

# Application for Client Registration for an Individual/Sole Trader

Please note you are required to provide additional documentation as detailed in the checklist at the end of this form.

## A Individual/Sole Trader Details

### Full Legal Name of Individual/Sole Trader

Title  Mr  Mrs  Miss  Ms  Dr

First Name

Middle Name

Surname

Preferred Name

### Email Address

The email address specified cannot be used by any personnel listed on this application.

Please note that your email address will form part of a public register under the Fisheries Act 1996 which is available on the internet upon payment of the prescribed fee.

Email Address

Phone Number

## B Business Details

### Overseas Person

The definition of an overseas person is provided in the notes section at the back of this form.

Is the applicant an overseas person for the purposes of the Fisheries Act 1996?

Yes  No

Is the applicant currently prohibited by court order from any of the following:

Holding any licence, approval, permission or fishing permit obtained under the Fisheries Act 1996. Engaging in fishing or any activity associated with the taking of fish, aquatic life or seaweed. Deriving any beneficial income from activities associated with the taking of fish, aquatic or seaweed.

Yes  No

### Trading As

Please specify your trading name (if any). This cannot be the name of a registered company.

Trading as (if applicable)

New Zealand Business Number (NZBN) (if applicable)

### Previous Client Number

If the applicant has had previous dealings with the Ministry for Primary Industries and/or FishServe please indicate this and specify the client number that was used during these dealings.

Has the applicant had previous dealings with the Ministry for Primary Industries or FishServe?

No  Yes → Client Number used for these dealings (if known)

Physical Address (number, street, suburb, city, postcode, country)

### Postal Address

Please specify your Postal Address if it is different to the Physical Address.

Postal Address (PO Box/Private Bag number, suburb, city, postcode, country)

After Hours Phone Number

Fax Number

### Signing Rules

You may wish to specify signing rules that FishServe will monitor and enforce. E.g. two authorised personnel to sign at all times.

Please note this is only applicable for paper applications.

Signing Rules

Authorised Personnel

Title  Mr  Mrs  Miss  Ms  Dr

Full Legal Name of person

First Name Middle Name

Surname Preferred Name

Email Address

This email address cannot be the same as any registered persons of FishServe or any personnel listed on this application i.e. it must be unique to the person.

Email Address

Phone Number

Please specify the level of authorisation this person can have for an area.

For more information on what can be performed for each authorisation and area please see notes section

CCSBT = Commission for the Conservation of Southern Bluefin Tuna

Table with 2 main columns for 'Area' and 'Authorisation' (Contact, Viewer, Manager) for various categories like ACE, Aquaculture, CCSBT, Client, Finance, LFR Licence, Permit, Quota, Returns, Vessel.

Table with 6 columns: Contact, Viewer, Reporter, Manager, Admin. Row for ERS.

Included proof of ID for this person if authorisation is 'Reporter', 'Manager' or 'Administrator' (drivers licence, passport or birth certificate)

Full Legal Name of person

Title  Mr  Mrs  Miss  Ms  Dr

First Name Middle Name

Surname Preferred Name

Email Address

This email address cannot be the same as any registered persons of FishServe or any personnel listed on this application i.e. it must be unique to the person.

Email Address

Phone Number

Please specify the level of authorisation this person can have for an area.

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Table with 6 columns: Contact, Viewer, Reporter, Manager, Admin. Row for ERS.

Included proof of ID for this person if authorisation is 'Reporter', 'Manager' or 'Administrator' (drivers licence, passport or birth certificate)

## D Included Persons

This section is a declaration by you about your relationships with other persons in the fishing industry (included persons), for the purposes of administering sections 59, 60 and 61 (aggregation limits) and sections 78 and 79 (prohibitions and suspensions of permits) of the Fisheries Act 1996. **If you have no included persons to declare or if you are a Fish Farmer only, please leave this section blank.**

### Aggregation Limits

Please list below all included persons for the purposes of administering sections 59, 60, 61 of the Fisheries Act 1996.

### Description of Relationship

Please select the word that best describes your relationship and use this word in the 'Description of Relationship' section below. For example:

- Associate
- Director/Employee
- Other
- Partnership
- Relative
- Trustee/Beneficiary

Client Number	Legal Name	Description of Relationship

### Permit Suspensions/Conditions

Please list below all included persons for the purposes of administering sections 78 and 79 of the Fisheries Act 1996.

