

You must be an accredited examiner / entity within the Authorised Inspection Scheme (AIS) to be eligible for AIS Online accreditation.

1. Applicant details *(please use block letters)*

Examiner number *(this is your examiner or proprietor no.)*

Current AIS station number

Surname

Given names *(all names are required)*

Residential address
(include street, street number, suburb/town and postcode)

Postcode

Mailing address *(if different to residential)*

Postcode

Telephone number

Mobile number

Fax number

Email address

Date of birth

/	/
day	month year

Driver licence number

Driver licence class/es *(an examiner must not drive a vehicle unless they hold a current driver licence of the appropriate class for that vehicle)*

Tradesperson Certificate licence number

2. Declaration

I declare that the information supplied in this application is true and complete. I understand that I must supply the information in accordance with the Business Rules for the Authorised Inspection Scheme (AIS) and that failure to supply full details and sign this declaration can result in the application not proceeding.

I acknowledge that I have read and understood the:

1. terms and conditions for the AIS Online System; and
 2. Business Rules of the AIS,
- and agree to be bound by them.

Examiner / Entity signature

Date

/	/
day	month year

3. Personal Information Collection Notice

Transport for NSW is committed to protecting your privacy and ensuring your personal and health information is managed according to law. Find out why we collect your personal information, including how we use and manage it, by reading our privacy statement at www.transport.nsw.gov.au/privacy-statement or phone 13 22 13 to request a copy.

Please return this form to :

Administration & Accreditation
PO Box 122, Glen Innes NSW 2370
T 1300 79 11 86 | E ais@transport.nsw.gov.au

Terms and Conditions of Use for AIS Online System

1. BACKGROUND

The Transport for NSW (TfNSW) of New South Wales has developed the **AIS Online System (System)** for use by Authorised Inspection Stations (AIS) as part of the Authorised Inspection Scheme (Scheme) and with the aim of improving the efficiency and standard of customer services.

The System enables Proprietors access to maintain AIS details and Examiners to electronically submit vehicle inspection information to TfNSW using the Internet.

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 AIS under the Scheme and an "Examiner" is an AIS 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 RMS 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 TfNSW may use the System.

3.1.2 TfNSW may accredit Proprietors and Examiners to use the System.

3.2 The accreditation process

3.2.1 A pre-existing Proprietor who seeks to use the System must first apply for accreditation to use the System by completing, signing and delivering to TfNSW the Application for AIS Online Access (Entity Application)(or equivalent). Newly applying Proprietors need to read, understand and sign the declaration advised on the Application for Authorisation as a Proprietor Only (under the Authorised Inspection Station Scheme).

3.2.2 A pre-existing Examiner who seeks to use the System must first apply for accreditation to use the System by completing, signing and delivering to TfNSW the Application for AIS Online Access (Entity Application)(or equivalent). Newly applying Examiners need to read, understand and sign the declaration advised on the Application for Authorisation as an Examiner (under the Authorised Inspection Station Scheme).

3.2.3 TfNSW will advise Proprietors and Examiners in writing if they are rejected from being accredited to use the System. TfNSW may accept or reject an application to use the System.

3.2.4 Where TfNSW rejects an application from a Proprietor or Examiner to use the System, the Proprietor or Examiner may make further representations to TfNSW as to why the application to use the System should be accepted by TfNSW.

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 TfNSW and receiving information on the Scheme and System from TfNSW.

4.2 Proprietor & Examiners must use the System

Each Examiner must use the System to electronically provide to TfNSW all inspection reports on each vehicle inspected by the Examiner pursuant to the Scheme. The inspection report must be provided to TfNSW 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

TfNSW 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. TfNSW 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 TfNSW 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;

4.4.2.3 and 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 TfNSW of such occurrence or suspicion.

4.5 Rules and Directions

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

5. AIS ONLINE 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 TfNSW business rules and/or other written TfNSW guidelines including the Rules.

5.2 Audit

Each Proprietor and Examiner:

5.2.1 acknowledges that TfNSW may from time to time audit compliance with these terms and conditions;

5.2.2 agrees upon request to promptly give TfNSW or its nominee access to relevant AIS records held by or under the control of that Proprietor or Examiner; and

5.2.3 agrees to be available to TfNSW or its nominee upon request in order for RMS or its nominee to conduct the audit.

6. ACKNOWLEDGEMENTS AND LIABILITY

6.1 Acknowledgements

6.1.1 Each Proprietor and Examiner acknowledges that TfNSW 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 TfNSW for such a breach; and

6.1.2.2 in addition to any other remedy available at law TfNSW is entitled to injunctive relief to prevent a breach of and to compel specific performance of the terms of this document.

6.2 RMS liability

6.2.1 Subject to clause 6.3, TfNSW 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 TfNSW 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 inspection reports or other information which are negligently prepared or are misleading or fraudulent.

6.2.3 Each Examiner indemnifies and will keep indemnified TfNSW 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 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 TfNSW, nothing in these terms and conditions excludes or limits any liability TfNSW may have under the Act or similar legislation that TfNSW is not permitted by law to exclude or limit, including liability to a "consumer" (as that term is defined in that Act). TfNSW 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

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 TfNSW advises the Proprietor and the Examiner that use of the System will cease.

7.2 Termination

7.2.1 TfNSW 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 7 calendar days written notice of its intention to terminate to TfNSW.

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

7.3 Suspension

TfNSW may suspend a Proprietor or Examiner from using the System in accordance with TfNSW 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 TfNSW and for what purpose.

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

8.2.1 accreditation to use the System; and

8.2.2 authority for the Scheme.

8.3 TfNSW may at its discretion use the AIS Online business details which a Proprietor or Examiner provides in its application to promote the AIS Online 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 TfNSW.

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 TfNSW and a Proprietor or Examiner. Each Proprietor and Examiner must not represent themselves as an agent of TfNSW and will have no authority to enter into any obligations on behalf of TfNSW or to bind TfNSW in any way.

9.3 These terms and conditions may only be amended by TfNSW and may be amended by notice to a Proprietor or Examiner including as specified on TfNSW 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.