

# Dealer Vehicle Registration Scheme Agreement (DVRS)

Version 2: April 2024



# Acknowledgement of Country

Transport for NSW acknowledges the traditional custodians of the land on which we work and live.

We pay our respects to Elders past and present and celebrate the diversity of Aboriginal people and their ongoing cultures and connections to the lands and waters of NSW.

Many of the transport routes we use today –from rail lines, to roads, to water crossings –follow the traditional Songlines, trade routes and ceremonial paths in Country that our nation’s First Peoples followed for tens of thousands of years.

Transport for NSW is committed to honouring Aboriginal peoples’ cultural and spiritual connections to the lands, waters and seas and their rich contribution to society.

# Parties

TfNSW	Name	Transport for NSW, a NSW Government agency constituted under the <i>Transport Administration Act 1988</i> (NSW) ( <b>TfNSW</b> )
	ABN	18 804 239 602
	Address	231 Elizabeth Street, Sydney NSW 2000
	TfNSW Representative	
Participant	Name	
	Trading Name	
	Motor Dealer Licence Number	
	ABN	
	ACN	
	Address	
	Participant Representative	

## Executed as an agreement:

**SIGNED** by the authorised delegate of  
**TRANSPORT FOR NSW** in  
the presence of:

\_\_\_\_\_  
Signature of Authorised Delegate

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Name & Title/Position

\_\_\_\_\_  
Print Witness' Name

\_\_\_\_\_  
Date

- If checked, the witness confirms that they witnessed the signatory sign this document over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW), and the witness affixed their electronic signature to a counterpart of this document.
- If checked, the witness confirms that they witnessed the signatory sign this document in the physical presence of the witness, and the witness affixed their signature to either the same or a counterpart copy of this document.

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## Standard Execution - Participant is a normal company:

**SIGNED** by.....  
[insert company name]

.....  
in accordance with s.127(1) of the  
*Corporations Act 2001* (Cth) by  
authority of its directors:

\_\_\_\_\_  
Signature of 1<sup>st</sup> Director

\_\_\_\_\_  
Signature of \*2<sup>nd</sup>  
Director/\*Company Secretary[\* delete  
whichever title doesn't apply]

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

- If checked, the witness confirms that they witnessed the signatory sign this document over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW), and the witness affixed their electronic signature to a counterpart of this document.
- If checked, the witness confirms that they witnessed the signatory sign this document in the physical presence of the witness, and the witness affixed their signature to either the same or a counterpart copy of this document.

**Special Execution - Participant is a sole director company:**

**SIGNED** by .....  
*[insert company name]*

.....  
 in accordance with s.127 of the *Corporations Act 2001* (Cth) by its sole Director and Company Secretary who hereby states that he/she occupies both those two offices and that there is no other person holding the position of director or secretary:

\_\_\_\_\_  
 Signature of Officer who is both sole Director and sole Company Secretary

\_\_\_\_\_  
 Witness' Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Witness' Name

\_\_\_\_\_  
 Date

- If checked, the witness confirms that they witnessed the signatory sign this document over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW), and the witness affixed their electronic signature to a counterpart of this document.
- If checked, the witness confirms that they witnessed the signatory sign this document in the physical presence of the witness, and the witness affixed their signature to either the same or a counterpart copy of this document.

## Special Execution - Participant is a sole trader:

**SIGNED** by .....

*[insert name of sole proprietor of business]*

.....

in the presence of:

\_\_\_\_\_  
Signature of Sole Trader Proprietor

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print Witness' Name

\_\_\_\_\_  
Date

- If checked, the witness confirms that they witnessed the signatory sign this document over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW), and the witness affixed their electronic signature to a counterpart of this document.
- If checked, the witness confirms that they witnessed the signatory sign this document in the physical presence of the witness, and the witness affixed their signature to either the same or a counterpart copy of this document.

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# DVRS AGREEMENT

## Background

- A. Transport for NSW (TfNSW) has established a scheme known as the Dealer Vehicle Registration Scheme (DVRS).
- B. Under that scheme TfNSW enables Participants to arrange for the exercise of certain vehicle registration functions and permits persons under the appropriate delegation (Authorised Services Officers) to perform the registration related Services referred to in Schedule 6.
- C. In accordance with the DVRS Business Rules TfNSW requires that Participants are required to be either:
  - Dealers situated within NSW or within 50 km of the NSW border engaged in the sale, distribution and management of New Vehicles or Second-Hand Vehicles (or both) and who hold a NSW Dealer Licence or interstate equivalent, or
  - NSW based manufacturers or retailers of new trailers weighing less than 250kg, or
  - NSW based entities who are engaged in the distribution or management of new motor vehicles.
- D. Under section 31 of the of the Transport Administration Act 1988 (NSW) and clause 20(1)(e) of the Transport Administration (General) Regulation 2018 (NSW), TfNSW may delegate the functions related to the registration of vehicles to persons with whom TfNSW has entered into a DVRS agreement.
- E. This agreement is a “DVRS agreement” for the purposes of clause 20(2) of the Transport Administration (General) Regulation 2018 (NSW) between TfNSW and the Participant.
- F. In consideration of TfNSW delegating certain vehicle registration functions to Authorised Services Officers, the Participant agrees to comply with the terms and conditions of use set out in this Agreement.

# 1 Definitions and interpretation

## 1.1 Definitions

In this Agreement:

**Agreement** means the terms and conditions of this agreement including the schedules to this agreement.

**Anniversary Date** means each anniversary of the Commencement Date.

**Application Form** means the application form submitted by the Participant to TfNSW for authorisation to provide the Services.

**Authorised Services Officer** means an employee of the Participant (including, the Participant's Representative) who has been delegated by TfNSW under clause 10(a) and who may be authorised by TfNSW to be a user of the Systems.

**AIS** means an Authorised Inspection Scheme being a station authorised by TfNSW to establish the identity and/or roadworthiness of vehicles.

**Business Day** means any day other than a Saturday, Sunday, public or bank holiday in New South Wales.

**Commencement Date** means the commencement date listed in Item 6 of Schedule 1.

**Compliance Approval** means the vehicle has been approved to be provided to the Australian market.

Evidence of approval includes either a plate fitted to the vehicle by a manufacturer or entry on the Register of Approved Vehicles.

**Confidential Information** means any information, including the TfNSW Materials, disclosed by TfNSW (whether the information is oral or in writing) or obtained or created by the Participant pursuant to or in connection with this Agreement or an existing agreement or from information provided by TfNSW or by a customer to TfNSW, including DRIVES, Systems Information, Personal Information and information concerning the practices, business dealings or affairs of TfNSW or its customers.

**Consumer Guarantee** means a consumer guarantee applicable to this Agreement under the Australian Consumer Law (being Schedule 2 to the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the Australian Consumer Law (New South Wales) or any other state as applicable).

**Controlling Service Centre** means the service centre listed in Item 2 of Schedule 1 or such other service centre as notified by TfNSW from time to time.

