



Safety check examiner

Application for e-Safety Check accreditation

You must be an accredited examiner within the Authorised Inspection Station (AIS) Scheme to be eligible for e-Safety Check accreditation.

1. Personal details

SURNAME		GIVEN NAMES	
RESIDENTIAL ADDRESS		DATE OF BIRTH	
P/CODE		TEL NUMBER ()	
MAILING ADDRESS (IF DIFFERENT TO RESIDENTIAL ADDRESS)		FAX NUMBER ()	
P/CODE		MOBILE	
EMAIL ADDRESS		DRIVER LICENCE NUMBER	

2. Details of safety check examiner

SAFETY CHECK EXAMINER NUMBER	MVRIA CERTIFICATE NUMBER
------------------------------	--------------------------

3. e-Safety Check access requirements

(PLEASE TICK ONE)

INTERNET

TELEPHONE

4. Declaration

I accept that the submission of this application does not guarantee selection for accreditation. I declare that the information on this form is true and complete. I understand that I must supply the information in accordance with the rules for Authorised Inspection Stations and failure to supply full details and sign this declaration can result in the application not proceeding. The information supplied may be disclosed in accordance with the exemptions provided in the *Privacy and Personal Information Protection Act 1998*. I understand that the RTA will conduct checks of its records to confirm correctness of the information provided and to determine whether I as the examiner applicant, am to have access to the on-line system for safety check inspections. I understand that I am able, upon request, to obtain or change any of my personal information held by the RTA. I acknowledge I have read and understand the terms and conditions for the e-Safety Check system and agree to be bound by them. I also agree to continue to be bound by the rules for Authorised Inspection Stations.

5. Mail this completed form to:

Manager
Inspection Program Services
Roads and Traffic Authority
PO BOX 94
Glen Innes NSW 2370
or fax to (02) 6732 9189



For more information:



www.rta.nsw.gov.au



13 22 13

SIGNATURE OF EXAMINER

DATE

Terms and conditions of the e-Safety check system

1. BACKGROUND

The Roads and Traffic Authority of New South Wales (RTA) has developed the e-Safety Check System (System) for use by Authorised Safety Check Inspection Stations (ASCIS) as part of the Authorised Inspection Scheme (System) and with the aim of improving the efficiency and standard of customer services.

The System enables Proprietors and Examiners to electronically submit vehicle inspection information to the RTA using the telephone and the Internet. Where the RTA rejects an application from a Proprietor or Examiner to use the System, the proprietor or Examiner may make further representations to the RTA as to why the application to use the System should be accepted by the RTA.

2. INTERPRETATION

This document contains the terms and conditions pursuant to which Proprietors and Examiners may use the System.

2.1 In this document a "Proprietor" is the proprietor or the nominee of a proprietor of an ASCIS under the Scheme and an "Examiner" is an ASCIS examiner under the Scheme. "Personal Information" has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)* and any Information Protection Principles issued under such Act. The terms and conditions contained in clauses 3 to 9 apply to a Proprietor or Examiner who is accredited by the RTA to use the System.

2.2 The terms and conditions applying to the Scheme also apply to the use by a Proprietor and an Examiner of the System. In the event of any inconsistency between these terms and conditions and the terms and conditions applying to the Scheme, these terms and conditions prevail to the extent of the inconsistency.

3. ACCREDITATION TO USE THE SYSTEM

3.1 All users must be accredited

- 3.1.1 Only persons accredited to use the System by the RTA may use the System.
- 3.1.2 The RTA may accredit Proprietors and Examiners to use the System.

3.2 The accreditation process

- 3.2.1 A Proprietor who seeks to use the System must first apply for accreditation to use the System by completing, signing and delivering to the RTA the AIS proprietor or proprietor's nominee application for e-Safety Check accreditation.
- 3.2.2 An Examiner who seeks to use the System must first apply for accreditation to use the System by completing, signing and delivering to the RTA the Safety check examiner application for e-Safety Check accreditation.
- 3.2.3 The RTA will advise Proprietors and Examiners in writing if they are accredited to use the System. The RTA may accept or reject an application to use the System.
- 3.2.4 Where the RTA rejects an application from a Proprietor or Examiner to use the System, the Proprietor or Examiner may make further representations to the RTA as to why the application to use the System should be accepted by the RTA.

