

# Authorisation form

## Namecheck Credit Check



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

Landlords & Employers are required to hold this written authorisation before seeking a credit check and to make the authorisation available upon request.

Namecheck requires members to read the terms and conditions, and abide by the law and the Credit Reporting Privacy Code 2004.

If you are not lawfully entitled or are using the information for any reason other than the strict purposes allowed, **Do Not Proceed**.

### **Tenant or Employment Applicants authorisation**

Authorisation Name \_\_\_\_\_

Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_

Current address \_\_\_\_\_

Suburb \_\_\_\_\_ Country \_\_\_\_\_

Previous address (if applicable) \_\_\_\_\_

Suburb \_\_\_\_\_ Country \_\_\_\_\_

### **Employer or Landlord**

Company name \_\_\_\_\_

Contact Name \_\_\_\_\_

Position applicant is applying for \_\_\_\_\_

*I have read and understand Terms and conditions below.*

Employer's or landlord's signature \_\_\_\_\_

Or Landlord 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

## A. SUPPLY OF SERVICES

- 1 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.
- 2 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.
- 3 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.
- 4 We 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.
- 5 You agree that where we are permitted to by law, we may retain any information supplied by you when using our services and we may use this information to update our databases and for providing services to you and any other subscribers to our information services or as permitted by law.

## B. LIMITATION AND LIABILITY

- 6 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.
- 7 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.
- 8 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 \$20.00.
- 9 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.

## C. OUR COMPLIANCE CHECKS

- 10 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.

## D. CONSUMER CREDIT BUREAU SERVICES

***In addition, this Section D applies if you use the consumer credit bureau services that supplies credit information about individuals ("Bureau"). Centrix Group Limited is the consumer credit reporter and is required by the Credit Reporting Privacy Code 2004 to impose additional obligations on you when you supply information to be listed on the Bureau or use the Bureau services.***

- 11 Without limiting clause 5, before giving us information in order to use our services, you must obtain the individual's authorisation to do so and you must tell the individual that we are collecting their personal information for credit reporting purposes and that we may use the information to update our Bureau and use for credit reporting purpose and provide the information to other subscribers.
- 12 **Tenant credit check:** You are permitted to assess the creditworthiness of a prospective tenant or a guarantor of a prospective tenant.
- 13 **Pre-employment check:** You are permitted to undertake a pre-employment check of an individual for a position involving significant financial risk.
- 14 You understand that we will record every access you make to the Bureau services and that this will be made available to the individual if they request a copy of their credit report from us.