**Dealer or Dealer Participant** means a Participant whose details are provided in Item 1 of Schedule 1 and who has been classified as such by TfNSW (who either:

- a) carries on business in NSW and holds a Dealer Licence or
- b) carries on business in another State or Territory but within 50 km of the NSW border and holds the equivalent of a Dealer licence under the laws of that other State or Territory).

**Dealer Compliance Check** means the inspection and certification of a vehicle in accordance with the DVRS Business Rules.

**Dealer Licence** means a licence issued under the Motor Dealers and Repairers Act 2013 (NSW) that allows motor vehicle dealers to buy, sell and exchange vehicles.

**Dealer Online User Manual** means the DOL User Manual available online at <https://roads-waterways.transport.nsw.gov.au/documents/business-industry/motor-dealers/dealer-online-manual.pdf> that captures how DOL is used, which is updated by TfNSW from time to time.

**Distributor or Distributor Participant** means a Participant whose details are provided in Item 1 of Schedule 1, who TfNSW has classified as such and who provides distribution or other management services for new vehicles (e.g. storage) which TfNSW has approved as being eligible for admission to DVRS.

**DOL** means Dealer Online, a TfNSW system under the Dealer Vehicle Registration Scheme whereby an Authorised Services Officer electronically submits registration information via TfNSW's website recording the information into DRIVES.

**DOL Information** means any, or all data and information (in whatever form such information may exist), relating to motor vehicle registrations in New South Wales and drivers licensed in New South Wales which is owned by TfNSW or held by TfNSW in DOL or entered, received, stored, generated or processed as part of the Services, including any:

- (a) database in which such data or information is contained;
- (b) documentation or records relating to such data or information;
- (c) products, material, documentation or records resulting from the use or manipulation of such information;
- (d) copies of any of the above; and
- (e) user IDs or passwords for access to DOL.

**DRIVES** is the Driver and Vehicle Information System operated by TfNSW and containing information relating to motor vehicle registrations and drivers licensed in New South Wales.

**DVRS Business Rules** means the 'Dealer Vehicle Registration Scheme (DVRS) Business Rules' provided by TfNSW to the Participant and includes any amendments or supplements to, or replacements of those Business Rules which TfNSW may make from time to time.

**Equipment** means the computer terminal and related equipment used by Authorised Services Officers for entering transactions or placing orders via the Systems and for providing the Services in accordance with this Agreement.

**Examiner and proprietor** means the holder, respectively, of an examiner authority and a proprietor authority under the Road Transport (Vehicle Registration) Regulation 2017 (NSW).

**Fees** means:

- (a) registration fees in amounts as directed by TfNSW from time to time;
- (b) motor vehicle taxes in amounts as directed by TfNSW from time to time;
- (c) number plate fees in amounts as directed by TfNSW from time to time;

- (d) for Heavy Vehicles, inspection fees in amounts as directed by TfNSW from time to time;
- (e) stamp duty in amounts as directed by TfNSW from time to time; and
- (f) any other fees, taxes, duties or any other amounts which TfNSW directs the Participant to collect from time to time.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal, or judicial body, department, Minister, commission, authority, tribunal, agency or entity in any part of the world.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**GST Law** has the same meaning as in the GST Act.

**GVM** means the gross vehicle mass recommended by the vehicle manufacturer for safe operation of the vehicle.

**Heavy Vehicle** means a vehicle with a GVM of more than 4.5 tonnes.

**HVAIS** means the Heavy Vehicle Authorised Inspection Scheme accredited by TfNSW to conduct heavy vehicle inspections.

**Inspection Report** means an inspection report (“pink slip”, “blue slip” or “brown slip”) issued by an AIS or HVAIS.

**Intellectual Property Rights** means all intellectual property rights or other proprietary rights including copyright, design rights, registered designs, rights in databases, trademarks (registered or unregistered) and rights to apply for registration of any of the foregoing anywhere in the world.

**Law** means all Commonwealth, New South Wales or local government legislation including any regulations, ordinances, instruments, codes, requirements, by-laws, orders, proclamations and other subordinate legislation and the common law..

**Loss** means any costs, actions, demands, suits, claims, expenses (including legal costs or expenses), proceedings, damages, loss (whether direct, indirect or consequential) or loss of profits suffered or incurred by a party.

**Motor Dealer’s Guide to Vehicle Registration** means TfNSW Motor Dealer’s Guide to Vehicle Registration available online at <https://roads-waterways.transport.nsw.gov.au/documents/business-industry/motor-dealers/motor-dealers-guide.pdf> as updated by TfNSW from time to time.

**New Vehicle** means a registrable vehicle with a type approval as defined in the Road Transport Act 2013 (NSW) which:

- (a) is newly manufactured;
- (b) has not been used as a vehicle other than as necessary for manufacture and pre-delivery service;
- (c) has not previously been registered in NSW or elsewhere; and
- (d) has Compliance approval.

**Ordering System** means any system nominated by TfNSW from time to time for use by Authorised Services Officers to enable them to order number plates online or electronically as delegates of TfNSW.

**Ordering System Information** means any or all data and information (in whatever form such information may exist), relating to the ordering of number plates via the Ordering

System which is entered, received, stored, generated or processed as part of the Services, including any:

- (a) database in which such data or information is contained;
- (b) documentation or records relating to such data or information;
- (c) products, material, documentation or records resulting from the use or manipulation of such information;
- (d) copies of any of the above; and
- (e) user IDs or passwords for access to the Ordering System.

**Other Nominated Service Centre** means service centre listed in Item 3 of Schedule 1.

**Participant** means the person or entity whose details are provided in Item 1 of Schedule 1.

**Participant's Representative** is the person whose details are set out in Item 9 of Schedule 1 or as otherwise notified to TfNSW under clause 6(a).

**Personal Information** has the same meaning as in the Privacy and Personal Information Protection Act 1998 (NSW).

**Personnel** means employees, officers, secondees, contractors and agents of the Participant.

**PID Act** means the *Public Interest Disclosures Act 2022*.

**Premises** means the premises listed in Item 4 of Schedule 1.

**Privacy Laws** means the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth), any applicable codes of conduct or directions issued under the Privacy and Personal Information Protection Act 1998 (NSW) or the Privacy Act 1988 (Cth), and all other applicable Laws relating to Personal Information.

**Purpose** means:

- (a) submitting vehicle information to TfNSW and receiving information from TfNSW as contemplated by this Agreement; and
- (b) ordering number plates on behalf of TfNSW as contemplated by this Agreement.

**Second-Hand Vehicle** means a registrable vehicle as defined in the Road Transport Act 2013 (NSW) which:

- (a) has previously been registered; and
- (b) has Compliance approval.

**Security Administrator** is the person nominated by the Participant and authorised by TfNSW as the person responsible for administering the Systems on behalf of the Participant.

**Services** has the meaning given in Schedule 6.

**Software** means the computer software used by the Authorised Services Officers for entering transactions via the Systems and providing the Services in accordance with this Agreement.

