

ALL FIELDS ARE TO BE COMPLETED IN ALL CASES (except where indicated as optional by an asterisk*).

If you are a company/organisation, complete the section headed 'Company/Organisation'.

If you are a private individual, complete the section headed 'Private Individual'.

Company/Organisation

Company name

Trading name *

Company number

Date of incorporation

Contact person

Contact position

Private Individual

Surname

First name(s)

Date of birth

Occupation

Address details

Street address

Postal address (if different from street address)

Phone number

Email address

I hereby accept and agree to all the following Terms and Conditions accompanying this form.

Name:

Signature:

Organisation:

Date:

BY MAKING AN APPLICATION FOR MOTOCHek, YOU AGREE THAT YOU HAVE READ AND ARE BOUND BY THESE TERMS AND CONDITIONS OF USE OF MOTOCHek.

It is important for you to carefully read and regularly re-read these Terms and Conditions of use together with any relevant product brochure provided to you in relation to the provision of Motochek services.

These Terms and Conditions replace any previous Motochek Terms and Conditions.

While we will endeavour to provide a secure system within which you can conveniently carry out your inquiry transactions via the Internet, it is important that you know your rights and obligations as you also need to take responsibility for your own IT security precautions to prevent unauthorised access to and use of Motochek services.

These Terms and Conditions apply to you as a User and Waka Kotahi NZ Transport Agency (Waka Kotahi) (“we” “us” “our”), a Crown Entity established under the Land Transport Management Act 2003.

In consideration and as a condition of you receiving access to Motochek you are hereby granted a non-exclusive, non assignable authorisation by Waka Kotahi to use Motochek on the terms and conditions set out below.

These Terms and Conditions will be binding upon you at the date you sign your application. We may amend these Terms and Conditions in whole or in part from time to time, and amendments will be effective immediately when we post amended Terms and Conditions on our website.

nzta.govt.nz/motochek-terms

You are responsible for ensuring you are familiar with the latest Terms and Conditions, and by continuing to use Motochek, you agree you are bound by the Terms and Conditions as amended (whether or not you have received any amendments). We will however, attempt to notify you of any changes by updating the above page on our website.

1. Acceptable Use:

When using Motochek you must;

- a) comply with all applicable laws;
- b) not misuse Motochek for any unlawful, misleading, dishonest, malicious, or commercial purpose and ensure you have appropriate system processes in place to prevent against such uses;
- c) not do anything that may affect or compromise the security or operation of Motochek or any network or system underlying or connected to Motochek (including introducing any malware) and ensure you have systems in place that prevent against such uses;
- d) not allow any third party contracted by you to use any information supplied by Motochek in any capacity other than for the work specifically undertaken for your organisation;
- e) otherwise comply with any reasonable direction given by us from time to time, in relation to your use of Motochek.

2. Internet Charges: You are responsible for all costs incurred in accessing Motochek including internet access charges via your nominated Internet Service Provider (ISP).

3. Privacy Statement: We comply with New Zealand’s privacy laws and will treat all personal information that we hold about you in accordance with the Privacy Act 2020.

4. We may collect personal information about your organisation or you, directly from you. You undertake that where you are collecting personal information from and about someone other than yourself, prior to using Motochek, that the person is aware that the information is being passed on to Waka Kotahi. The only personal information we will collect will be your name, the names of your Permitted Users, your bank account details and your email address and the email addresses of your Permitted Users. We will not use or distribute any personal information.

5. You are responsible for the accuracy and completeness of all information submitted by you, and for ensuring that information is kept current and up to date, when using Motochek.

6. You may view the information which you have provided to us, from Motochek at any time by accessing Motochek. If you consider any of this information is not accurate you may request correction by contacting Motochek.

7. The information provided to us is for the following purposes:
 - a) To register you as a Permitted User within Motochek
 - b) To allow access by you to Motochek.
8. We will take reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification or disclosure.

