

Application to Register



Applicant Details

If you do not have a FishServe client number, please contact FishServe to register as a FishServe client on (04) 460 9555 or download an application form from www.fishserve.co.nz

FishServe client number

Applicant legal name

Postal address for FishStock correspondence

Contact person name (optional)

Contact person email address

This is the address that all FishStock correspondence will be sent to. You can add additional contact persons once registered.

Declaration

If there are more signatories than space provided make further declarations on a copy of this page.

I declare that:

- The information I have given on this application is true and correct.
- I am authorised to complete this form and make this declaration.
- I understand I am required to notify FishStock if there are any changes in the particulars stated in this application.
- I have read and understood the Collection of Personal Information details supplied with this form.
- I have read and accept the terms and conditions of this application.

Full Legal Name (Please PRINT)	Position	Signature	Date

Please return all pages of this form to FishStock, PO Box 297, Wellington 6140.

FishStock Use Only

Initials _____

Data entry completed ___/___/___

OFFICE USE ONLY

DATE PRESENTED

TERMS AND CONDITIONS FOR USE OF FISHSTOCK

Acceptance of terms and conditions:

1.1 The terms and conditions are the terms on which FishServe Stock Market Limited ("FishStock") offers you access to the services and the website. By registering as a member of FishStock you accept these terms and conditions.

Amendment of terms and conditions:

1.2 FishStock may vary or alter these terms and conditions from time to time. You will be notified by email of any variation. If you continue to use the service after having been notified of any variation you will be deemed to have accepted the amendment. Subject to clause 1.3, the terms and conditions under which any auction was first listed will continue to govern that auction until it is concluded, despite the notified variation.

1.3 FishStock reserves the right to withdraw all or any auctions or to close or suspend the website or any part of it for any reason at any time.

Interpretation:

1.4 In these terms and conditions, the following expressions have the meanings set out:

"ACE", means annual catch entitlement as defined in the Act. "Act" means the Fisheries Act 1996.

"Bidder" means a person who lodges an offer to purchase ACE from, or sell ACE to a lister, depending on the type of auction concerned.

"Caveat", means a consensual caveat as described in section 147(a) of the Act. "Lister" means the person who initially lists on the site ACE for sale, or a request to purchase ACE, and by doing so commences an auction and "listing" means a listing on the web site through which you offer, negotiate and buy or sell any ACE. "Member" means a registered member of FishStock.

"Reserve" means the price specified by the lister, which is the minimum (or maximum, in a reverse auction) that a bid must reach in order to be accepted. "Services" means any one or more of the services offered by FishStock from time to time.

"We", "us" and "our" refer to FishStock. "You" and "your" are a reference to you.

"Web site" means any FishStock web site through which the services are offered. "Winning bid" means the highest (or lowest, depending on whether the auction is to sell, or a reverse auction to buy) bid that meets the reserve when the auction closes.

The services: Warranties, Indemnities, Disclaimers:

1.5 FishStock is a place for people wishing to buy and sell ACE to meet, and conclude an agreement to buy or sell a specified parcel of ACE for an agreed price, to effect the sale and purchase, and to arrange for the registration of the transfer of that ACE.

1.6 A lister who commences an auction, and a bidder who places a bid on any auction, agree;

1.6.1 To pay the listing fee (lister);

1.6.2 To authorise the transfer of the specified amount of ACE to FishStock upon the commencement of an auction;

1.6.3 On the conclusion of a successful auction to sell ACE, FishStock warrants that:

1.6.3.1 The ACE will be transferred to the purchaser in exchange for payment of the bid price.

1.6.3.2 The money will be paid to the seller, less FishStock's commission* plus GST.

1.6.4 On the conclusion of an unsuccessful auction to sell ACE, FishStock warrants to transfer the ACE back to the seller at no cost.

1.6.5 On the conclusion of a reverse auction (an auction to purchase ACE in which bidders are invited to sell the ACE at the lowest price) FishStock will attempt to transfer the specified amount of ACE to FishStock.

1.6.5.1 When a reverse auction concludes, FishStock cannot guarantee that the successful bidder holds the amount of ACE that they are bidding on.

* Please refer to www.fishstock.co.nz for details of applicable commission.

1.6.6 A contract of sale and purchase will be formed between the lister and the person who places a winning bid. FishStock will effect the sale and purchase but does not vouch for the buyer to the seller or vice versa in any circumstances. In particular, FishStock makes no warranties about whether a seller owns ACE they are purporting to sell, or is authorised to sell the ACE, that the ACE is free of any encumbrances or interests, or that any buyer or seller will act honestly or in good faith, or is able to complete any transaction concluded through the website.

Disclaimer:

1.7 You expressly understand and agree that your use of the services is at your sole risk, and that you do not hold FishStock liable (whether in breach of contract, tort, or any other cause of action) for any loss or damage arising as a result of errors, outages or interruptions in the service, or any acts or omissions (including but not limited to misrepresentation or fraud) of any other member of the service.

Indemnity:

1.8 If you fail to complete a transaction you have undertaken to complete, or breach these terms and conditions, you will indemnify FishStock against any action or claim of any other party (whether the successful bidder/seller, or any other member).

