

MVR for Business Terms and Conditions

1 Background

- 1.1 On behalf of the Registrar of Motor Vehicles (the “**Registrar**”), the Motor Vehicle Registry (“**MVR**”) provides its commercial business customers, categorised as Authorised Inspectors, Fleet Operators and Licensed Motor Vehicle Dealers (its “**Stakeholders**”), with the ability to process certain vehicle registration transactions online through the MVR for Business service channel (the “**MVR for Business**”). Access to and use of MVR for Business is subject to these Terms and Conditions.
- 1.2 By registering an account on or using MVR for Business, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions as updated from time to time. If you do not agree to these Terms and Conditions, or any changes to them, do not register on or use MVR for Business.

2 Who do the Terms and Conditions apply to?

- 2.1 These Terms and Conditions apply to:
 - (a) an individual who registers an account on MVR for Business; and
 - (b) a person who accesses or uses the account; and
 - (c) an entity (including a MVR customer, agent, partner or subcontractor) on whose behalf an individual registers an account on or access and uses MVR for Business on behalf of the entity; and
 - (d) an individual (who has authority, or is acting in the capacity of the Stakeholder) who registers an account on or access and uses MVR for Business on behalf of the Stakeholder (“**Principal User**”); and
 - (e) a person who accesses or uses the account on behalf of the Principal User (“**Agent**”),each being referred to as '**you**' or '**your**' or '**I**' in these Terms and Conditions.
- 2.2 In accessing and using MVR for Business, you warrant that:
 - (a) you have the authority of any individual or entity you represent (either as Agent or Principal User) to use MVR for Business on its behalf and to legally bind it to these Terms and Conditions. You must inform any individual or entity you represent of these Terms and Conditions and its responsibilities under these Terms and Conditions;
 - (b) you, and any individual or entity you represent (including as Agent or Principal User), agree to comply with all instructions, directions and requirements of the MVR, the Registrar, and any applicable materials and documentation, including but not limited to; schemes, guides, policies, procedures, legislation, laws, regulations, government policy or ministerial direction in relation to any transactions you perform using MVR for Business, and the use of MVR for Business itself; and

- (c) you are responsible for any and all information and/or data entered by way of, and any activity engaged in through the use of, including any unauthorised access of, unregistered user use of, and submission or process of any transactions on your behalf within (whether by an employee, subcontractor or agent) your MVR for Business account.

3 Authorisation and Services

3.1 MVR authorises you to perform one or more of the following services, including but not limited to:

(a) Authorised Inspectors:

- i. roadworthy inspection; and
- ii. compliance check,

as appointed as an Authorised Inspector pursuant to section 7(2) of the Motor Vehicles Act 1949 (NT) (the “Act”).

(b) Fleet Operators:

- i. registration renewal;
- ii. interstate registration transfer to the Northern Territory of Australia ;
- iii. re-registration of a vehicle that has expired for more than 12 months;
- iv. upgrade configuration of heavy vehicles; and
- v. lodge notice of disposal,

as the registered owner, nominated operator or authorised individual by the registered owner to act on their behalf pursuant to section 92A of the Act.

(c) Licensed Motor Vehicle Dealers

- i. compliance check;
- ii. registration renewal;
- iii. interstate registration transfer to the Northern Territory of Australia;
- iv. re-registration of a vehicle that has expired for more than 12 months;
- v. upgrade configuration of heavy vehicles;
- vi. factory new registration;
- vii. ownership transfer of a vehicle registered in the Northern Territory; and
- viii. lodge notice of disposal,

as an officer appointed pursuant to section 7(2) of the Act, (the “Services”).

4 Scope of authority

- 4.1 You must not act outside the scope of the authority conferred by these Terms and Conditions.
- 4.2 You must not bind MVR in any way or hold itself out as having any authority to do so except to the extent authorised by these Terms and Conditions. Except as specifically permitted by these Terms and Conditions or the Act, you are not authorised to assume or create obligations on behalf of MVR and you must not incur any liability on behalf of MVR or in any way pledge or purport to pledge MVR's credit.
- 4.3 The authority of you to act as delegate of MVR is limited to lawful acts.
- 4.4 You must not do anything which might adversely affect the reputation of MVR.

