

Application to use Cedric—over 28m trawl vessels only

This application is to be used for over 28m trawl vessels only—if you wish to add users to your registration that are not going to be using Cedric on an over 28m trawl vessel you need to complete the “Application for Approval to use Electronic Software for Catch Effort Returns”.

Please select which option you wish to apply for: (Tick one)

- I am completing a new application
- I am applying to add new authorised users

Permit Holder Details

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

Please specify your full legal name.

Client Number

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Full Legal Name

Permit Holder Declaration

I declare that:

- I have read and accepted the Terms and Conditions supplied with this form.
- The information I have given on this application is true and correct.
- I am authorised to provide this information and make this declaration.
- I am aware it is an offence to provide false or misleading information or omit any material information.
- 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 approve each Authorised User to act on behalf of this permit holder in accordance with the Fisheries Act 1996, Fisheries (Reporting) Regulations 2017, and the Terms and Conditions supplied with this form.
- I understand that approving an Authorised User does not in any way alter the permit holder’s legal obligations contained in the Fisheries Act 1996, Fisheries (Reporting) Regulations 2017, or any High Seas Fishing Permit issued under S113 of the Fisheries Act.

If there are more signatories than space provided make further declarations on a copy of this page.

Full Name of Signatory	Position	Signature	Date
			/ /
			/ /
			/ /
			/ /

Checklist

Tick if you have

- Included Authorised User Pages → Please state how many
- Initialled every page
- Included proof of ID for each authorised user
-Driver’s Licence, Passport or Birth Certificate

FishServe Use Only

Application No. _____

Data Entry Initials _____

Data Entry completed ___ / ___ / ___

OFFICE USE ONLY

DATE PRESENTED

Notes

You need to complete the Authorised User Section if you want to be able to complete and provide events electronically.

If you have more than one Authorised User, copy the Authorised User page and complete a new page for each. Please ensure you initial each additional page.

Terms and Conditions for use of Cedric under the Fisheries (Reporting) Regulations 2017

1. INTERPRETATION

- 1.1 "FishServe" is Commercial Fisheries Services Limited.
- 1.2 "Licensee" or "you" means any individual, sole trader, partnership, company, body corporate, or organisation using Cedric.
- 1.3 "Product", "Software" or "Cedric" means the Windows client application developed by FishServe, to enable submission of event reports and other fisheries records in accordance with the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017, and known as CEDRIC (short for Catch Effort Data Return Information Capture), as updated or replaced by FishServe from time to time.

2. GENERAL

- 2.1 Other than the rights expressly granted under these terms and conditions, FishServe reserves all rights in respect of the Product.
- 2.2 The rights granted under these terms and conditions are limited to FishServe's intellectual property rights in the Product and do not include any other intellectual property rights.
- 2.3 These terms and conditions will govern any software upgrades provided by FishServe that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will govern.
- 2.4 You agree to error reports and associated information being sent from your computer to FishServe in order to assist with diagnosing issues with the Product and associated software if they arise. This information will be confidentially and securely retained.

3. ACCEPTANCE OF TERMS AND CONDITIONS

- 3.1 By signing this application and by using the Product, you accept these terms and conditions.
- 3.2 FishServe may update these terms and conditions at any time without notice to you, by posting an updated version on the FishServe website www.fishserve.co.nz

4. FEES

- 4.1 You must pay to FishServe the fee for use of the Product notified to you by FishServe from time to time.
- 4.2 Where any GST is payable on a supply made by FishServe under these terms and conditions, you must pay FishServe an amount equal to that GST, in addition to and at the same time as the fees for that supply, subject to receipt of a valid tax invoice for GST purposes.
- 4.3 You must pay each FishServe invoice by the 20th of the month following the month in which the relevant invoice is issued.

5. LICENSEE USE OF THE PRODUCT

- 5.1 Subject to these terms and conditions, FishServe grants to you a non-transferable, non-exclusive licence of all of FishServe's rights in the Product, to the extent necessary for you to:
 - 5.1.1 install and use the Product for the purpose of electronic creation and submission of event reports and other fisheries records in accordance with the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017 (as updated or replaced from time to time); and
 - 5.1.2 permit any authorised employee or contractor to do any of these things.

6. RESTRICTIONS ON THE LICENSEE

- 6.1 Except as expressly permitted by these terms and conditions, you must not:
 - 6.1.1 copy, modify, alter, amend, decompile, reverse engineer, reverse assemble, reverse compile, disassemble, or create derivative works of, the Product or any part thereof (or directly or indirectly allow or cause a third party to do so);
 - 6.1.2 merge all or part of the Product with any other software or database without first obtaining written permission from FishServe;
 - 6.1.3 sell, rent, lease, lend, sub-licence, assign, give, transfer, redistribute or otherwise supply or provide access to the Product (in whole or in part) to any other person; or
 - 6.1.4 use the Product in any manner that infringes the intellectual property rights or any other rights, including privacy, of another party.

