

Authorisation Form

Driver Licence Check



This form is for Employers, their agents or representatives to complete and retain.

Employers are required to hold written authorisation before seeking a request and make the authorisation available to the NZ Transport Authority upon request.

Namecheck requires employers to read the terms and conditions and abide by the law.

If you are not lawfully entitled or are using the information for any reason other than the strict purposes allowed, **Do Not Proceed**. NZTA runs audits randomly from time-to-time.

Employment Applicant's authorisation

Authorisation Name _____

Signature _____ Date of Birth _____

Current address _____

Suburb _____ Country _____

Previous address (if applicable) _____

Suburb _____ Country _____

Employer

Company name _____

Contact Name _____

Position applicant is applying for _____

I have read and understand Terms and conditions below.

Employer's signature _____

Or Employer's representative/agent's signature _____

Date _____

Please retain this copy of authorisation. Namecheck will not hold a copy for you.

Terms and conditions

- 1 **EMPLOYMENT CHECK:** You are permitted to undertake a pre-employment Driver's License check of an individual with their permission.
- 2 **DRIVER LICENCE INFORMATION:** If you collect a driver licence number to give to us you must make it clear to the individual that supplying the driver licence number is voluntary. If the driver licence number is given to you, you must:
 - 2.1 also collect the driver licence card number;(commonly called version)
 - 2.2 disclose both the driver licence number and card number to us; and
 - 2.3 where the driver licence number and driver licence card number are collected from the individual in person, take reasonable steps to *ensure that the individual is the individual shown on the driver licence.*
- 3 **OUR COMPLIANCE CHECKS:** We are required by certain laws and regulations and under our terms of access to certain third party information to check your compliance with some of your obligations in this agreement and to monitor your use of our services. You must promptly co-operate with us when we undertake these compliance checks and monitoring, and in our efforts to investigate and resolve complaints and requests for correction of any information you have given us. This may require you to answer questions, provide us with information or documentation or to take other reasonable steps to show your compliance or to assist our monitoring or investigations or to substantiate any information you have given us.
- 4 **SUPPLY OF SERVICE:** You must only use our services and the information obtained from our services for the purposes of your internal business use and only in accordance with all laws and regulations. You understand that we will not provide you services if we reasonably believe that we are not permitted to by any law or regulation or by any agreement we have with a third party supplier of information.
- 5 You must not disclose the information supplied as part of our services to any third party except to the extent as required by law and you must not resell the information.
- 6 Before you provide us with information or use our services you must obtain all applicable consents and authorisations, which must be freely given and informed, and in accordance with the Privacy Act 1993 and any other applicable laws and you must take reasonable steps to ensure that the information is accurate, up to date, complete, relevant and not misleading.
- 7 Centrix only, will hold one copy of each information report we provide to you ("historical reports") to be accessed by you for your purposes only. You acknowledge and agree that for the purposes of s3(4) of the Privacy Act, we hold the historical reports as your agent and on your behalf and not for our own purposes. We may at any time destroy the historical reports.
- 8 You agree that where we are permitted to by law, Centrix may retain any information supplied by you when using our services and they may use this information to update their databases and for providing services to you and any other subscribers to our information services or as permitted by law.

LIMITATION AND LIABILITY

- 9 You agree that the information supplied as part of the services is obtained from a number of sources and is not verified by us and that we do not guarantee, warrant or represent that the information is free of errors or defects or is complete, correct or current or is to be used for any particular purpose by you.
- 10 You agree that whilst we will take all care in providing our services, to the extent permitted by law, we will not be liable in any way whatsoever for the information supplied as part of providing our services. You use our services at your own risk and you are responsible for the assessment and evaluation of the information we provide as part of our services.
- 11 Notwithstanding any other clause in this agreement and to the extent permitted by law our maximum liability to you for any losses, damages, costs or for any claims howsoever arising out of or in connection with this agreement or the supply of our services to you is \$10.00
- 12 You agree that you are acquiring our services for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 do not apply.