5 Performance of Services

- 5.1 You must perform the Services:
 - (a) diligently, accurately, competently, ethically, and honestly;
 - (b) to the standard of skill and care expected of you (or someone who specialises in your field) as experienced in the provision of the type of Services specified in these Terms and Conditions;
 - (c) in a timely and expeditious manner so as to meet any specific requirements made known to you by MVR from time to time;
 - (d) in accordance with these Terms and Conditions;
 - (e) in compliance with all laws; and
 - (f) in accordance with any other policies, schedules, guidelines or directions issued by MVR.
- 5.2 You must review MVR's website, MVR for Business, any extranet to which you are given access, regularly for updates of the MVR, the Northern Territory Government ("NTG"), the Act, terms and conditions, disclaimers, notices or any other guidelines or directions issued by MVR or NTG from time to time.
- 5.3 By accessing or using such Services on MVR for Business, you accept and agree to be bound by any additional terms and conditions, updates, guidelines, directions, disclaimers or notices which apply to that service.
- 5.4 You agree if you, or the Stakeholder you represent is a party to a contract or agreement with the MVR, the NTG or the Northern Territory of Australia that authorises or requires Services with the MVR to be processed, you agree that these Terms and Conditions (in respect of the Services that apply to MVR for Business) will take precedent.

6 Number plates

- 6.1 MVR will provide number plates and registration labels (if applicable) to you in accordance with MVR procedures which you must attach to the correct vehicles.
- 6.2 If you are authorised to use the nominated system by MVR (from time to time) for the use by you to enable your order of number plates online or electronically as an agent of MVR (the "**Ordering System**"), then you must:
 - (a) Order number plates via the Ordering System as agent of MVR in accordance with these Terms and Conditions, the Act, any applicable schedules and MVR procedures;

- (b) Assess on behalf of MVR whether the number plates received are the correct plates, intact, in good condition and otherwise in accordance with the requirements advised by MVR from time to time; and
 - (c) Promptly report and return any number plates which do not meet the requirements of clause 6.2 (b) above.
- 6.3 You must use number plates and registration labels only for the provision of the types of Services specified in, and in accordance with, these Terms and Conditions.
- 6.4 You must store all number plates and registration labels in an area which:
 - (a) is locked; and
 - (b) is accessible only by you.
- 6.5 You must issue all number plates received under these Terms and Conditions by:
 - (a) affixing the number plates to the relevant vehicle; or
 - (b) issuing the number plates to the registered operator of the relevant vehicle; or
 - (c) returning them to MVR, in accordance with any schedules and MVR procedures.
- 6.6 Title to any number plates or registration labels provided by MVR or any number plates ordered via the Ordering System will remain vested with Registrar.
- 6.7 You must immediately notify any loss of number plates or registration labels to MVR.

7 Authentication details, security, disclaimer of warranties and representations

- 7.1 You agree:
 - (a) to keep your user name, password and any other security details for your access to MVR for Business ("**Authentication Details**") confidential and secure;
 - (b) not to permit any other person to use your Authentication Details to access MVR for Business;
 - (c) to immediately change your Authentication Details on MVR for Business and notify MVR if you believe your Authentication Details have been compromised; and
 - (d) not to access or seek to access any other person's MVR for Business account.
- 7.2 MVR is entitled to assume that all Services performed using your Authentication Details are undertaken by you (unless you have told MVR that your Authentication has been compromised).
- 7.3 While MVR will take all reasonable precautions to ensure that MVR for Business is secure, no data transmission over the Internet or extranet can be guaranteed as totally secure. Accordingly, MVR cannot ensure the security of any information you transmit to or from MVR for Business, and you do so at your own risk.
- 7.4 While MVR has used reasonable endeavours to ensure that MVR for Business is virus free, MVR denies liability (to the maximum extent allowed by law) for any virus-related damage or loss resulting from your interactions with MVR for Business or extranet.
- 7.5 Except as required by law, the Northern Territory of Australia gives no express or implied warranties or guarantees, and makes no representations in relation to use of MVR for Business. In particular, the Northern Territory of Australia does not warrant or represent:

- (a) your Information Communication Technology systems or services (including your internet providers) will meet the minimum requirements to enable you use MVR for Business;
 - (b) MVR for Business or its affiliated extranet services are free of any computer viruses or defects;
 - (c) information provided on MVR for Business is accurate, complete or suitable for any purpose; or
 - (d) your access to MVR for Business will be continuous or uninterrupted.
- 7.6 The Northern Territory of Australia is not liable for any loss or damage suffered by, or injury to, any person (including yourself and any third parties) that may result in the use of MVR for Business.
- 7.7 Your access to MVR for Business depends on telecommunications and internet service providers and other external factors and MVR does not guarantee the availability of MVR for Business at all times or at any specific times. Notices regarding planned system outages will be made available on MVR's and/or NTG's website.