### Description of Relationship

Please select the word that best describes your relationship and use this word in the 'Description of Relationship' section below. For example:

- Parent/Subsidiary Company
- Partnership
- Unincorporated Joint Venture
- Other

Client Number	Legal Name	Description of Relationship

If you wish to add more pages than the space provided please photocopy the pages.

## E Pre-Payment Exemption

Pre-payment Exemption applies automatically upon registration. This allows you to be invoiced by FishServe for application fees rather than paying by credit card. These will appear on your FishServe Tax Invoice / Statement each month. **Pre-Payment Exemption applies to FishServe fees only (excludes Ministry for Primary Industries fees e.g Permit Applications, Permit Copies and FOTFAV's).**

## F Declaration

This section must be completed by the individual.

I declare that:

- The information I have given on this application is true and correct.
- I am authorised to provide this information and make this declaration.
- I will undertake to pay all charges on or before the 20th of the month, following the date of demand.
- I understand that FishServe has the right to cancel this contract should I default on the payment conditions.
- I have informed the persons listed in the included persons sections that I have declared them as included with me for the purposes of the Fisheries Act 1996.
- I understand that the information provided on this application form will be used to administer sections 59,60,61,78,79 and 255 of the Fisheries Act 1996, which may result in the forfeiture of quota of an included person, or suspension or prohibition of a permit of an included person.
- I am aware it is an offence to knowingly provide false or misleading information or omit any material information to obtain a benefit under the Fisheries Act 1996.
- I understand the applicant is required to notify FishServe if there are any changes in the particulars I have provided in this application form.
- I have read and understood the "Collection of Personal Information" details supplied with this form and have advised those specified in section E of this information.
- I have read and accept the Terms and Conditions of this application.
- I approve each person to act on behalf of this legal entity in the manner specified in this form, in accordance with the Fisheries Act 1996, any other fisheries regulations, any other relevant legislation, and the Terms and Conditions supplied with this form.
- I understand that approving a person does not in any way alter the legal entity's legal obligations contained in the Fisheries Act 1996, any other fisheries regulation, or any other relevant legislation.
- I agree that Commercial Fisheries Services Ltd (trading as FishServe) is entitled to recover from me all costs, commissions, legal fees or otherwise, incurred in the recovery of any monies, goods or services that may be outstanding from me from time to time.

Full Name of Individual	Signature	Date
		/   /

**G Checklist**

Tick if you have included:

- Additional Personnel Pages →  Please state how many
- Evidence of your identity (birth certificate, passport, drivers licence)
- Evidence of identity for each person with an authorisation of 'Manager' specified in page two of this application (birth certificate, passport, drivers licence)

**Notes**

Upon successful registration as a client, the applicant will be issued with a Client Number. This number is unique and will be used to identify the applicant and all its dealings with FishServe and the Ministry for Primary Industries.

Incomplete forms will be returned to the applicant and may result in a delay with the processing of the application.

The Application for Client Registration may be submitted concurrently with other applications; for example, with an "Application for a Fishing Permit". However, until the applicant has been successfully registered as a client, other applications will not be processed.

**Definition of Overseas Person**

An "overseas person" is expressly defined in the Fisheries Act 1996 by section 7 of the Overseas Investment Act 2005. Please consider that definition when you answer the overseas person question on page one of this form. If you are uncertain about whether the applicant is an overseas person, we suggest you contact your solicitor.

**Privacy Act 2020—Collection of Personal Information**

Your personal information is being collected for purposes relating to the management of fisheries resources in accordance with the Fisheries Act 1996. The agency that will collect and hold your personal information is FishServe (Commercial Fisheries Services Limited, PO Box 297, Wellington, 6140). The provision of this information is required for this application.

It is an offence under the Fisheries Act 1996 to neglect or refuse to supply the information required, to fail to complete and furnish any of the required information, or to make a false or misleading statement or entry of information.

You have the right of access to, and correction of, your personal information.

You may apply to FishServe to prevent the display of your personal address on registers kept under the Fisheries Act 1996 where you consider that disclosure would be prejudicial to your personal safety or to the safety of your family.

