

# Request For Access To Our Information Services



To request access to our information services please complete the following steps:

- STEP 1** Read the section on Use of Our Information Services
- STEP 2** Complete the application form, including all mandatory fields
- STEP 3** Sign the application form, making sure you have supplied all the necessary information
- STEP 4** Fax or post this application to Veda Advantage (please return all pages, particularly pages 3, 4 & 5 if applicable)
- STEP 5** On approval of your application Veda Advantage will then contact you to advise access details

The information set out in this application and the attached "Use of Our Information Services" form the basis of the agreement between us for your use of our standard information services.

**Need help or have questions?** Freephone 0800 653 309, or email [subscriptions@vedaadvantage.com](mailto:subscriptions@vedaadvantage.com)

**Note:** You can also complete the application process online at [www.vedaadvantage.com/become\\_a\\_subscriber/become\\_a\\_subscriber\\_default.aspx](http://www.vedaadvantage.com/become_a_subscriber/become_a_subscriber_default.aspx)

## Your Information

Tick box if you are already a subscriber and require a name change only

Please provide your personal or company information below, fields marked \* are mandatory.

Company (Include company office no: )  Individual/Sole Trader  Government Agency

**Date of Birth: \***   
(if Individual or Sole Trader)

**Company or Individual's Name: \***

If Sole Trader or Partnership, list names of Principals:

Parent Company (if applicable):

**Type of Business (principal activity or industry): \***

**Email Address: \***

**Phone Number: \***  **Fax Number:**

Postal Address:

Physical Address (if different):

## Business Contact

To be contacted for general business matters

Name:

Phone Number(s):

Email Address:

## Privacy Contact

We require a nominated contact for privacy issues associated with use of our information services

Name:

Phone Number(s):

Email Address:

Same as Business Contact

## Information Services Required

Our consumer credit reporting services are services where we give you credit information about individuals, such as our consumer credit reports and Alert monitors.

Our other services include our verification services, third party information services, our ABR services and our commercial credit reporting services.

**Full Services** (All information services including our consumer credit reporting services.)

**Information Services** (All information services excluding our consumer credit reporting services.)

## Type of Access

- Internet
- 0900 Phone Service (operator assisted)\*
- 0800 Phone Service (operator assisted)\*
- Unsure** (tick this box and add comments below – we will contact you to discuss what best suits you)

\*Our ABR services are not available by these means

**Purpose for Using Consumer Credit Reporting Services**

If you wish to use our consumer credit reporting services please indicate your reason(s) for use. Multiple selections are allowed. These grounds apply to your business activities and the corresponding purpose that you will use our consumer credit reporting services for. We are only able to allow you to use the consumer credit reporting services under the grounds and for the purpose that apply to you.

- Credit Provider** – you provide credit to consumers and will use the service for the purpose of making a credit decision affecting a consumer (and for directly related purposes, including debt collection)
- Landlord** – you are a landlord and will use the service to assess the creditworthiness of a consumer as a prospective tenant or guarantor of a tenancy.
- Employer** – you are an employer and will use the service to conduct a pre-employment check of a consumer, but only for a position involving significant financial risk
- Insurer** – you are an insurer and you will use the service for the purpose of investigating a case of suspected insurance fraud.
- Insurer** – you are an insurer and you will use the service for the purpose of a decision on the underwriting of insurance in respect of a credit-related transaction relating to a consumer.
- Debt Collector** – you carry on a business of collecting debts and you will use the service for the purpose of enforcement of a debt in relation to the consumer concerned.
- Other** (not defined in purposes above)\*

\*State a purpose under Rule 11 of the Code  
 Download a copy of the Code from [www.privacy.org.nz](http://www.privacy.org.nz)

**Credit Disclosure**

- We, the company named above/I, the individual/sole trader named above understand that Veda Advantage is asking for information about me/us so as to use its credit reporting service to credit check me/my company/agency.
- I/We understand that:
  - you will use the information about me/my company for that purpose.
  - you will hold that information on your systems and use it to provide your credit reporting service.
- when your other customers use the credit reporting service, you may give the information to those customers.
- you may use your credit reporting services in the future for purposes related to the provision of credit to me/my company. This may include using your monitoring services to receive alerts if any of the information held about me/my company changes (this includes updates and new records).
- if I/my company defaults in payment obligations to you, you may give information about me/my company default to your other customers.