You have the right under the Privacy Act 2020 to access the personal information that we hold about you, and to ask us to correct it if necessary. You can do this by contacting regulatorycontractsadmin@nzta.govt.nz
9. Charges:
 - 9.1 You will pay to Waka Kotahi the Motochek fees as required under Part 6 of Schedule 5 of Land Transport (Motor Vehicle Registration and Licensing) Regulations 2011, set out in the following link.
nzta.govt.nz/motochek-fees
 - 9.2 Waka Kotahi reserves the right to review the fees if and when they are changed by legislation and will endeavour to give you one month's notice of any intention to vary the fees.
10. You must at all times keep access to Motochek secure.
 - 10.1 If you do not you may be liable for any consequential loss suffered by Waka Kotahi as a result of a security breach. Waka Kotahi will have the final right to determine what is a security breach.
 - 10.2 If you become aware of a breach of privacy or security, you must notify Waka Kotahi as soon as practicable (but no later than two working days after the date the incident was identified) and take all practicable steps to mitigate the effects of any such breach.

You will provide all reasonable co-operation to assist Waka Kotahi in securing or recovering any data or personal information. You will co-operate with any Waka Kotahi investigation of the breach, including investigation and reporting to Waka Kotahi on the background and causes of the breach, the information and /or individuals that may be affected and the identities of any personnel implicated or suspected in the breach.
 - 10.3 Waka Kotahi may audit your use of Motochek on reasonable written notice to ensure compliance with these Terms and Conditions. You will co-operate with any audit and give assistance to Waka Kotahi to ensure reasonable access is provided to Waka Kotahi to conduct an audit. You must comply with any reasonable direction from Waka Kotahi in regard to recommendations as a result of a Waka Kotahi audit.
11. Waka Kotahi may without your consent assign this agreement to any other agency appointed to be Registrar of Motor Vehicles. You must not assign this agreement to any other party.
12. Waka Kotahi may terminate or suspend (at the sole discretion of Waka Kotahi) your use of Motochek:
 - 12.1 without notice if you breach these Terms and Conditions, and we deem (at our sole discretion) the breach to be serious;
 - 12.2 on one month's written notice to you; or
 - 12.3 on less than one month's notice in writing if you are in breach of these Terms and Conditions, and you have not remedied the breach to the reasonable satisfaction of Waka Kotahi within 3 business days (or sooner in the case of a security breach) of a written notice from Waka Kotahi specifying the breach and requiring its remedy.
 - 12.4 You may terminate your use of Motochek by written notice to Waka Kotahi.
 - 12.5 Termination will result in immediate termination of access to Motochek.
13. These Terms and Conditions are made pursuant to and are governed by New Zealand law.
14. Warranty:
 - 14.1 Waka Kotahi has collected the information contained in the Motor Vehicle Register (the Register) in accordance with statute and has taken all reasonable care in so doing. However, users should be aware that the information contained in the Register is obtained from or through parties other than Waka Kotahi and that Waka Kotahi does not and is unable to warrant the accuracy of that information.

15. Liability:
 - 15.1 To the extent permitted by law, Waka Kotahi excludes all warranties relating to Motochek. Waka Kotahi also excludes liability (including for negligence) to you or anyone else in respect of any loss or damage (including special, indirect or consequential loss or damage), costs or expenses suffered by you in connection with any use or operation of Motochek.
16. Credit application:
 - 16.1 Waka Kotahi reserves the right to refuse credit where it is satisfied that you may not be able to meet the cost of the fees involved.
 - 16.2 You must complete the required Direct Debit notification and return with your Motochek Application form.
17. Waka Kotahi may terminate this agreement immediately if it ceases to be the Registrar of Motor Vehicles under the Land Transport Act 1998.
18. If you fail to observe all or any part of these Terms and Conditions then you shall be liable for any loss suffered by Waka Kotahi.
19. I acknowledge that Waka Kotahi may make enquiries of me or any of my employees, agents or contractors with respect to our obligations to Waka Kotahi.
20. These Terms and Conditions shall be deemed to have been made and be binding upon you at the date you sign your application.
21. Terms of use:
 - 21.1 All information is supplied through Motochek in accordance with Section 236 and 237 of the Land Transport Act 1998.
 - 21.2 Information received on Motochek is not provided for use in a court of law as evidence in proceedings.
 - 21.3 Waka Kotahi reserves the right to withdraw Motochek services from any User who fails to comply with the Motochek Terms and Conditions or abuses the service in any way.
 - 21.4 Users are responsible for all Internet access charges via your nominated Internet Service Provider (ISP).
 - 21.5 Users will pay all charges by Direct Debit. The Direct Debit Notification must be completed, returned with your Motochek Application form and agreed to by the User's bank.
 - 21.6 Waka Kotahi will provide a Tax Invoice/Direct Debit Notification detailing charges due and the date the amount will be direct debited from the customer's account. Invoicing will occur monthly.
 - 21.7 The security of the User's software is not the responsibility of Waka Kotahi. Users agree to pay all charges made through your account, including any individual vehicle inquiry repeated in subsequent sessions that will be charged for.
 - 21.8 Access to Motochek under this agreement entitles the User to receive vehicle details only.