**Statement of Business Ethics** means TfNSW Statement of Business Ethics published by TfNSW on its website as amended from time to time). A copy is downloadable at [https://www.transport.nsw.gov.au/system/files/media/documents/2022/statement-of-business-ethics\\_0.pdf](https://www.transport.nsw.gov.au/system/files/media/documents/2022/statement-of-business-ethics_0.pdf)

**System Operator** is the person or entity responsible for providing or operating the Ordering System, as nominated by TfNSW from time to time. The System Operator may be:

- (a) TfNSW; or
- (b) any person or entity manufacturing number plates under an agreement with TfNSW; or
- (c) a third party service provider to TfNSW or to the manufacturer of the number plates.

**Systems** means DOL and/or the Ordering System.

**Systems Access** means authorisation to use DOL and/or the Ordering System in accordance with this Agreement.

**Systems Information** means DOL Information and the Ordering System Information.

**Tax Invoice** has the meaning given to it in GST Law.

**TfNSW** means Transport for NSW.

**TfNSW's Business Manager** means the TfNSW Business Unit that has oversight of the Scheme.

**TfNSW Materials** means any materials and documentation provided by TfNSW to the Participant to enable their Authorised Services Officers to perform the Services as set out in Schedule 6 (including any materials and documentation relating to the Systems, the Systems Information or provided under any existing agreement) other than any number plates provided or ordered under clause 14 or the existing agreement.

**Trailer Participant** means a Participant who TfNSW has classified as such who manufactures or sells new trailers weighing less than 250kg and who is based in NSW.

**Use** includes access, amend, update, add to, reproduce, process or otherwise deal with.

**User Authorisation Form** means the form described at clause 10(c) of this Agreement.

**vehicle:** unless the context does not admit, references to vehicles include new trailers weighing less than 250kg but only in relation to Trailer Participants.

**Vehicle Identification Number** means a structured combination of characters assigned to a vehicle by the manufacturer for identification purposes in accordance with the Australian Design Rules.

## 1.2 Interpretation

- (a) The clause headings and subheadings in this Agreement do not form part of this Agreement and will not be used in its interpretation.
- (b) In this Agreement:
  - (1) a reference to a party includes its employees, officers, contractors and subcontractors;



- (2) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Governmental Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
  - (3) a reference to a document includes all amendments or supplements to, or replacements or a novation of, that document;
  - (4) a reference to a party includes that party's successors and assigns;
  - (5) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing; and
  - (6) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind.
- (c) "Includes" or "for example" or similar expressions are not words of limitation.

### 1.3 Priority of documents

If there is any inconsistency between this Agreement, the DVRS Business Rules or any TfNSW Materials, they will, to the extent of any inconsistency, take effect in the following descending order of priority:

- (a) this Agreement;
- (b) the DVRS Business Rules;
- (c) the Motor Dealer's Guide to Vehicle Registration;
- (d) the Dealer Online User Manual; and
- (e) TfNSW Materials, with the most recent TfNSW Materials taking precedence.

## 2 Termination of any existing agreement

- (a) The parties acknowledge that any existing or previous agreement concerning the same subject matter terminates automatically on the Commencement Date without need for any further action.
- (b) Termination of the existing or previous agreement is without prejudice to accrued rights or liabilities of either party under the existing or previous agreement.

## 3 Authorisation

### 3.1 Authorisation

TfNSW permits Authorised Services Officers to perform the Services as delegates of TfNSW pursuant to section 31 of the Transport Administration Act 1988 (NSW) and clause 20(1)(e) of the Transport Administration (General) Regulation 2018 (NSW) on the terms and conditions set out in this Agreement. The instrument of sub-delegation for the Participant's Authorised Services Officers will be in the form set out at Schedule 2 in this Agreement.

### 3.2 Acceptance of delegation

In consideration of TfNSW delegating certain vehicle registration functions to Authorised Services Officers, the Participant agrees to comply with the terms and conditions set out in this Agreement.

## 4 Scope of Participant's authority

- (a) The Participant must not act outside the scope of the authority conferred by this Agreement.
- (b) The Participant must not bind TfNSW in any way or hold itself out as having any authority to do so except to the extent authorised by this Agreement. Except as specifically permitted by this Agreement or the DVRS Business Rules, the Participant is not authorised to assume or create any obligations on behalf of TfNSW and the Participant must not incur any liability on behalf of TfNSW or in any way pledge or purport to pledge TfNSW's credit.
- (c) The authority of the Participant is limited to lawful acts required to perform or facilitate the vehicle registration functions set out in this Agreement, the DVRS Business Rules, the Motor Dealer's Guide to Vehicle Registration, the Dealer Online User Manual or any TfNSW Materials.
- (d) The Participant must not do anything which might adversely affect the reputation of TfNSW.
- (e) The Participant acknowledges that:
  - (1) it is not the exclusive supplier of the Services; and
  - (2) TfNSW does not guarantee any minimum quantity of Services under this Agreement.

## 5 Performance of Services

- (a) The Participant must take all steps to ensure that Authorised Services Officers perform the Services:
  - (1) diligently, accurately, competently, ethically, and honestly;
  - (2) to the standard of skill and care expected of a Participant experienced in the provision of the type of services specified in this Agreement;
  - (3) in a timely and expeditious manner so as to meet any specific requirements made known to the Participant by TfNSW from time to time;
  - (4) in accordance with this Agreement;
  - (5) in accordance with the Motor Dealer's Guide to Vehicle Registration;
  - (6) in accordance with the DVRS Business Rules;
  - (7) in accordance with TfNSW Materials;
  - (8) in accordance with the Statement of Business Ethics;
  - (9) in accordance with any other guidelines or directions issued by TfNSW; and

- (10) in compliance with all Laws.
- (b) The Participant must regularly review TfNSW's website, and any TfNSW extranet to which the Participant is given access, regularly for updates to the Motor Dealer's Guide to Vehicle Registration, the DVRS Business Rules, and Statement of Business Ethics or any other guidelines or directions issued by TfNSW from time to time.

## 6 Notification of changes and breaches

The Participant must notify TfNSW:

- (a) of any change to the Participant's Representative at least five Business Days before the change is implemented;
- (b) immediately, of any breach of this Agreement by the Participant and advise of the action taken to remedy the breach;
- (c) immediately, if it becomes aware of any inaccuracy, incompleteness or change in the information in the Application Form, Schedule 1 or Schedule 2;
- (d) immediately, if it becomes aware of any suspected, alleged or actual corrupt or fraudulent conduct (including fraud by customers or Authorised Services Officers);
- (e) immediately, if any persons who between them beneficially own, at the date of this Agreement, more than 50% of the ordinary shares or other voting or economic interests in the Participant, cease to hold or control more than 50% of such ordinary shares or other voting or economic interests;
- (f) immediately, if it ceases to meet the eligibility criteria set out in the DVRS Business Rules and the Motor Dealer's Guide to Vehicle Registration; and
- (g) immediately of the name of any Authorised Services Officers listed in Schedule 2 who cease to provide the Services for the Participant.