**Relationships for the purposes of administering Aggregation Limits in accordance with Sections 59, 60(4) and 61 of the Fisheries Act 1996**

For the purposes of section 59, 60(4) and 61, the term person, in relation to a particular person includes:

- (a) Any person who is in partnership with the person;
- (b) Any person who is a director or employee of the company of which the person is a director or employee;
- (c) Any person who is a relative of a person as defined in paragraph (a) of the definition of that term in section YA 1 of the Income Tax Act 2007;
- (d) Any person who would be an associated person under the test provided in section YB 1 of the Income Tax Act 2007, except that subparagraph (e)(ii) of the definition of market value circumstance in section YA 1 of that Act does not apply;

Some exceptions apply. Please refer to the Act for more information.

**Relationships for the purposes of administering Conditions and Suspensions of Permits in accordance with Sections 78 and 79 of the Fisheries Act 1996**

For the purposes of sections 78 &79 a person or entity is to be treated as a person included with the commercial fisher if the person or entity is:

- (a) Subsidiary of the commercial fisher within the meaning of section 5 of the Companies Act 1993; or
- (b) A company of which the commercial fisher is a subsidiary within the meaning of section 5 of the Companies Act 1993; or
- (c) A partnership or unincorporated joint venture that would be a subsidiary of the commercial fisher, or of which the commercial fisher would be a subsidiary, if the partnership or joint venture were incorporated as a company with shareholders corresponding to the interests, including returns, of the partners in the partnership or participants in the joint venture.

Some exceptions apply. Please refer to the Act for more information.

**FishServe Use Only**

Data Entry Initials \_\_\_\_\_

Data Entry completed \_\_\_/\_\_\_/\_\_\_

Client Number

OFFICE USE ONLY

DATE PRESENTED

## Terms and Conditions

### For using Commercial Fisheries Services Ltd Services.

The terms and conditions on this form for use of Commercial Fisheries Services Ltd's (CFS) services (online or paper) are also available for viewing on the FishServe website: [www.fishserve.co.nz](http://www.fishserve.co.nz)

1. Before registering or authorising any person to use services provided by or through Commercial Fisheries Services Limited ("CFS"), you must read and agree to the following terms and conditions. For the purposes of these terms, "services" means any service available through or facilitated by CFS or the CFS website, and includes but is not limited to, the ability to update view and retrieve information, file returns and licensed fish receiver returns and register transfers of annual catch entitlements.

#### General

2. Any authorised personnel you register with CFS will have signing authority for the purpose of filing paper applications, documents or transactions on your behalf, unless CFS is notified otherwise.
3. CFS will register all applications for registration in accordance with the rules of priority set out in the Fisheries Act 1996 and regulations.
4. When you or your authorised personnel are transmitting personal information over the Internet, you should remember that the Internet is not a secure environment. CFS is not responsible for any changes made to information transmitted using its online services after being sent by authorised personnel. CFS is not responsible for any interception or corruption of information in transmission from you to CFS.
5. All copyright and other intellectual property rights in the CFS website is owned by, or licensed to, CFS. You and your authorised personnel may electronically reproduce and store the site's contents solely for the purposes of viewing the site, or saving its content. However, if you or your authorised personnel want to display or distribute the content or any of the pages of the site in public or in such a way that they will be accessible to the public (including reproduction in any form on the Internet), you must first obtain CFS's written permission. You must not copy, modify, adapt, reproduce or otherwise republish any material in the CFS website, or any of its components or contents, without our prior written permission. Any links either to the CFS website or from the CFS website to other sites must also be first authorised in writing by CFS.
6. Where you or your authorised user(s) transfer or upload (whether or not using the CFS website) to CFS material that relates or belongs to another person, you (or, as applicable, your authorised user(s)) must obtain all necessary consents and authorisations from that person to use and transfer the material prior to the transfer. You (and your authorised users) must not transfer to CFS any material that infringes any third party intellectual property rights.
7. Access to CFS services is restricted to authorised users only. Unauthorised users may be subject to criminal or civil prosecution under the laws of New Zealand or under the laws of the country from which unauthorised access took place.