**Payment options for Use of Our Information Services (does not apply to 0900)**

- Annual** (excl. GST)  **Non Direct Debit \$320.00**
  - Direct Debit \$235.00**  
 (this payment method will apply to both the annual fee and monthly invoicing – complete form on page 5)
- Terms and Conditions**
- Payment method selected applicable to both annual fee and monthly billing
  - No Credits
  - Additional terms and conditions around Direct Debit payment behaviour
- NZPIF Membership Number

We/I confirm the information provided above is accurate. We/I understand the attached Use of Information Services applies to our/my use of all standard information services and forms the basis of the agreement between us for our/my use of your standard information services.

Your Name:

Position title:

Signature:

Date:

Please forward your completed application, Payment options page and Use of our information services terms to:

**Fax** 09 367 6220  
**Post** Veda Advantage (NZ) Ltd  
 Information Services & Solutions  
 Private Bag 92156  
 Auckland Mail Centre  
 Auckland 1142  
 New Zealand

We recommend that you keep a copy of every page which you send to us for your records. On receipt of your application we will provide you with instructions for using our information services. If for any reason your application should not be approved we will contact you to explain our reasons and the suggested next steps.

## 1. INTRODUCTION

2.1 This agreement applies when we, Veda Advantage (NZ) Limited, supply any standard information services (our "information services") to you, our customer.

**Note:** Our information services include our verification services, third party information services, our ABR services and our commercial and consumer credit reporting services. Additional terms apply to some of the services we supply; we will tell you if additional terms apply to any service you use. Clauses 2.8 and 2.9 apply to our ABR services.

## 2. SUPPLY OF OUR INFORMATION SERVICES

2.1 We will supply our information services to you when you ask us to do so during the time those information services are usually available. However, because our information services are supplied over communication links and other networks, the availability of any information service relies on the availability of those links and networks. While we do our best to make sure our services are available, we are not responsible if the links or the networks are unavailable at any time and we do not guarantee our information services will be continuously available.

**Note:** Most of our information services are usually available all day, every day, except for midnight Sunday to 2am Monday every week, and Christmas Day and Good Friday (when we do scheduled maintenance). Information services accessed by telephone or personal support are only available during our standard working hours.

2.2 You must comply with this agreement and follow our procedures and any other instructions we provide when you use any information service. For example, if you use our consumer credit reporting service, there is certain minimum information our system needs so we can supply the service to you. If we change any of our procedures or instructions, or if we introduce new ones, and we think the changes will affect you, we will let you know in reasonable time taking into account the nature of those changes.

**Note:** For our current procedures see the information in our "Policies for Use Guide" which is available on our website [www.vedaadvantage.com](http://www.vedaadvantage.com) or contact us for more information.

2.3 In return for using our information services, you agree:

- to give us all the information we require about overdue amounts owed to you ("default information"). Before you give us default information you must have:
  - taken steps to recover the amount and it must have been overdue for more than 30 days;

**Note:** The default information we currently require is in our "Policies for Use" document. Examples of steps you might take to recover amounts owing include referring the debt to a solicitor, collection agency or repossession agency for recovery; or reminding the debtor about the amount owing, including the consequences of non-payment.

- taken reasonable steps to tell the debtor the default information is to be given to us and that we will supply it to other customers when they use our information services; and
- if the default information is about an individual, made sure that the individual has authorised you to give us the default information and for us to supply it as part

of our information services. This obligation does not apply if you are a debt collector;

- to update the default information you have given to us so that the default information we hold remains accurate, up to date and complete;
- if we ask you, to provide us with the information we need and co-operate with us so we can substantiate the default information you have given us.

2.4 You must make sure all the information you give us is accurate, up to date and complete.

**Note:** Because information you give us is shared with others who use our services, we need the information you give us to be accurate, up to date and complete.

2.5 You must use the reports and information we supply you only for your internal business use. But you may disclose information we supply you in accordance with your statutory obligations, including to the individual the information is about. You must not:

- give our reports or information to anyone else;
- reproduce or copy the reports or information we supply you, except to the extent this is an integral part of our information service. If you use our information service electronically, you may retain a printout of any report we supply you.

**Note:** For example, if we deliver reports electronically, saving them onto your system, or printing them for your file, is an integral part of the information service; or if we deliver information to you by a stream of data (instead of by report), the information will be copied into your system and reprocessed as part of your credit approval process. If you have any questions about whether you can reproduce or copy reports or information, please contact us.

We have copyright in the compilation of the information we use to supply information services to you, and in the reports we supply to you when you use our information services.

**Note:** For example, this means that you cannot re-sell, re-package or otherwise re-use our information other than as permitted under this agreement.

2.6 Once you give information to us, we can use that information to supply our information services to you and others. Because our information services rely on the information we collect, we do not usually remove any information from our systems unless we think it is not accurate, up to date or complete. It is our decision whether we remove the information.