## 7 Financial accounting

### 7.1 Fees

- (a) The Participant acknowledges that Fees are received solely for and on behalf of TfNSW.
- (b) The Participant must:
  - (1) receive Fees as agent for TfNSW;
  - (2) hold Fees received on trust for TfNSW;
  - (3) separately account for Fees received for TfNSW; and
  - (4) remit Fees received for TfNSW to TfNSW in accordance with the requirements of the DVRS Business Rules, Item 8 of Schedule 1 and clause 7.3.

## 7.2 Costs

- (a) Subject to clause 7.2(b), the Participant is responsible for all costs incurred by it in performing its obligations under this Agreement.
- (b) TfNSW is responsible for any costs incurred by TfNSW in producing and providing to the Participant) number plates and other TfNSW Materials provided by TfNSW to the Participant under this Agreement, including any charges owing to any contractor to TfNSW who manufactures number plates (including number plates ordered by the Participant as agent of TfNSW in accordance with this Agreement).

## 7.3 Receipt of Fees

The Participant must issue a stamped Tax Invoice in accordance with GST Law to any person from whom payment is accepted on behalf of TfNSW.

## 7.4 Errors and discrepancies

If TfNSW detects any error or discrepancy in any of the Fees or documentation forwarded to it by the Participant under clause 7.1(b)(4), it will notify the Participant, and the Participant must correct any such errors or discrepancies within one Business Day.

# 8 Control management

## 8.1 Full and accurate records

- (a) The Participant must create and maintain full and accurate records of the Services performed, including:
  - (1) vehicle registration details, including details of transfer and renewal of vehicle registration;
  - (2) customer details;
  - (3) inspection details (including copies of inspection reports, and details of the examiner and proprietor responsible for issuing the reports
  - (4) number plates ordered via the Ordering System (including relevant invoices and other records);
  - (5) number plates issued;
  - (6) vehicle disposal details and
  - (7) Dealer Compliance Checks.
  
- (b) Without limiting clause 8.1(d), the Participant must maintain all records that:
  - (1) are reasonably required for the purposes of an audit referred to in clause 8.2; or
  - (2) are required by any relevant Law of which the Participant is or should be aware.

- (c) The Participant must ensure that all records maintained under clauses 8.1(a) and 8.1(b) are maintained in its custody and control and in an accessible and secure form and for the period that either the Participant or TfNSW (whichever is the longer) is required by Law to retain them.
- (d) The Participant must provide TfNSW with the records referred to in clauses 8.1(a) and 8.1(b) when requested.

## 8.2 TfNSW audits

- (a) The Participant must, on at least 24 hours' notice, provide TfNSW (or TfNSW's representative) free and unfettered access during the Participant's usual business hours to:
  - (1) the resources, Authorised Services Officers, Premises and facilities used by the Participant in connection with the supply of Services; and
  - (2) financial and operational records and other documentation including records maintained under clauses 8.1(a) and 8.1(b) relating to the provision of Services in the possession, custody or control of the Participant (including all records relating to Systems Access),
  - (3) for the purpose of TfNSW assessing the Participant's compliance with any Laws, any audit requirements or its obligations under this Agreement.
- (b) TfNSW or its representative may inspect and take copies of any such records.
- (c) If the Participant is not legally able to provide TfNSW with access to all of its Premises and facilities because of restrictions imposed by Law, a representative of the Participant must, within the time notified by TfNSW, meet with TfNSW and provide TfNSW with satisfactory evidence of the Participant's compliance with its obligations under this Agreement.
- (d) The Participant must co-operate fully, and must ensure that all Authorised Services Officers co-operate fully, in any audit including by answering all reasonable requisitions of TfNSW or its representative.
- (e) If an audit reveals that the Participant is not complying with any relevant Law, any audit requirement or otherwise with this Agreement, the Participant must promptly take such action as is necessary to remedy the non-compliance.

## 8.3 Independent audits

- (a) The Participant must conduct annual audits (using an independent auditor) for the purposes of auditing compliance with its obligations under this Agreement.
- (b) On the date specified in Item 7 of Schedule 1 each year during the term of this Agreement, the Participant must provide to TfNSW a certification by the auditor referred to in clause 8.3(a) as to the following:
  - (1) that the Participant has complied with all of the Participant's obligations under this Agreement; or
  - (2) if the Participant has failed to comply with all of the Participant's obligations under this Agreement:
    - (A) details of any such failure;

- (B) details of the steps undertaken by the Participant to rectify and prevent the recurrence of any such failure; and
  - (C) that the Participant has complied with the remainder of the Participant's obligations under this Agreement.
- (c) The Participant must ensure its independent auditor retains sufficient records so as to be able to justify its audit and certification if required.
  - (d) Each party must bear its own costs associated with audits under clauses 8.2 and 8.3.

## 8.4 Lodging, and accuracy of, data

- (a) The Participant must:
  - (1) ensure that all forms and/or other documents required under the Motor Dealer's Guide to Vehicle Registration and the DVRs Business Rules are correctly completed; and
  - (2) ensure that Authorised Services Officers forward the forms and/or other documents to TfNSW in accordance with Item 8 of Schedule 1 and the DVRs Business Rules.
- (b) The Participant must notify TfNSW within one Business Day of it becoming aware of any inaccuracy in forms, documents or other data it has supplied to TfNSW.
- (c) If an Authorised Services Officer supplies incorrect forms, documents or other data then the Participant must ensure the forms, documents or other data are corrected at its own expense, within one Business Day or such longer period as directed by TfNSW.
- (d) It is an essential condition of this Agreement that Participants ensure that all forms and other documents be completed by an Authorised Services Officer with at least 95% accuracy rates at all times and 100% accuracy in respect of customer identification.
- (e) Where the Authorised Services Officer fails to meet an accuracy rate as required by this clause then TfNSW may in its discretion follow the "Participant Errors –Action Plan Process" in Schedule 5.
- (f) This clause 8.4 does not limit any right which TfNSW has under any other clause including clauses 7, 15.2, 18, or 21.

# 9 Systems Access

## 9.1 Systems Access

- (a) The Participant may apply to TfNSW using the forms provided by TfNSW for authorisation to use either or both of DOL and/or the Ordering System for the provision of Services. The Participant must not access either System until approval is granted by TfNSW.
- (b) TfNSW has an absolute discretion to require the Participant to use either or both of the Systems. If requested by TfNSW, or required by the DVRs Business

Rules, the Participant must apply for access to the relevant System(s) using the relevant application form(s) provided by TfNSW.

- (c) Without limiting the operation of clause 18.1, the Participant acknowledges that if the Participant does not obtain the relevant System(s) Access within a reasonable time following TfNSW's request under clause 9.1(b) then TfNSW may wish to terminate this Agreement under clause 18.1.
- (d) The Participant's access to the System(s) will commence on the date determined by TfNSW.
- (e) If the Participant is given approval to access either or both of the Systems, without limiting any other provisions of this Agreement, the Participant must comply with this clause 9.
- (f) The Participant must ensure that only its Security Administrator and Authorised Services Officers have access to and Use the Systems.