#### User names and passwords

8. CFS may provide your authorised personnel with an email, setting out a link to enable the authorised personnel to set up their account to use CFS services. They will be required to set up a user name, password and security question answers. They are also required to accept the Terms and Conditions of use of the CFS website.
9. CFS has authority to act on any instructions given through a user name account registered with CFS either by you or any of your authorised personnel.
10. Anyone using a valid user name and password combination will be permitted to perform online transactions in the names(s) of your authorised personnel, whether they are authorised by you to do so or not. CFS will have no obligation, or take any further steps, to verify any instruction received from you or appearing to be sent by you.
11. If you believe for any reason that your any of the user names and/or passwords of your authorised personnel could be known by anyone else, or if you discover any unauthorised use of these usernames and/or passwords, you must immediately (time being of the essence) notify CFS. If you wish to withdraw the authorisation from the authorised person specified on this form, please notify CFS immediately.

#### Indemnity and exclusion of liability

12. You agree to indemnify CFS against any cost (including any legal or court cost), or any debt, damages or any other liability whatsoever imposed by a court and any sum paid, or agreed to be paid, by way of settlement of any difference, dispute or litigation, including any arbitration, incurred by CFS, or its parent company, Seafood New Zealand Limited, by reason, or as a consequence, of any unauthorised use or of any misuse of online services, unless the Fisheries Act 1996 expressly provides that such indemnity is illegal or otherwise void.
13. Except as expressly provided by the Fisheries Act 1996 or otherwise under Law, CFS will not be responsible or liable for:
  - a. any direct or indirect loss or damage resulting from your use or inability to access the CFS website at any time, or any failure or delay in providing service via the Internet, whether caused by CFS or not;
  - b. any use of the CFS website by any person using, or purporting to use, the website or the services on your behalf, whether or not that person has been authorised by you to do so;
  - c. any costs, losses or any other liabilities resulting from faults in, or a malfunction of, any software data or equipment (including telecommunications equipment) which supports or is used in conjunction with the service, regardless of whether that equipment is the property of CFS or is used by CFS to provide online services;
  - d. any costs, direct or indirect losses or damage or other liabilities due to CFS's decision to withdraw online services whether for a period of time or permanently, including the closure of a register for online access or for online applications for registration; or
  - e. any inability of yours to meet reporting obligations under the Fisheries Act 1996 and/or its regulations, whether or not due to:
    - i. any inability to use or access the CFS website at any time, or any failure or delay in providing service via the internet, whether caused by CFS or not; or
    - ii. faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports the Internet service, regardless of whether that equipment is the property of CFS or is used by CFS to provide online services.
14. As far as permitted by law, CFS excludes all express and implied warranties about the accuracy, completeness and fitness for any particular purpose of the information and material provided on the CFS website or through the services.

#### Access requirements

15. You and/or your authorised personnel are responsible for having or obtaining a computer with Internet access. Any charges relating to that computer or Internet Service provider are also your responsibility.
16. Upon reasonable notice we may suspend or withdraw your or your authorised personnel's access to online services. We can also suspend or cancel your access to services without prior notice for any reason, including but not limited to:
  - a. death
  - b. any breach of these terms and conditions
  - c. any outstanding debt
  - d. any other reasonable grounds.
17. You must initiate appropriate internal controls to minimise the risks of fraud being committed through use of your user account with CFS.
18. You or your authorised personnel must supply CFS with a valid e-mail address in order to utilise CFS services. It is your responsibility to inform CFS of any changes to an e-mail supplied to CFS for services. CFS is not responsible for any loss or damage arising from notifications being sent to an e-mail address noted in CFS' records as being valid, and which is no longer current or correct.

#### Miscellaneous

19. CFS may vary these terms and conditions at any time by giving reasonable notice of the variation, including by posting the updated terms and conditions on CFS's website and/or by notifying you by email. You will be deemed to have accepted the updated terms and conditions by continuing to use any CFS service.
20. The law that applies to all your dealings with CFS is New Zealand law. You submit to the non-exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining any disputes or proceedings arising out of these terms and conditions or your involvement with CFS.

## Details of Authorised Personnel

### Viewer

Please note the following in relation to viewers:

- A viewer will be able to view details for an area but will not be able to perform any tasks.
- A CCSBT viewer can view all Catch Tagging Forms (CTF) submissions.