2.7 While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out-of-date. We do not guarantee the accuracy of information we supply you as part of our information services.

2.8 If we have given you a timetable or time estimate for providing our information services, we will use reasonable endeavours to meet that timetable or time estimate. We will let you know if we rely on you to do anything in order for us to meet the timetable or time estimate and you agree to co-operate with us.

2.9 You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, regardless of whether you base them on the information we supply.

## 3. OUR CONSUMER CREDIT REPORTING SERVICES

**Note:** This section 3 applies when you use our consumer credit reporting services. Our consumer credit reporting services are services where we give you credit information about individuals. If you do not use our consumer credit reporting services, this section 3 does not apply to you.

In 2004, the Privacy Commissioner introduced a Code under the Privacy Act 1993 called the Credit Reporting Privacy Code 2004 (the Code). The Code imposes particular obligations on us as credit reporters when we provide consumer credit reporting services.

3.1 Before you use any consumer credit reporting service, the individual you are enquiring about must:

- authorise you to make an enquiry about them. This obligation does not apply if an exception under the Code applies to you;
- authorise us to list the information you give us about them on our system, use it for our credit reporting services, and supply it to our customers when they use our services. This obligation does not apply if an exception under the Code applies to you.

**Note:** We have example authorisation clauses which we can provide to you to help you make sure you get proper authorisation from individuals. Information about the exceptions under the Code are in our frequently asked questions (FAQs) on our website.

3.2 Every time you use our consumer credit reporting service you must tell us the purpose for which you will use the information we give you. We are required to only let you use the service if we believe, on reasonable grounds, we are allowed to under the Code.

**Note:** A summary of the purposes we are allowed to provide our credit reporting services for is in our FAQs on our website.

3.3 In order to help us ensure our consumer credit reporting services are used in compliance with the Code, you must:

- have written policies and procedures for your employees, agents and contractors to follow when they use our consumer credit reporting services so that all those people comply with your obligations for use of those services;
- have controls over who uses those services. Your controls must include:
  - use of any passwords and log on details you use to access our services;
  - being able to identify which of your users has used our consumer credit reporting service every time someone uses them;
- provide information and training on the policies, procedures and controls so that your employees, agents and subcontractors follow those policies, procedures and controls for use of our services;
- monitor your use of our consumer credit reporting services and regularly check compliance with your internal policies, procedures and controls;
- take appropriate action if you identify any breaches of those policies, procedures and controls;
- take all other appropriate measures to safeguard information we give you against improper access.

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**3. CONSUMER CREDIT REPORTING SERVICES CONTINUED...**

3.4 The Code requires us to monitor your use of our consumer credit reporting services and your compliance with this agreement. You must co-operate with our reasonable requirements to monitor your use of those services and your compliance with this agreement. For example, if we ask you to, you must give us:

- copies of your policies and procedures for use of our consumer credit reporting services;
- evidence to confirm you have:
  - an authorisation from an individual, or that you do not need one; and
  - undertaken an enquiry only for the purpose you told us you were using our consumer credit reporting service for; and
  - information identifying which of your users has used our consumer credit reporting service.

We will only use any information you give us under this clause for the purposes of the monitoring we are obliged to do under the Code; and we will keep that information confidential, except where we are obliged by law to give the information to someone else.

3.5 The Code requires us to maintain an access log. This access log will record each time you use our consumer credit reporting service. We are required to give an individual a copy of their access log if they ask us to.

**4. OTHER TERMS FOR SUPPLY**

- 4.1 If we give you a user name, password, or other identifier to use any of our information services, you must keep the identifier confidential. You are responsible for all use of that identifier. If we ask you to, you must stop using that identifier, or use a replacement identifier we give you.
- 4.2 If we ask you to, you will provide us with one contact person within your organisation, or one contact for each branch of your organisation. That person will be responsible for liaising with us about the requirements of this agreement.
- 4.3 You must promptly co-operate with us if we need to investigate any requests for correction of the information we hold or if we need your help to resolve any complaint about that information.
- 4.4 When we provide our information services to you, we must comply with the Privacy Act 1993 and the Code and all other laws that apply to our information services.
- 4.5 When you use any of our information services or the information we give you, you must comply with the Privacy Act 1993 and the Code and all other laws that apply to your use of our information services or information.
- 4.6 Where you have selected full subscription that method of subscription will apply for the year of subscription. [For example, you cannot change to the 0900 subscription method.] However written notice given 30 days before the expiry of that period and selecting a different subscription method will enable you to change your type of subscription for the next year of your subscription