8 Access and use of MVR for Business

- 8.1 You acknowledge and agree that MVR may:
- (a) make changes to MVR for Business, or discontinue the operation of MVR for Business, at any time and with or without notice to you;
 - (b) notify you of changes to MVR for Business through information and notices available to you when you access MVR for Business or extranet;
 - (c) monitor your access to MVR for Business; and
 - (d) suspend and/or cancel your access to MVR for Business for any reason, including but not limited to the reasonable belief of MVR that:
 - i. your access has been used to perform unauthorised Services;
 - ii. you have breached these Terms and Conditions or any other agreement in place between you and the MVR which regulates your access to or use of your account with MVR for Business;
 - iii. you are no longer eligible or authorised to access MVR for Business;
 - iv. you fail to meet any eligibility criteria, lawful direction, procedures of MVR or compliance under the Act or other relevant instrument;
 - v. you fail to perform the Services to a satisfactory standard;
 - vi. you attempt to assign (by way of security or otherwise) any right or interest under these Terms and Conditions;
 - vii. you become insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth) (the "**Corporations Act**") or bankrupt within the meaning of section 5 of the Bankruptcy Act 1966 (Cth), including any compounding or composition of debt with creditors;
 - viii. a receiver, receiver and manager, official manager, trustee, administrator, other controller, liquidator (as defined in the Corporations Act) or similar official is appointed, or steps are taken for such appointment, over any of the equipment or undertakings of you;

- ix. any of the directors, partners or employees or you are involved in the provision of Services are found guilty of any offence involving fraud or dishonesty, or any other offence which is punishable by imprisonment (whether or not that person is imprisoned);
- x. you, or a director or employee are found liable for a civil penalty under the Competition and Consumer Act 2010 (Cth), or similar legislation; or
- xi. your delegation by the Registrar or authority by the nominated operator or authorised individual under the Act, or role as agent on behalf of MVR, or authority to act on the behalf of the registered owner is suspended/cancel by MVR, the Registrar, or the individual who has provided the authority.

8.2 On the suspension and/or cancellation of your access to MVR for Business, you must (at MVR's discretion):

(a) promptly return to MVR; or

(b) allow to be recovered by MVR,

all number plates and registration labels in its possession or control within 7 calendar days; and

(c) cease to use number plates and registration labels; and

(d) cease to perform the Services.

9 Control management

9.1 In using MVR for Business, you agree to:

(a) create and maintain full and accurate electronic records of the Services performed using MVR for Business, including;

i. vehicle registration details, including details of transfer and renewal of vehicle registration;

ii. personal details;

iii. inspection details;

iv. number plates ordered via the Ordering System (including relevant invoices and other records);

v. number plates issued; and

vi. vehicle disposal details,

and ensure that all electronic records of Services performed are retained or saved as in your custody and control and in an accessible and secure form for the later of a period that you or MVR are required by law to retain them.

(b) you must provide MVR with the records referred to in this clause 9.1(a) at MVR's request, within 48 hours of when the request was made.

10 Payments

- 10.1 You agree to pay the fees associated with the transactions you perform using MVR for Business. Payment instructions submitted before the cut-off time for a banking business day will be processed on the same day, and payment instructions submitted after the cut-off time for a banking business day may be processed on the next business day following the payment instruction.
- 10.2 You are responsible for ensuring that any payments you make by credit card are made only using a valid credit card and that your stored credit card details remain current. If you pay by debit or credit card, you are responsible for ensuring you have sufficient funds in your account for the payment.
- 10.3 Services that are paid using credit card are processed in real time and will be valid from the time your receipt number is issued.
- 10.4 If any payment instruction you make on MVR for Business is not successful for any reason, MVR may not record or may reverse the relevant transaction. This may mean, the Services will not take effect. MVR will not be liable to you or any other person for any claim, loss, liability, damages or expense suffered or incurred as result.
- 10.5 Services that are paid using BPAY will be valid from the time your financial institution processes your payment. Please note there will be delays before these Services are registered in the MVR.
- 10.6 If you are paying by BPAY and your payment is less than the amount due, MVR reserves the right to process the Services for a shorter period or suspend the Services until payment has been received in full.
- 10.7 Where Services involve a taxable supply, the fees charged are inclusive of GST. A compliant tax invoice showing GST amounts in full will be available to you on the payment being processed by MVR.