### Contact Person

Please note the following in relation to contact persons:

- Your organisation may have more than one contact person for each area.
- All correspondence for that area will be sent directly to those person(s) via email.
- This person will have the ability to view details related to the area for which they are a contact.

### Reporter

Please note the following in relation to reporter:

- Can submit event data.
- Has access to ERS area and can only view the events that they have submitted.
- Only can amend the events that they have submitted.

### Manager

A manager is in addition to the persons who are legally authorised to sign on behalf of your organisation

Please note the following in relation to managers:

- You may have more than one manager for each area.
- You may also want to specify this person as a contact person.
- If you specify a manager for an area, that person will be able to perform tasks online and legally sign paper applications, documents and transactions on behalf of your organisation for the specified area.
- An ER manager can submit and view event data.
- An ER manager can amend any event submitted for the permit holder.
- A CCSBT manager can submit and amend Catch Tagging Forms (CTF).
- A Vessel manager can create and approve a reporter in the ERS Area.

### Administrator

Please note the following in relation to Administrator:

- An administrator has the rights of a manager as well as:
- Can create and approve a contact, viewer, reporter or manager in the ERS area.

**If you are a FRED subscriber all authorised personnel will have access to run FRED reports.**

## Areas

An area can have more than one contact, viewer and/or manager

Area	Activities that can be performed	Contact/Viewer	Manager
<b>ACE</b>	View ACE & Catch and ACE Transfer History	✓	✓
	Process ACE Transfers	x	✓
	Register / Vary / Withdraw a Caveat over ACE (paper only)	x	✓
<b>Aquaculture</b>	View Marine Farm Registrations	✓	✓
	Apply for and Amend Marine Farm Registrations	x	✓
<b>CCSBT</b>	View all Catch Tagging Form (CTF) submissions	✓	✓
	Submit and Amend a Catch Tagging Form (CTF)	x	✓
<b>Client</b>	View Client Details (e.g. personnel/included persons)	✓	✓
	Update Client Details (e.g. addresses)	x	✓
	Add Personnel (requires authorisation from client)	x	✓
	Remove Personnel	x	✓
	Request /Confirm / Decline / End Included Person Relationships	x	✓
	Complete Annual Client Update	x	✓
<b>Finance</b>	View Financial Details (e.g. account balances, statements)	✓	✓
	Pay Accounts	x	✓
	Sign up for Direct Debit	x	✓
<b>LFR Licence</b>	View LFR Licence Details	✓	✓
	Apply for an LFR Licence	x	✓
	Amend / Cancel LFR Licence	x	✓
<b>Permit</b>	View Permit Details	✓	✓
	View High Seas Permit Details	x	✓
	Apply for / Renew / Cancel / Amend a Permit	x	✓
	Apply for / Renew / Cancel a High Seas Permit	x	✓
	Apply for / Renew / Cancel / Amend a FOTFAV (paper only)	x	✓
<b>Quota</b>	View Quota Holdings and Quota Transfer History	✓	✓
	Apply to Register a Quota Transfer (paper only)	x	✓
	View Mortgages and Caveats	✓	✓
<b>Returns</b>	Register / Vary / Discharge a Mortgage or Caveat (paper only)	x	✓
	View Returns (MHR's/LFRR's)	✓	✓
<b>Returns</b>	Submit / Amend Returns (MHR's/LFRR's)	x	✓
	View Vessel / ALC / High Seas Permit Details	✓	✓
<b>Vessels</b>	Apply for / Amend / Cancel Vessel and ALC	x	✓
	Apply for / Renew / Cancel a High Seas Permit	x	✓
	View Notified User Details	✓	✓
	Apply for / Amend / Cancel Notified Users (paper only)	x	✓
	Add Personnel (ER Reporter)	x	✓

Area	Activities that can be performed	Contact/Viewer	Reporter	Manager	Administrator
<b>ERS</b>	Can submit events	x	✓	✓	✓
	View submitted events	✓	Only their events	✓	✓
	Can amend submitted events	x	Only their events	✓	✓
	Add Personnel (ER Viewer, Reporter, Manager)	x	x	x	✓