7. NO UNLAWFUL OR PROHIBITED USE

- 7.1 You must not use the Product for any purpose that is unlawful or prohibited by these terms and conditions. You must not use the Product in any manner that could damage, disable or impair any FishServe server, or the network(s) connected to any FishServe server, or interfere with any other party's use and enjoyment of the Product.
- 7.2 You must not attempt to gain unauthorized access to the Product, other computer systems or networks connected to any FishServe server through hacking, password mining or any other means. You must not obtain or attempt to obtain any materials or information from FishServe or any other user of the Product through any means, where those materials or that information is not intentionally made available to you through the Product.

Terms and Conditions for use of Cedric continued

8. LICENSEE OBLIGATIONS

- 8.1 Where any material uploaded by you to the Product relates or belongs to another person, you must obtain all necessary consents and authorisations from that person to use and upload that material, before it is uploaded to the Product. You must not upload to the Product any material that infringes any third party intellectual property rights.
- 8.2 You acknowledge that to use the Product fully, you must supply your own computer hardware and software (except software installed with the Product) and keep it in good working order.
- 8.3 You must arrange and pay for all telecommunication and internet services required to use the Product.
- 8.4 FishServe is not responsible for claims, expenses, losses, damages or costs made against or incurred or suffered by the licensee directly or indirectly (including without limitation, lost costs, profits and data) arising out of those telecommunication and internet services (including without limitation, use or misuse of then or any failure of them).

9. FISHSERVE MAKES NO WARRANTIES

- 9.1 To the fullest extent permitted by law, FishServe excludes all warranties, representations and other obligations (whether express or implied by statute, law, trade, custom or otherwise) in relation to the Product and anything else provided or to be provided or made available by FishServe under these terms and conditions.
- 9.2 Where the Product is used in trade, you agree that the provisions of the Consumer Guarantees Act 1993 will not apply.

10. FISHSERVE LIMITATION ON LIABILITY

- 10.1 FishServe will have no liability under or in connection with these terms and conditions, including, without limitation, any liability for claims, expenses, losses, damages and costs made against or incurred or suffered by you indirectly or directly arising out of:
 - 10.1.1 your use or misuse of the Product;
 - 10.1.2 your inability to use the Product; or
 - 10.1.3 any actions (including negligence) of FishServe or its employees, contractors, or agents, in connection with the provision of the Product.

11. INTELLECTUAL PROPERTY

- 11.1 The Product, and all intellectual property rights in the Product, at all times remain the property of FishServe and any right to use the Product is limited to the rights set out in these terms and conditions.

12. TERMINATION

- 12.1 FishServe may terminate your licence to use the Product by notice to you if you breach any of these terms or conditions.
- 12.2 You may immediately terminate this licence at any time by written notice to FishServe.
- 12.3 Upon termination of your licence to use the Product, you must immediately destroy or return to FishServe all copies of the Product and any other information or documentation FishServe has made available to you.

13. APPLICABLE LAW

- 13.1 These terms and conditions shall be governed by the laws of New Zealand and the courts of New Zealand will have non-exclusive jurisdiction to determine any disputes arising under these terms and conditions.

14. MISCELLANEOUS

- 14.1 No variation of these terms and conditions will be binding on FishServe unless it is in writing and issued by a duly authorised officer of FishServe.
- 14.2 These terms and conditions constitute the complete and entire agreement between you and FishServe with respect to their subject matter.
- 14.3 Failure by FishServe at any time to enforce the provisions of these terms and conditions will not be treated as a waiver of FishServe's rights under these terms and conditions.

Authorised User

This authorisation will allow the user to submit events to FishServe using Cedric and to amend the event they have submitted.

Complete one form for each authorised user

FishServe Client Number (if applicable)

Please specify your full legal name and provide proof of ID.

First Name

Surname

Email Address

Authorised User Declaration

I declare that:

- The information I have given on this application is true and correct.
- I am aware it is an offence to provide false or misleading information or omit any material information.
- 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.
- I have read and accepted the Terms and Conditions supplied with this form.

This is the person who is detailed above.

Authorised User Signature

Date

Collection of Personal Information

In regard to any information being collected on this form that is personal information, notification is hereby provided, in accordance with Principle 3 of the Privacy Act 1993 of the following matters:

This information is being collected for the purposes of administering the electronic transmission of information as provided for in section 296 of the Fisheries Act 1996.