11 Email and SMS Alerts

- 11.1 By setting up a MVR for Business account, you agree that MVR may communicate with you by email or SMS alerts, when required by MVR. If you do not want to receive email or SMS alerts from MVR, do not register on or use MVR for Business. It is your responsibility to ensure that your registered email address and mobile phone number remain current. You may update these details on MVR for Business.

12 Provision of information, privacy statement and confidential information

- 12.1 You acknowledge and agree that the Registrar is required to collect information for registrations, licences and permits under section 92 of the Act. The Registrar adheres to the [NTG's Privacy Statement](#) and the Information Act 2002 (NT) (the "**Information Act**"). You further agree that MVR may collect and deal with Personal Information you provide in accordance with these Terms and Conditions. If you provide Personal Information about another individual, you warrant that you have made that individual aware of the details in these Terms and Conditions and that individual consents to the Personal Information being provided to MVR.
- 12.2 MVR for Business contains important information covered by confidentiality as well as the Privacy Act 1988 (Cth) (the "**Privacy Act**"). Misuse of MVR for Business can have serious results. All Services performed under MVR for Business by you will be considered as your responsibility.
- 12.3 You agree to provide true and correct information through MVR for Business and you declare that all information you provide is true and correct. Providing false and/or misleading information or

documents is a serious offence under the Act and can result in you being fined or imprisoned. Any authority or approval, given as a result of you providing such information/documents, may have no effect.

- 12.4 It is your responsibility to verify that all Services details are correct before you perform the Services. MVR will not be liable to you or any other person for any claim, loss, liability, damages or expense suffered or incurred as a result of the inaccuracy or incompleteness of any information provided by you or for any action taken by MVR in reliance on that information. MVR is not responsible for any failure in relation to payments made in respect of the Services where you do not provide correct bank account or other payment details.
- 12.5 Personal Information MVR collects from you through MVR for Business will be used and may be disclosed for the purpose of the Services you have performed, and may also be used or disclosed as authorised or required by the Information Act, and the Act. Failure to provide the required Personal Information/information within the specified fields may result in Services not performed.
- 12.6 MVR may disclose Personal Information it collects from you to various organisations and persons including but not limited to; contractors, agents, subcontractors and partners of MVR, law enforcement agencies, toll road operators, revenue and social security agencies, other road and traffic authorities, municipal councils, the Motor Accidents Compensation Scheme, vehicle manufacturers, road safety researches, courts, NTG and its departments, the Northern Territory of Australia, the Commonwealth and other organisations or people authorised to collect and use Personal Information held by MVR. Some of these organisations, departments and persons may be located outside of the Northern Territory of Australia, and as a result, your Personal Information may be transferred outside the Northern Territory of Australia.

13 Privacy and notifiable data breaches

- 13.1 In providing the Services, you must comply, and ensure that your officers, employees, agents and subcontractors comply with the Privacy Act and not do anything, which if done by you would breach an Australian Privacy Principle as defined in the Privacy Act. You must notify MVR if you become aware that it may be required to disclose Personal Information by law or to the Australian Information Commissioner.
- 13.2 If you become aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by you as a result of these Terms and Conditions or your provision of the Services, you agree to:
 - (a) notify MVR in writing as soon as possible, which must be no later than within 3 days;
 - (b) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates; and
 - (c) unless otherwise directed by MVR carry out an assessment in accordance with the requirements of the Privacy Act.
- 13.3 Where you are aware that there are reasonable grounds to believe there has been, or where MVR notifies you that there has been, an Eligible Data Breach in relation to any Personal Information held by MVR as a result of Terms and Conditions or your provision of the Services, you will:
 - (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - (b) unless otherwise directed by MVR, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (c) take any other action as reasonably directed by MVR.