**5. OUR CHARGES**

- 5.1 You must pay us:
  - an annual fee for our information services, within 20 days of the date we send you an invoice. Our annual fee is not refundable;

- our current charges for any service you use, by the 20th day of the month following the month in which you use the service. Our current charges and fees are as notified to you from time to time.
- GST on our fees and charges.
- 5.1.1 We will send you invoices for all our fees and charges.
- 5.1.2 No changes may be made to depart from the payment method during the subscription year however written notice may be given 30 days before the expiry of that period to select a different payment method for the next year of your subscription.
- 5.1.3 In addition to the notice which you are required to give us in your contract with the bank you must give us 14 days prior notice in writing of your intention to cancel any direct debit payable to us.
- 5.2 We may change our fees and charges from time to time. We will tell you when the new fees and charges will apply from.
- 5.3 If you do not pay us by the due date for payment, we may:
  - charge interest on the amount overdue at 2% per 30 day period or part thereof from the due date for payment until the date on which the debt is paid;
  - require you to pay us any costs we or our agents incur in recovering money you owe us, including any relevant bank charges and costs associated with a direct debit failure; commissions and legal costs on a solicitor-client basis;
  - after 30 days list information about the default as part of our credit reporting service;
  - immediately cease all services

**6. TERM, TERMINATION & SUSPENSION**

- 6.1 This agreement continues until either of us terminates it by giving 30 days written notice to the other.
- 6.2 If this agreement is terminated, clauses 2.5, 3.5, 4, 5, 7, 8.6 and 8.8 survive termination of this agreement.
- 6.3 We may withhold or suspend your use of our information services immediately if you do not pay our fees and charges for any service or if we reasonably believe you are not complying with any of your other obligations under this agreement or any other agreement you have with us.

**7. COMPENSATION & LIABILITY**

- 7.1 Some of the information we provide to you when you use our information services is information we receive from third parties, public registers or other publicly available information sources. We will accurately transcribe that information onto our systems. If we give you information that we have inaccurately transcribed, we are liable to you for any direct loss you suffer from our error in transcribing that information. However, our liability is limited for any event or series of events to \$1,000 or the annual access fee for our information services but never more in any 12 month period than the amount you have paid us for the information services in that 12 month period. Otherwise, we are not liable to you for the accuracy of information we have received from third parties, public registers or publicly available information.
- 7.2 We exclude all liability we may have to you whatever

- you are claiming for (including loss of profits or business) and however liability arises or might arise if it were not for this clause. This exclusion does not apply to anything the law prohibits us excluding liability for, or for the liability we accept under clause 7.1.
- 7.3 You agree that you are acquiring our services for the purposes of a business as defined in the Consumer Guarantees Act 1993. The provisions of that Act do not apply to the services we provide to you under this or under any other written agreement you have with us.
- 7.4 If we suffer loss or incur liability because:
  - any information you give us is not accurate, up to date or complete, or is otherwise misleading.
  - you have not updated default information you have given us so the default information we hold is not accurate, up to date, or complete, or is otherwise misleading,
 You indemnify us for that loss suffered or liability incurred. This includes all reasonable lawyer's fees, and all actual court costs, fees, expenses and disbursements. At our option, you agree to assume the conduct of any proceedings brought against us relating to the supply of inaccurate, out of date, incomplete or otherwise misleading information you have given us, and to pay all costs and damages associated with these proceedings. If we decide to retain conduct of proceedings, you agree to provide all documents and assistance as we may reasonably request.
- 7.5 In this clause 7, references to "we" and "us" include our officers, employees, contractors, and agents.

**8. GENERAL**

- 8.1 We may change this agreement by amending or deleting terms or by adding new terms. Changes may take the form of a new agreement. We will always give you at least one month's notice in writing before we do this.
- 8.2 Where we have used the words "includes" or "including", or "for example", these words do not have a limiting effect.
- 8.3 Neither of us is liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond our reasonable control.
- 8.4 We will send bills and notices to the last postal address, fax number or email address you have given to us. You must tell us if you change any of those contact details.
- 8.5 You must not transfer your rights or your obligations under this agreement to any other person without first getting our written consent. We will not unreasonably withhold our consent.
- 8.6 No delay or failure to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.
- 8.7 New Zealand law applies to this agreement.
- 8.8 If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force.
- 8.9 This agreement supersedes any other agreement you have with us for our standard information services.
- 8.10 If you access the Personal Property Securities Register [the Register] you agree that you will only search the Register in compliance with section 173 of the Personal Property Securities Act 1999.

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