Breach:

1.9 In addition to any other action FishStock is entitled to take whether by these terms and conditions or under any other legal entitlement, FishStock, may suspend or cancel your access to the website, remove any listings you have created, or bids you have lodged, if substantiated complaints are made against you or if you breach these terms and conditions or in any case where FishStock considers it appropriate.

Membership:

2.1 Anyone who has a client number issued by FishServe is entitled to register as a member of FishStock without cost.

2.2 Security of your login information: You must take all prudent steps to secure your login and password details, including, as an absolute minimum, not revealing to, or allowing other people to use your login and password details, not leaving a computer which is logged on to FishStock, without logging off.

The Conduct of Auctions:

3.1 Listers and bidders must not reveal their identity or contact details to each other or attempt to identify or contact any other prospective buyer or seller.

3.2 Any person listing ACE for sale, or wanting to buy must honestly and genuinely want to buy/sell the ACE indicated, and accept a winning bid.

3.3 Any user attempting to hack or damage the site, or to access the site by, or place on the site, any malware or by any unauthorised automated means such as a robot/spider causes any damage to the site may have their services suspended, and will be liable to FishStock for any loss or damage caused.

3.4 All transactions on the site are conducted according to New Zealand law, and all prices and bids must be in New Zealand dollars, and are deemed to be exclusive of GST (if any).

3.5 You must not withdraw any listing, or take any action intended to deprive FishStock of the commission on any sale and purchase where the parties have been introduced by way of the site.

Warranties and obligations of listers, bidders, buyers and sellers:

4.1 Members warrant to FishStock and to potential buyers and sellers that they are entitled to be registered as owners of ACE in New Zealand under the Act, and where they are listing on behalf of another person, that they are authorised to enter into a contract that will bind the owner of the ACE, and that they have all the necessary authorities to conclude the transaction and register the transfer of ACE with FishServe.

4.2 ACE listed for sale on the site should not be advertised for sale anywhere other than on the site except to direct potential bidders to the site, and no such advertisement may identify the lister or owner of the ACE.

4.3 Listers must not bid or arrange for family members or associates to bid on ACE with the intention of artificially manipulating the price.

4.4 Listers must accept the winning bid after the reserve has been reached. Listers must not purport to repudiate the contract in the event that they learn of the identity of the member placing the winning bid, or vice versa.

4.5 Any bid that meets the reserve (if any) is capable of being accepted by the lister. Bids may not be withdrawn. When you make a bid you accept that you may be required to pay the price indicated and receive or supply the quantity of ACE subject to the bid.

4.6 Regardless of whether or not you are acting on behalf of another person, you may be required to complete the transaction (ie purchase or sell the ACE) if your bid is successful. Therefore you must take care with your arrangements with people on whose behalf you are purporting to purchase ACE. 4.6 You will not attempt to buy or sell any ACE listed on the site other than through the site.

Fees and Commissions:

5.1 The lister (whether as buyer or seller) is liable to pay the listing fee at the time the ACE is listed, regardless of whether a sale is ultimately successfully concluded.

5.2 The lister of the auction is liable to pay the commission when the auction is concluded.

5.3 Subject to clause 1.2 FishStock may change the fees and commissions at any time.

5.4 Without prejudice to any other rights in relation to outstanding fees and commissions, FishStock may suspend access to the service of any person whose account remains outstanding for more than 30 days.

5.5 The commissions are listed on www.fishstock.co.nz

General Provisions:

6.1 FishStock is not liable for any system failures or for any losses consequent on the web service not being available, whether because of software or transmission faults within or outside of FishStock's control, or for any corruption of data lodged on the site.

6.2 All members of the site acknowledge that FishStock is not a party to any transaction or auction, and has no responsibility to any of the parties for a failure of any party to complete a transaction, misrepresent their position or in any other way to create a cause of action.

6.3 Force Majeure: FishStock is not liable for any loss caused by circumstances beyond its reasonable control.

6.4 No Waiver: Failure by FishStock to exercise any right under these terms and conditions does not mean FishStock has waived those rights.

6.5 Partial Invalidity: If any part of these terms and conditions proves to be invalid or unenforceable that invalidity or unenforceability will not affect the remaining rights and provisions in these terms and conditions, which FishStock will continue to be entitled to rely on and to enforce.

6.6 Governing Law: These terms and conditions are governed by the laws of New Zealand.

6.7 Intellectual Property Rights: FishStock owns all intellectual property rights in the web site and the software and other material underlying and forming part of the services and the web site. FishStock's permission in writing is required to authorise any person to adapt, reproduce, copy, store, distribute, print, display, or otherwise deal with or exploit works from any part of this web site.

Collection of Personal Information

In regard to any information being collected on this form that is personal information, notification is hereby provided, in accordance with Principle 3 of the Privacy Act 1993 of the following matters:

- This information is being collected for the purposes of administering FishStock.
- The agency that will collect and hold the information is FishServe (PO Box 297 Wellington 6140).
- You are reminded that under Principle 6 and 7 of the Privacy Act 1993, you have the right of access to, and correction of, any personal information which has been provided.

These terms and conditions are also available for viewing on the FishStock website www.fishstock.co.nz