## 9.2 Responsibility for use by Security Administrator and Authorised Services Officers

The Participant must ensure that its Security Administrator(s) and Authorised Services Officers comply with this Agreement and do not cause the Participant to be in breach of this Agreement.

## 9.3 Equipment and Software

- (a) The Participant is solely responsible, at its cost, for providing and maintaining the Equipment and Software with access to the World Wide Web required for entering transactions via DOL, ordering, receipting and recording number plate conditions via the Ordering System and providing the Services. The Participant must comply with the licence terms and any other conditions applicable to use of the Software.
- (b) Provision of any items other than TfNSW Materials by TfNSW is at TfNSW's sole and absolute discretion. TfNSW accepts no responsibility for the provision of any hardware, software, equipment or processes used by the Participant in connection with either of the Systems.
- (c) Title to TfNSW Materials and any other items provided by TfNSW will remain vested in TfNSW.
- (d) TfNSW is not responsible for any costs or expenses incurred by a Participant in using the Systems including any telecommunications fees, ISP charges or software licence fees.

## 9.4 Use of the Systems

- (a) Authorised Services Officers must not use DOL for any purpose other than submitting vehicle information to TfNSW and receiving information from TfNSW as contemplated by this Agreement.
- (b) Authorised Services Officers must not use the Ordering System for any purpose other than ordering, receipting and recording number plate condition, as delegates of TfNSW in accordance with clause 14.

- (c) The Participant must ensure that no person uses the Systems other than as permitted in this clause 9.4.
- (d) The Participant must comply with any guidelines or directions issued by TfNSW from time to time in relation to the Systems and must ensure that each Security Administrator and Authorised Services Officer is familiar with and complies with the guidelines, directions or documents provided by TfNSW.
- (e) For the avoidance of doubt, the Participant must submit all paperwork to TfNSW in hard copy as required by this Agreement, irrespective of whether or not it submits information to TfNSW online via DOL.
- (f) The Participant must nominate a suitably qualified person to act as its Security Administrator and must also nominate at least one Authorised Services Officer as a user. For an individual to be authorised as a Security Administrator or a user, the Participant must arrange for that person to complete and sign the relevant form and deliver it to TfNSW.
- (g) The Participant must ensure that the Participant's Security Administrator takes day-to-day operational responsibility for ensuring the Participant's and Participant's users' compliance with the guidelines referred to in clause 9.4(d).
- (h) TfNSW retains the right in its absolute discretion to authorise or reject any person nominated by the Participant to fill either a user or Security Administrator role.
- (i) The Participant must notify TfNSW:
  - (1) as soon as possible prior to any change in the details provided in respect of any Security Administrator or user on a Security Administration/User Authorisation Form; and
  - (2) promptly of the name of all Security Administrators or users who cease to provide the Services for the Participant.
- (j) The Participant must ensure that all Security Administrators and users:
  - (1) are provided with a copy of the Statement of Business Ethics; and
  - (2) carry out the Services in accordance with the Statement of Business Ethics.
- (k) The nomination and appointment of a Security Administrator or user by the Participant with the authorisation of TfNSW does not in any way limit or affect the obligations of the Participant under this Agreement.

## 9.5 Use of the Ordering System

- (a) The Participant acknowledges that the Ordering System is provided or operated by the System Operator.
- (b) Without limiting clause 9.4, in accessing and using the Ordering System the Participant must comply with:
  - (1) any technical, operational or security requirements of the System Operator; and
  - (2) the terms of any agreement between TfNSW and the System Operator (if relevant), as advised by TfNSW to the Participant from time to time.



## 9.6 User IDs and passwords

- (a) In relation to each of the Systems, the System Operator will provide a unique identification number (user ID) and a password for each user to enable the user to access the System. Each user ID will be recorded by the System Operator for security and audit reasons against all information submitted by each user.
- (b) The Participant must ensure that each user and Security Administrator ensures that:
  - (1) password(s) are kept secure and separate from user IDs;
  - (2) password(s) are not used by or available to any person other than the individual user to which it is assigned; and
  - (3) each user logs out of the System when vacating the dedicated terminal to ensure no other person is able to provide a transaction under that user ID.
- (c) The Participant must also:
  - (1) except as required by Law prohibit the storage, reproduction or creation of any database of any Systems Information whether in electronic or any other form;
  - (2) prohibit any other activity which may compromise the security and integrity of a System or any Systems Information; and
  - (3) inform users of their potential personal liability for penalties under any Laws.
- (d) If a Participant knows or suspects that a person who is not authorised to access a System knows or may know a user's password or that a user knows the password of another user, the Participant must:
  - (1) instruct the user to immediately change their Password (to the extent that they are able to); and
  - (2) advise TfNSW of such occurrence or suspicion.

## 9.7 Systems Information

The Participant must ensure that all information submitted to the Systems:

- (a) is complete, correct and accurate;
- (b) does not infringe the Intellectual Property Rights of any person; and
- (c) complies with:
  - (1) all applicable Laws; and
  - (2) any applicable TfNSW guidelines or directions which are notified to the Participant.

## 9.8 Confidentiality: Protecting the Systems and Systems Information

- (a) Without limiting clause 19 of this Agreement, the Participant must not permit Use of a System or any Systems Information by, or disclose any Systems Information to, any person other than:

- (1) its Security Administrator and any Authorised Services Officers who are authorised in writing by TfNSW prior to the disclosure; or
  - (2) persons to whom the Participant is required by Law to disclose Systems Information, if the Participant notifies TfNSW before the disclosure or, if that is not possible, immediately afterwards.
- (b) Without limiting clause 9.8(a) or clause 20 of this Agreement, the Participant must ensure that its Security Administrator and any Authorised Services Officers who Use a System or any Systems Information or to whom it discloses any Systems Information:
- (1) is a person who has a need to know for the Purpose; and
  - (2) is a person who has signed a document imposing confidentiality and privacy obligations substantially similar but in any event no less onerous than those imposed under this Agreement.
- (c) The Participant must, upon request, provide TfNSW with a copy of documents executed under clause 9.8(b)(2).
- (d) The Participant must:
- (1) immediately notify the Controlling Service Centre if it becomes aware of any suspected or actual unauthorised Use, disclosure or disposal of a System or any Systems Information;
  - (2) immediately take all steps (including those requested by TfNSW) at its own expense, which are necessary to:
    - (A) prevent any suspected or actual unauthorised Use, disclosure, or disposal of a System or Systems Information by its Personnel; or
    - (B) enforce the rights of the Participant or TfNSW in respect of any breach by the Participant's Personnel of their obligations in respect of a System or any Systems Information;
  - (3) ensure that the Systems and the Systems Information are safeguarded at all times from corruption, interference or loss, and against unauthorised Use, disclosure, disposal or other misuse; and
  - (4) not store, reproduce or create any database of any Systems Information, whether in electronic or other form except as required for the Purpose or by Law.