The agency that will collect and hold the information is Commercial Fisheries Services Limited (trading as FishServe) PO Box 297, Wellington, 6140.

It is an offence under the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017 to fail to complete and provide any of the required information, and to knowingly make a false or misleading statement or entry of information. Penalties are set out in the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017.

You are reminded that under Principles 6 and 7 of the Privacy Act 1993, you have the right of access to, and correction of, any personal information which has been provided.

Terms and Conditions for Authorised Users of Cedric under the Fisheries (Reporting) Regulations 2017

1. Before being approved as an Authorised User the applicant must read and accept the following terms and conditions. For the purposes of this agreement, "Authorised User" has the meaning defined in the Fisheries (Event Reporting) Circular 2017 (issued under the Fisheries (Reporting) Regulations 2017).
2. In these terms and conditions, "Cedric" means the Windows client application developed by FishServe, to enable submission of event reports and other fisheries records in accordance with the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017, and known as CEDRIC (short for Catch Effort Data Return Information Capture), as updated or replaced by Commercial Fisheries Services Limited ("CFS") from time to time.
3. These terms and conditions are governed by the laws of New Zealand.
4. Any Authorised User must comply with all of the relevant provisions of the Fisheries Act 1996, any regulations created under that Act and any circulars issued under the regulations.
5. When you or any Authorised User transmits 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 Cedric after being sent by the Authorised User. CFS is not responsible for any interception or corruption of information in transmission from you to the CFS database.
6. Each Authorised User will be issued an Access Identifier that uniquely identifies that individual. Once you have received the Access Identifier, you are required to change the password. The password you choose should include a combination of letters and numbers. This will be your own confidential information to access Cedric. The password should not be written down, or kept on any computer file without adequate security protection to prevent unauthorised use. You must ensure that the password is not revealed to anyone.
7. The password for the Access Identifier must not relate to any known personal information about you or your Authorised User e.g. birthday, address, PO Box or telephone number or include obvious or sequential numbers such as 12345.
8. If an Access Identifier is used to complete and provide events using Cedric, the completion or provision of that event is, in the absence of proof to the contrary, sufficient evidence that the Authorised User to whom the access identifier was allocated has completed and provided that event.
9. CFS is not responsible for the security of your Access Identifier and password in any way whatsoever.
10. If you believe for any reason that your password could be known by someone else not authorised by you, or if you discover any unauthorised use of your access identifier and/ or password has taken place, you must change your password immediately (time being of the essence), and notify CFS. If you wish to request the cancellation of any approved Authorised User specified on this form, please notify CFS immediately.
11. 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 Cedric, unless the Fisheries Act 1996 expressly provides that such indemnity is illegal or otherwise void.
12. Except as expressly provided by the Fisheries Act 1996, CFS will not be responsible for 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 Cedric, regardless of whether the equipment is the property of CFS.
13. CFS will not be responsible for:
 - a. any inability to meet your reporting obligations under the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017, including (without limitation) any inability to meet high seas reporting obligations required by a high seas fishing permit issued in accordance with section 113H of the Fisheries Act 1996;
 - b. any inability to use or access Cedric at any time, or any failure or delay in completing and providing events via Cedric, whether or not caused by CFS; or
 - c. faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports Cedric, regardless of whether that equipment is the property of CFS or is used by CFS to support Cedric.
14. Each Authorised User should initiate appropriate internal controls to minimize the risk of fraud and to avoid any of the offence provisions contained in the Fisheries (Reporting) Regulations 2017.
15. Each Authorised User should ensure that they regularly update their software to ensure that they are using the most up-to-date version. current or correct.
16. Where any Authorised User transfers (whether or not using Cedric) to CFS material that relates or belongs to another person, the Authorised User must obtain all necessary consents and authorisations from that person to use and transfer the material prior to the transfer. Authorised Users must not transfer to CFS any material that infringes any third party intellectual property rights.
17. Each Authorised User agrees to error reports and associated information being sent from their computer to CFS in order to assist with diagnosing issues with Cedric and related software if and when those issues arise. This information will be confidentially and securely retained.
18. To be an Authorised User, the applicant must provide a valid email address as part of this application. It is the responsibility of the permit holder to inform CFS of any changes to an email address supplied for the purposes of becoming an approved Authorised User of Cedric. CFS is not responsible for any loss or damage arising from any notifications being sent to an email address noted in CFS records as being valid, and which is no longer current or correct.
19. These terms and conditions may be varied 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 Authorised Users of the update by email. Each Authorised User will be deemed to have accepted the updated terms and conditions by continuing to use Cedric.