4. USE OF THE SYSTEM

4.1 Permitted Use

Each Proprietor and Examiner may use the System for the sole purpose of submitting vehicle inspection information to the RTA and receiving information on the Scheme and System from the RTA.

4.2 Proprietor and Examiners must use the System

Each Proprietor and Examiner must use the System to electronically provide to the RTA all safety inspection reports on each vehicle inspected by the Proprietor and/or the Examiner pursuant to the Scheme. The safety inspection report must be provided to the RTA before it is provided to the customer. This clause will not apply during any period when a Proprietor or an Examiner is unable to access the System due to reasons beyond the control of the Proprietor and the Examiner, such as when the System is unavailable.

4.3 Records, Systems, Processes and Equipment

The RTA accepts no responsibility for any hardware, software or other systems, equipment or processes used by any Proprietor or Examiner in connection with the use of the System. The RTA is not responsible for any costs or expenses incurred by a Proprietor or an Examiner in using the System including any connection charges.

4.4 User IDs and passwords

4.4.1 Each Proprietor and Examiner will be provided with a unique identification number (user ID) and a PIN which are required to access the System. The user ID may be recorded by the RTA for security and audit reasons against all information submitted by each Proprietor and Examiner.

4.4.2 Each Proprietor and Examiner must:

- 4.4.2.1 keep their PIN secure and separate from user IDs;
- 4.4.2.2 ensure that their PIN is not used by or available to any other person; and
- 4.4.2.3 log out of the System (in the case of Internet access to the System) when vacating the terminal from which the Proprietor or Examiner has accessed the System.

4.4.3 If a Proprietor or an Examiner knows or suspects that another person knows or may know the Proprietors' or Examiners' PIN for accessing the System, the Proprietor and the Examiner must immediately:

- 4.4.3.1 change their PIN (to the extent that they are able to); and
- 4.4.3.2 advise the RTA of such occurrence or suspicion.

4.5 Rules and Directions

Each Proprietor and Examiner must promptly comply with any guidelines or direction issued by the RTA from time to time in relation to the System.

5. e-SAFETY CHECK INFORMATION

5.1 Entering Information

Each:

5.1.1 Proprietor in relation to information submitted using the System by:

- 5.1.1.1 that Proprietor; and
- 5.1.1.2 each Examiner engaged by that Proprietor; and

5.1.2 Examiner in relation to the information submitted using the System by that Examiner, must ensure that the information submitted:

5.1.3 is complete, correct and accurate; and

5.1.4 complies with:

- 5.1.4.1 all applicable laws; and
- 5.1.4.2 any RTA business rules and/or other written RTA guidelines including the Rules.

5.2 Audit

Each Proprietor and Examiner:

- 5.2.1 acknowledges that the RTA may from time to time audit compliance with these terms and conditions;
- 5.2.2 agrees upon request to promptly give the RTA or its nominee access to relevant ASCIS records held by or under the control of that Proprietor or Examiner; and
- 5.2.3 agrees to be available to the RTA or its nominee upon request in order for the RTA or its nominee to conduct the audit.

6. ACKNOWLEDGEMENTS AND LIABILITY

6.1 Acknowledgements

- 6.1.1 Each Proprietor and Examiner acknowledges that the RTA does not represent or warrant:
 - 6.1.1.1 that the System will be available, at any particular time;
 - 6.1.1.2 that each Proprietor or Examiner will be able to use the System including, without limitation, with any computer hardware or software used by the Proprietor or Examiner; or
 - 6.1.1.3 that the system is or will remain error free or free from any computer virus, defect or contamination.

6.1.2 Each Proprietor and Examiner acknowledges that:

- 6.1.2.1 monetary damages for a breach of these terms and conditions by the Proprietor or Examiner will be insufficient to compensate the RTA for such a breach; and
- 6.1.2.2 in addition to any other remedy available at law the RTA is entitled to injunctive relief to prevent a breach of and to compel specific performance of the terms of this document.