IMPORTANT

Please include a bank deposit slip for account verification and return to the NZ Transport Agency at regulatorycontractsadmin@nzta.govt.nz.

CUSTOMER INFORMATION

NZTA Customer Number

Postal Address

Address (PO Box)

Town/City Postcode

ACCOUNT INFORMATION

Name of Account

AUTHORITY TO ACCEPT DIRECT DEBITS
(not to operate as an assignment or agreement)

Authorisation Code 0301387
(Use Number)

Customer (Acceptor) to complete bank/branch number and account number and suffix of account to be debited.

Bank Branch Number Account Number Suffix

TO: The Manager

Bank Name

Address (PO Box)

Town/City

Date

I/We authorise you until further notice in writing to debit my/our account with you all amounts which –

(hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.
I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

Payer Particulars Payer Code

Payer Reference

Name of Account (Customer to complete)

Authorised Signatures

<p>APPROVED</p> <p>0138</p> <p>06 13</p>	<p>FOR BANK USE ONLY</p> <p>Date Received <input type="text"/> Recorded By <input type="text"/> Checked By <input type="text"/></p>			<p>BANK STAMP</p>
	<p>Original - Retain at Branch Copy - Forward to Initiator if requested</p>			

Conditions of this Authority to accept Direct Debits

1. The Initiator:

- a) Will not initiate a direct debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account.
- b) Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1 (a) but no later than the date the Direct Debit will be initiated. This notice must be provided either:
 - i) in writing; or
 - ii) by electronic mail where the Customer has provided prior written consent to the Initiator

The notice will include the following message:- "The amount \$....., was direct debited to your Bank account on (initiating date)."

- c) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-

- a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank **prior** to the Direct Debit being paid by the Bank.
- c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3. The Customer acknowledges that:-

- a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/ us and the Initiator.
- d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of Direct Debits
- e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:-

- a) In it's absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- b) At any time terminate this authority as to future payments by notice in writing to me/us.
- c) Charge its current fees for this service in force from time-to-time.

Personal details

(to be completed by all applicants)

*Surname:

*First name: *Middle name:

*Title: Mr Mrs Miss Ms Other *Date of birth: / /
Day Month Year

*Home address:

*Telephone no: () Work: ()

Mobile: ()

*Duration at current address: 0-6 months 6-18 months 18-36 months over 36 months

*Previous address:
(if less than 3 years at current address)

Driver licence no: Classes: 1 2 3 4 5 6

*Bank account no:

Employment details

Applicant's employer:

Postal address:

Business phone no: () Email address:

Position held: Length of service: Years Months

Previous employer:

Postal address:

Business phone no: () Email address:

Position held: Length of service: Years Months

Self employed details

(if applicable)

Business name: GST no:

Nature of business:

Physical address:

Mailing address:

Business phone no: () Email address:

Name of accountant:

Mailing address:

Contact name: Contact phone: ()

Bank account no:

Company details

(only to be completed by Limited Liability Companies)