## 9.9 Termination of Systems Access

- (a) The Participant's access to the Systems will terminate if any one or more of the following occurs:
- (1) automatically in respect of both Systems, if this Agreement terminates for any reason;
  - (2) in respect of a System if the Participant commits a material breach of this clause 9 in relation to that System and fails to remedy that breach within 7 days, after receipt of a notice of termination from TfNSW;
  - (3) 7 days after TfNSW issues a notice of termination to the Participant; or

- (4) 7 days after the Participant issues a notice of termination to TfNSW, (and the parties acknowledge that a notice of termination under clauses 9.9(a)(3) and 9.9(a)(4) may be issued for convenience without cause and may be issued in respect of either or both Systems).
- (b) Termination of the Participant's access to a System under this clause 9.9 does not of itself terminate this Agreement which shall continue to apply to the Participant.
- (c) If the Participant's access to a System terminates for any reason, the authorisation of each Security Administrator and user employed or engaged by that Participant will terminate automatically in respect of that System. The Participant must ensure that no Security Administrator or user uses or attempts to Use that System after the date of termination.

### 9.10 Consequences and effect of termination

- (a) The Participant must, within 5 days after the date of termination of the Participant's access to a System:
  - (1) deliver to TfNSW all items, materials and documents issued to the Participant by TfNSW in connection with the Participant's access to that System; and
  - (2) pay to TfNSW all money then due and payable to TfNSW in connection with the System.
- (b) Termination of the Participant's access to a System is without prejudice to any accrued rights or remedies of the parties.

### 9.11 Termination of Security Administrator's or users' Systems Access

TfNSW may at any time terminate the Security Administrator's or a user's Systems Access for either or both Systems if the Security Administrator or user fail to comply with this Agreement or cause the Participant to be in breach of this Agreement.

## 10 Engagement and management of Authorised Services Officers

- (a) The Participant may from time to time apply to TfNSW for an Authorised Services Officer to be delegated to perform the Services. The Participant must ensure that only Authorised Services Officers perform the Services.
- (b) A list of these approved Authorised Services Officers will be recorded in the form set out at Schedule 2 to this Agreement and issued to the Participant once approved by TfNSW ('Sub-delegation instrument'). In accordance with clause 6(g) above, the Participant must inform TfNSW if any Authorised Services Officers are no longer able to perform the Services so that the Sub-delegation instrument can be amended for correctness and re-issued to the Participant as required. The Participant is responsible for ensuring the list of Authorised Services Officers remains current at all times.
- (c) For an individual to be delegated as an Authorised Services Officer, the Participant must ensure that the individual completes the Authorised Services Officer delegation form (User Authorisation Form) or such other form as TfNSW may require from time to time.

- (d) The Participant is responsible for training and supervising the Authorised Services Officers to enable them to perform their obligations as required under this Agreement.
- (e) TfNSW may in its absolute discretion approve or reject any person nominated by the Participant as an Authorised Services Officer.
- (f) TfNSW may, in its absolute discretion, terminate any delegation of an Authorised Services Officer immediately at any time, by giving notice to the Participant.
- (g) The Participant must:
  - (1) ensure that all Authorised Services Officers are appropriately qualified and experienced to provide Services in accordance with this Agreement, including for the avoidance of doubt, in accordance with the Motor Dealer's Guide to Vehicle Registration and the DVRS Business Rules;
  - (2) ensure that all Authorised Services Officers perform the Services in accordance with this Agreement; and
  - (3) ensure that all Authorised Services Officers:
    - (A) are provided with a copy of the Statement of Business Ethics; and
    - (B) carry out the Services in accordance with the Statement of Business Ethics.
- (h) TfNSW's delegation of an Authorised Services Officer does not in any way limit or affect the obligations of the Participant under this Agreement. For the avoidance of doubt, a failure by an Authorised Services Officer to perform the Services in accordance with this Agreement is a breach of this Agreement by the Participant.
- (i) If requested to do so, the Participant must provide to TfNSW:
  - (1) accurate information about the identity, qualifications, job history and character (including a criminal record check) of each of the Authorised Services Officers; and
  - (2) a list of any of the Authorised Services Officers, showing the full name, address and signature of each individual.
- (j) The Participant must comply with any directions or guidelines issued by TfNSW from time to time in relation to the conduct of background, security or other checks on Authorised Services Officers or persons with proposed Systems Access or access to Confidential Information. The Participant acknowledges that these directions or guidelines may require the Participant to conduct such investigations as TfNSW may reasonably request in relation to any Authorised Services Officers or persons with proposed Systems Access or access to Confidential Information.
- (k) The Participant must obtain from any Authorised Services Officer or person with proposed Systems Access or access to Confidential Information any consent that is necessary to enable either the Participant or TfNSW to:

- (1) comply with clause 10(j);
  - (2) conduct any investigations required by TfNSW under any direction or guidelines; and
  - (3) to exchange information as contemplated in the relevant direction or guideline.
- (l) If the Participant is unable to obtain that consent, then, unless TfNSW agrees otherwise, that person must not perform the Services or be given access to the Systems or Confidential Information.
  - (m) An investigation by TfNSW will not:
    - (1) constitute waiver of any breach of this Agreement; or
    - (2) affect the Participant's obligations and its sole responsibilities regarding provision of the Services in accordance with this Agreement.
  - (n) The Participant understands that a Service performed by a person other than a delegated Authorised Services Officer may be invalid at law, and may render the Participant subject to liability or consequential damages as a result.
  - (o) For the avoidance of doubt, a breach of any of these provisions under this clause 10 constitutes a breach of this Agreement.

## 11 Premises

- (a) The Participant must not Use the Systems or Confidential Information and its Authorised Services Officers must not provide the Services at any location other than the Premises except to the extent necessary to perform its obligations under this Agreement at the Controlling Service Centre or the Other Nominated Service Centre.
- (b) If the Participant wishes to change the location of the Premises, the Participant must provide TfNSW with 20 Business Days prior notice.

## 12 Conflict of interest

The Participant must ensure that an Authorised Services Officer does not perform Services in relation to vehicles owned by that Authorised Services Officer, or a relative or close associate of that Authorised Services Officer.

## 13 Intellectual property rights

- (a) The Participant acknowledges that this Agreement does not transfer to it any Intellectual Property Rights whatsoever, including any Intellectual Property Rights in TfNSW Materials and any number plates provided by TfNSW, the Systems or the Systems Information.
- (b) If the Participant becomes aware of any actual or suspected infringement of TfNSW's Intellectual Property Rights it must immediately notify TfNSW and must provide all reasonable assistance requested by TfNSW in relation to any action TfNSW takes.
- (c) The Participant absolutely and unconditionally:

- (1) assigns to TfNSW all present and future copyright it has in any Confidential Information and any Systems Information immediately on its creation; and
- (2) agrees, absolutely and unconditionally, to assign to TfNSW all other Intellectual Property Rights in any Confidential Information and any Systems Information without the need for any further assurance.