6.2 RTA liability

- 6.2.1 Subject to clause 6.3, the RTA excludes all liability (in contract, tort including negligence, under statute or otherwise arising) to each Proprietor, Examiner and any third parties in respect of any direct or indirect loss, damage, claim or expense arising out of or in connection with a Proprietor's or an Examiner's use of the System.
- 6.2.2 Each Proprietor indemnifies and will keep indemnified the RTA against all liability, loss, damage, claims, causes of action, costs and expenses directly or indirectly arising from or in connection with the submission by that Proprietor or any Examiner engaged by that Proprietor of safety inspection reports or other information which are negligently prepared or are misleading or fraudulent.

6.2.3 Each Examiner indemnifies and will keep indemnified the RTA against all liability, loss, damage, claims, causes of action, costs and expenses directly or indirectly arising from or in connection with the submission by that Examiner of safety inspection reports or other information which are negligently prepared or are misleading or fraudulent.

6.3 Exclusion of terms

6.3.1 If the *Trade Practices Act 1974 (Cth) (Act)* or similar legislation applies to these terms and conditions at any time (which is not admitted by the RTA), nothing in these terms and conditions excludes or limits any liability the RTA may have under the Act or similar legislation that the RTA is not permitted by law to exclude or limit, including liability to a "consumer" (as that term is defined in that Act). The RTA limits any liability it has to such a consumer for breach of a warranty implied under the Act or similar legislation to resupplying the services in respect of which the breach occurred.

6.3.2 Except as otherwise expressly stated in these terms and conditions, all terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise relating to the System and to these terms and conditions are excluded to the fullest extent permissible at law.

7. TERM AND TERMINATION

7.1 Duration

Each Proprietor and Examiner may use the System from the date they are accredited to do so until the earlier of:

- 7.1.1 the date the Proprietor's or the Examiner's use of the System is terminated pursuant to clause 7.2; or
- 7.1.2 the date the RTA advises the Proprietor and the Examiner that use of the System will cease.

7.2 Termination

- 7.2.1 The RTA may at its discretion by notice to the Proprietor immediately terminate the use of a Proprietor or Examiner of the System.
- 7.2.2 The Proprietor or an Examiner may terminate use of the System by giving a minimum of seven calendar days written notice of its intention to terminate to the RTA.

7.2.3 Termination is without prejudice to any accrued rights or remedies of the parties.

7.3 Suspension

The RTA may suspend a Proprietor or Examiner from using the System in accordance with the RTA rules for the AIS.

8. PRIVACY

8.1 Where a Proprietor or Examiner is required to collect confidential or Personal Information, then the Proprietor or Examiner must comply with privacy legislation and advise the person giving such information that is being obtained for RTA and for what purpose.

8.2 If a Proprietor or Examiner misuses any Personal Information, the RTA may suspend or terminate a Proprietor's or Examiners':

- 8.2.1 accreditation to use the System; and
- 8.2.2 authority for the Scheme.

8.3 The RTA may at its discretion use the e-Safety Check business details which a Proprietor or Examiner provides in its application to promote the e-Safety Check system by disclosing the business details to the public.

9. GENERAL

9.1 Proprietors and Examiners must not assign, sub-contract or otherwise transfer any or all of their rights or obligations granted under these terms and conditions except with the prior written consent of the RTA.

9.2 Nothing in these terms or conditions will create, or be deemed to create, a partnership, the relationship of principal and agent or the relationship of employer and employee between the RTA and a Proprietor or Examiner. Each Proprietor and Examiner must not represent themselves as an agent of the RTA and will have no authority to enter into any obligations on behalf of the RTA or to bind the RTA in any way.

9.3 These terms and conditions may only be amended by the RTA and may be amended by notice to a Proprietor or Examiner including as specified on the RTA's home page for Internet access for the System.

9.4 These terms and conditions are governed by and construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the Courts of New South Wales.