*Company name:	<input type="text"/>	*Company no:	<input type="text"/>
*Trading as:	<input type="text"/>		
Nature of company:	<input type="text"/>	*GST no:	<input type="text"/>
*Registered address:	<input type="text"/>		
Physical address:	<input type="text"/>		
Mailing address:	<input type="text"/>		
*Business phone no:	<input type="text"/>	Email address:	<input type="text"/>
*Contact name:	<input type="text"/>	*Contact position:	<input type="text"/>
*Bank account no:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of accountant:	<input type="text"/>		
Mailing address:	<input type="text"/>		
Contact name:	<input type="text"/>	Contact phone:	<input type="text"/>

(Specify all directors)

Directors:

*Full name:	<input type="text"/>	*Date of birth:	<input type="text"/>
*Home address:	<input type="text"/>		
Telephone no:	<input type="text"/>	Work:	<input type="text"/>
	<input type="text"/>	Mobile:	<input type="text"/>

Directors:

*Full name:	<input type="text"/>	*Date of birth:	<input type="text"/>
*Home address:	<input type="text"/>		
Telephone no:	<input type="text"/>	Work:	<input type="text"/>
	<input type="text"/>	Mobile:	<input type="text"/>

Directors:

*Full name:	<input type="text"/>	*Date of birth:	<input type="text"/>
*Home address:	<input type="text"/>		
Telephone no:	<input type="text"/>	Work:	<input type="text"/>
	<input type="text"/>	Mobile:	<input type="text"/>

Directors:

*Full name:	<input type="text"/>	*Date of birth:	<input type="text"/>
*Home address:	<input type="text"/>		
Telephone no:	<input type="text"/>	Work:	<input type="text"/>
	<input type="text"/>	Mobile:	<input type="text"/>

If additional Directors attach details to application form

Terms and conditions

Declaration:

The customer agrees to abide by the standard Terms and Conditions of trade as set out below, including those contained in the direct debit application and authority forms. The customer acknowledges by signing this application, that they have read and understood the terms and conditions of trade.

Customer information:

I/We authorise any person or company to provide Waka Kotahi NZ Transport Agency (Waka Kotahi) with such information as Waka Kotahi may require in response to any credit enquiries they may wish to undertake. I/We further authorise Waka Kotahi to furnish any third party details of this application and any subsequent dealings that I/we may have with you as a result of this application being actioned. (Information collected on this form may be supplied to a credit reporter or reporters, to assist us with making a decision on the grant of credit and/or for the purpose of debt collection).

Third party costs:

The customer shall pay or reimburse all costs and/or expenses incurred by Waka Kotahi in instructing our Collection Agencies to recover any amount overdue for payment as per the court rules under civil legislation.

*Applicant signature:

Name:	Signature:	Date:
<input type="text"/>	<input type="text"/>	<input type="text" value="/ /"/>

I confirm that I am authorised to give approval.

*Witnessed by:

Name:	Signature:	Date:
<input type="text"/>	<input type="text"/>	<input type="text" value="/ /"/>

Fields marked with an * are compulsory

Personal guarantee

(for Limited Liability Companies)

I/We (name of guarantor):	<input type="text"/>
Occupation:	<input type="text"/>
of (guarantor's address):	<input type="text"/>
request Waka Kotahi to allow (account holder):	<input type="text"/>

or any company or partnership formed in amalgamation or reconstruction thereof (hereinafter called together with his/its successors and administrators and assigns referred to as "The Customer") to facilitate the future supply of goods and services including the provision of credit and as consideration thereof I/we do hereby jointly and severally guarantee the due and punctual payment of all monies which have become payable or shall become payable in the future to Waka Kotahi in any manner by the account holder. In the event that further goods, services or credit are not provided from the date of this guarantee, I/we acknowledge that it shall be deemed and agreed as between the parties that this guarantee is given in consideration of a forbearance to sue on the part of the credit provider, the customer in respect of any monies owing.

Dated this day of 20

Signed by: Name:

as guarantor in the presence of:

Witness:	<input type="text"/>
Occupation:	<input type="text"/>
Address:	<input type="text"/>

Please send all completed forms to regulatorycontractsadmin@nzta.govt.nz or post the original forms to:

Motochek Administrator
Waka Kotahi
Private Bag 11777
Palmerston North 4442