## 14 Number plates, labels and TfNSW Materials

- (a) TfNSW will provide number plates to the Participant in accordance with TfNSW procedures.
- (b) If an Authorised Services Officer is permitted to access the Ordering System by TfNSW, then the Authorised Services Officer must:
  - (1) order number plates via the Ordering System as a delegate of TfNSW in accordance with this Agreement and the Motor Dealer's Guide to Vehicle Registration;
  - (2) assess on behalf of TfNSW whether number plates received are the correct plates, intact, in good condition and otherwise in accordance with the requirements advised by TfNSW from time to time; and
  - (3) promptly report and return any number plates which do not meet the requirements of clause 14(b)(2).
- (c) Authorised Services Officers must use number plates only for the provision of Services and in accordance with this Agreement.
- (d) The Participant must store all number plates in an area which:
  - (1) is locked and secure; and
  - (2) is accessible only by Authorised Services Officers.
- (e) Authorised Services Officers must issue all number plates received under this Agreement by:
  - (1) affixing the number plates to the relevant vehicle; or
  - (2) issuing the number plates to the registered operator of the relevant vehicle; or
  - (3) returning them to TfNSW,

in accordance with the DVRS Business Rules, Motor Dealer's Guide to Vehicle Registration and TfNSW Materials.
- (f) TfNSW may provide the Participant with TfNSW Materials required for the provision of the Services. The Participant's Authorised Services Officers must use TfNSW Materials only for the provision of Services and in accordance with this Agreement.
- (g) Title to TfNSW Materials and to any number plates provided by TfNSW or any number plates ordered via the Ordering System will remain vested in TfNSW.
- (h) The Participant must immediately notify any loss of TfNSW Materials or number plates to TfNSW.

- (i) The Participant must ensure that Authorised Services Officers affix any labels to number plates as required by law with respect to the type of vehicle (for instance, electric, hybrid, LPG fuelled, or hydrogen powered).

## 15 Liability

### 15.1 Liability of TfNSW

- (a) The Participant:
  - (1) acknowledges that TfNSW does not represent or warrant the accuracy, completeness or fitness of:
    - (A) TfNSW Materials; or
    - (B) any information or advice provided by or for TfNSW in connection with TfNSW Materials or this Agreement; and
    - (C) (where the Participant has Systems Access):
      - (i) the Systems, the Systems Information;
      - (ii) any information or advice provided by or for TfNSW in connection with the Systems or the Systems Information;
      - (iii) that TfNSW will provide access to the Systems at any particular time or that it will be able to continue to do so;
      - (iv) that the Participant or users will be able to connect to or Use the Systems; or
      - (v) that the Systems, the Systems Information, or TfNSW Materials will be or will remain error free; and
  - (2) must make its own assessment of TfNSW Materials (and the Systems and Systems Information where the Participant has Systems Access).
- (b) Subject to clause 15.1(c), TfNSW excludes all liability (in contract, tort including negligence, under statute or otherwise arising), to the Participant in respect of any Loss arising out of or relating to the performance of the Services or TfNSW Materials or any act or omission of TfNSW in relation to this Agreement.
- (c) Except as set out in this paragraph (c), nothing in this Agreement excludes, restricts or modifies the application of, or liability in respect of, any Consumer Guarantee that applies to this Agreement. The liability of TfNSW for any liability, loss, cost, expense or damage suffered or incurred by a Participant because of a failure of TfNSW to comply with a Consumer Guarantee that applies to this Agreement is limited to TfNSW (at its election):
  - (1) where the failure is in respect of goods:
    - (A) replacing the goods or supplying equivalent goods;
    - (B) repairing the goods;

- (C) paying the cost of replacing the goods or of acquiring equivalent goods; or
- (D) paying the cost of having the goods repaired; or
- (2) where the failure is in respect of services:
  - (A) supplying the services again; or
  - (B) paying the cost of having the services supplied again,

except where it is not 'fair or reasonable' (as contemplated under section 64A of the Australian Consumer Law) for TfNSW to do so.

- (d) Without limiting clause 15.1(b), TfNSW will have no liability to the Participant (in contract, tort including negligence, under statute or otherwise arising) in respect of any Loss which is indirect or consequential including any loss of profits, loss of revenue, loss of business, loss of reputation, loss of data integrity or loss of anticipated savings.
- (e) Except as otherwise expressly stated in this Agreement, all terms, conditions, warranties, undertakings, inducements or representation whether express or implied, statutory or otherwise relating to the Services, TfNSW Materials, this Agreement, and (where the Participant has Systems Access, the Systems) are excluded to the fullest extent permissible at law.

## 15.2 Remedies

The parties agree that:

- (a) monetary damages for a breach of this Agreement by the Participant will be insufficient to compensate TfNSW for such a breach; and
- (b) 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 Agreement.

## 15.3 Participant's indemnity

- (a) The Participant must indemnify and keep indemnified TfNSW and the State of New South Wales against all Loss (on a full indemnity basis and whether incurred by, or awarded against, TfNSW or the State of New South Wales) that TfNSW or the State of New South Wales may sustain or incur as a result, whether directly or indirectly arising out of or in relation to:
  - (1) loss of, loss of use of or damage to the number plates or TfNSW Materials while located on the Premises or being used for purposes of providing the Services;
  - (2) personal injury (including death) or illness to any person arising out of or relating to anything done or omitted to be done by the Participant, its Authorised Services Officers or Personnel in the provision of the Services;
  - (3) any claim for breach of confidence or privacy or misuse of Personal Information arising out of or in connection with this Agreement or



provision or non-provision of the Services by Authorised Services Officers or (where the Participant has Systems Access) arising out of or in connection with the Use of the Systems or the Systems Information by the Participant, any Authorised Services Officers and Security Administrator;

- (4) such share (as determined by TfNSW) of any compensation which TfNSW may decide to pay a person for Loss suffered by that person as a result of any breach of clause 20 by the Participant, for which TfNSW would have been liable under Privacy Laws if such breach had been that of TfNSW, provided that TfNSW will give the Participant 14 days' notice of any proposed payment (which will include an explanation of how that liability or expense was assessed and the Participant's proposed share of that liability) and the Participant must make the payment to TfNSW within that 14 days;
  - (5) any fraud or other unlawful activity committed by the Participant, any Authorised Services Officers or Personnel;
  - (6) any discrepancy between the amount collected by the Participant from customers on behalf of TfNSW and the amount remitted by the Participant to TfNSW under clause 7;
  - (7) all charges for administration and legal costs incurred by TfNSW in recovering Fees from the Participant;
  - (8) any difference between the fees the Participant collects from a customer and the Fees due to TfNSW; and
  - (9) any act or omission of the Participant, any Authorised Services Officers or Personnel arising out of or relating to this Agreement or the provision of the Services.
- (b) The Participant's liability to indemnify TfNSW is reduced proportionally to the extent that a malicious or negligent act or omission of TfNSW or TfNSW's employees or agents (other than the Participant) or a breach of this Agreement by TfNSW has contributed to the injury or Loss.