- 13.4 You must ensure that any subcontract entered into by you for the purposes of fulfilling your obligations under these Terms and Conditions imposes on the subcontractor the same obligations regarding privacy and notifiable data breaches that you have under these Terms and Conditions. Each subcontract must also require the same obligations (where relevant) to be included by the subcontractor in any secondary subcontracts.
- 13.5 You will notify MVR as soon as reasonably practicable if you become aware of a breach or possible breach of the obligations contained in this clause 13.
- 13.6 “Australian Privacy Principles”, “Personal Information”, and “Eligible Data Breach” have the meanings given in the Privacy Act.

14 Liability, indemnity and warranties

- 14.1 You are liable for and agree to indemnify MVR in respect of any claim, action, damage, loss, cost, charge, expense, penalty, fine or payment which MVR suffers, incurs or is liable for as a result of:
- (a) the manner in which the Services are performed, including but not limited to any act or omission in connection with the performance of the Services or use of MVR for Business; and
 - (b) any breach by MVR (or its employees, agents or subcontractors) of these Terms and Conditions or its obligations or warranties under these Terms and Conditions.
- 14.2 You are liable for and agree to indemnify MVR in respect of any claim, action, damage, loss, cost, charge, penalty, fine or payment which MVR suffers, incurs or is liable as a result of:
- (a) the manner in which the Services are performed by MVR, including but not limited to any act or omission by MVR in connection with the performance of the services or use of MVR for Business;
 - (b) any of your employees, agents or subcontractors claiming that they are an employee of MVR (including claims for wages, public holidays, annual leave, parental leave, personal/carer’s leave, long service leave, redundancy or termination of employment);
 - (c) any breach by you (or its employees, agents or subcontractors) of its obligations or warranties under these Terms and Conditions; and
 - (d) any court, tribunal or authority whatsoever determining that you are deemed an employee of MVR under any law.
- 14.3 You represent, warrant and undertake that:
- (a) you have full power and authority to enter into, perform and observe your obligations under these Terms and Conditions;
 - (b) you will promptly notify MVR if you become insolvent or is wound up, or goes into liquidation, or assigns its estate for the benefit of creditors or enters into an arrangement with creditors or has a receiver, manager or administrator appointed on behalf of creditors, or suffers any execution against its assets;
 - (c) there is no litigation, arbitration, conciliation or proceedings including investigations that will adversely affect your ability to perform these Terms and Conditions;
 - (d) you and all partners, contractors, subcontractors, employees, licensees, agents and invitees of you do not have a criminal record and shall notify MVR as soon as possible where a criminal charge has been made against you or any of the partners, contractors, subcontractors, employees, licensees, agents and invitees of you; and

- (e) you represent and warrant that you have obtained prior written consent and are duly authorised and have legal capacity to your electronic signature within MVR for Business on behalf of any individuals, third parties, owners, buyers, sellers or nominated operator in relation to the Services and requirements under the Act or MVR's requirements; or
- (f) if for whatever reason you are unable to provide your electronic signature within MVR for Business as stipulated in subclause 14.3(e), you represent and warrant that you and the required individuals, third parties, owners, buyers, sellers or nominated operators in relation to the Services and the requirements under the Act or MVR's requirements have signed the applicable approved form issued by MVR and to upload the same within the required fields within MVR for Business.

15 Jurisdiction

- 15.1 These Terms and Conditions are intended to be legally binding on the parties and are governed by the laws of Northern Territory of Australia. The parties submit to the jurisdiction of the courts of Northern Territory of Australia.

16 Copyright

- 16.1 Copyright in MVR for Business is owned by MVR or its licensors.
- 16.2 You may download information from MVR for Business and print out that information, but only for your own private use or internal business operations. Otherwise, except as permitted by the Copyright Act 1968 (Cth), no part of MVR for Business may be reproduced, copied, published, framed, or transmitted in any form or by any means without the prior written consent of MVR.

17 Changes to these Terms and Conditions

- 17.1 MVR may amend these Terms and Conditions from time to time by posting the amended version on MVR for Business. Subsequent or continuing access or use of MVR for Business will constitute your acceptance of any changes.
- 17.2 If any part of these Terms and Conditions is or becomes void, it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have an effect as close as possible to the effect of the void part.

18 Declaration

I declare:

1. I agree to abide by the Terms and Conditions above.
2. The information I provide when using MVR for Business is true and correct.
3. That I am, or have the right to represent, the legal owner of the vehicles on which I am carrying out transactions.