#### 15.4 Participant's warranty

The Participant represents and warrants that as at the execution of this Agreement, the execution and delivery by it of this Agreement was properly authorised.

## 16 Insurance

- (a) The Participant must effect and maintain all insurances referred to in Schedule 3 on such terms, for such amounts and for such periods as set out in Schedule 3.
- (b) The Participant must provide certificates of currencies to TfNSW of the insurances required under clause 16(a) on execution of this Agreement and at any time at the request of TfNSW. The certificates of currency must comply with the requirements of Schedule 3.
- (c) If the Participant claims that it is exempt at law from holding Workers Compensation Insurance then the Participant must provide TfNSW with such

assurance as TfNSW may require (for example a Statutory Declaration) declaring the Participant as exempt.

- (d) The Participant must notify TfNSW within 2 Business Days of:
- (1) the cancellation of any of the policies of insurance required under clause 16(a); or
  - (2) the variation in the sum insured or coverage of such insurance policies.

## 17 Term

- (a) This Agreement commences on the Commencement Date.
- (b) The Participant's responsibilities and obligations as set out in this Agreement commence on the Commencement Date.
- (c) The Authorised Services Officers' delegation to perform Services as set out in this Agreement commences on the date the sub-delegation instrument is signed, subject to that date being the same as or later than the Commencement Date.
- (d) This Agreement and the right to perform Services will remain in force until this Agreement is terminated in accordance with clause 18.

## 18 Termination

### 18.1 Termination without cause by either party

This Agreement may be terminated at any time without cause by either party giving 7 days' written notice to the other.

### 18.2 Termination by TfNSW

TfNSW may terminate this Agreement immediately at any time by giving notice to the Participant if:

- (a) the Participant fails at any time to meet the eligibility criteria set out in the DVRS Business Rules;
- (b) an Authorised Services Officer, in the reasonable opinion of TfNSW, fails to perform Services to a satisfactory standard and that failure has not been remedied to the reasonable satisfaction of TfNSW within 7 days of TfNSW giving the Participant notice of that failure;
- (c) the Participant or any of its Authorised Services Officers refuse to comply with any lawful directions given to them by TfNSW;
- (d) the Participant commits a breach of any of the provisions of this Agreement and:
  - (1) in the reasonable opinion of TfNSW, the breach is incapable of being remedied; or
  - (2) in the reasonable opinion of TfNSW, the breach is capable of being remedied, and the Participant fails to remedy the breach to the

reasonable satisfaction of TfNSW within 7 days of receiving notice from TfNSW of that breach;

- (e) the Participant has received more than 3 notices issued under clause 18.2(d)(2) in a 12 month period;
- (f) without reasonable cause, the Participant suspends the carrying out of Services;
- (g) the Participant attempts to assign (by way of security or otherwise) any right or interest under this Agreement;
- (h) the Participant becomes insolvent, within the meaning of section 95A of the Corporations Act 2001 (Cth);
- (i) a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act 2001 (Cth)) or similar official is appointed, or steps are taken for such appointment, over any of the equipment or undertakings of the Participant;
- (j) the Participant ceases or threatens to cease to carry on business;
- (k) an application or order is made for the liquidation of the Participant or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the Participant otherwise than for the purpose of an amalgamation or reconstruction;
- (l) any of the directors or employees of the Participant involved in the provision of Services are found guilty of any offence involving fraud or dishonesty, or any other offence (except for a traffic offence) which is punishable by imprisonment (whether or not that person is imprisoned); or
- (m) the Participant, or a director or employee of the Participant are found liable for a civil or criminal penalty under Schedule 2 of the Competition and Consumer Act 2010 (Cth) or similar legislation.

### 18.3 Notice

The Participant must notify TfNSW immediately upon becoming aware of the occurrence of any of the circumstances in clauses 18.2(h) to 18.2(m).

### 18.4 Effect of termination

- (a) Subject to clause 18.4(b), termination of this Agreement is without prejudice to any accrued rights or remedies of the parties.
- (b) The Participant is not entitled to claim any compensation or damages from TfNSW in relation to the termination of this Agreement.

### 18.5 Consequences of termination

On termination of this Agreement the Participant must:

- (a) at TfNSW's discretion:
  - (1) promptly return to TfNSW; or
  - (2) allow to be recovered by TfNSW,

all TfNSW Materials and number plates in its possession or control;

- (b) cease to use TfNSW Materials and number plates;
- (c) comply with clause 19.3; and
- (d) cease to perform the vehicle registration functions it is authorised to perform under the DVRS.

The participant must not submit an Application Form within 12 months of termination of the Agreement, unless otherwise approved by TfNSW.

## 19 Confidentiality requirements

### 19.1 Protection of Confidential Information

- (a) The Participant must not, without the prior written consent of TfNSW, at any time advertise, publish or release to the public any Confidential Information or issue any statement or communication or make any representation directly or indirectly in connection with Confidential Information or this Agreement to any person not a party to this Agreement other than:
  - (1) as necessary for the Purpose or (where the Participant has Systems Access, as necessary to make use of the Systems and the Systems Information in accordance with this Agreement);
  - (2) with respect to any information (excluding Personal Information) already within the public domain through no fault of the Participant; or
  - (3) as required by applicable Law.
- (b) Without limiting clause 19.1(a), the Participant must:
  - (1) keep Confidential Information confidential;
  - (2) not disclose or permit the disclosure of the Confidential Information to any unauthorised person;
  - (3) take all steps and do all things necessary, prudent or desirable to safeguard the confidentiality of the Confidential Information in any collection, use or storage of such information; and
  - (4) comply with all directions of TfNSW relating to the Confidential Information.

### 19.2 Media releases and enquiries

- (a) Without limiting clause 19.1, the Participant must seek TfNSW's written approval to any press release or advertisement or other release for publication concerning this Agreement, TfNSW Materials, and, where the Participant has Systems Access, the Participant's authorisation to Use the Systems, and the Systems Information.
- (b) The Participant must refer any media enquiries concerning this Agreement, TfNSW Materials, and, where the Participant has Systems Access, the Participant's authorisation to Use the Systems, and the Systems Information to TfNSW's Business Manager

### 19.3 Return or destruction of Confidential Information

- (a) Immediately on request by TfNSW at any time during this Agreement and on termination, the Participant must either:
  - (1) return the Confidential Information (including all copies containing or relating to Confidential Information) to TfNSW in the manner specified by TfNSW; or
  - (2) dispose of the Confidential Information in the manner approved in writing by TfNSW and cease to use that Confidential Information, as directed by TfNSW and provide TfNSW with a statutory declaration that the Participant has complied with the requirements of this clause 19.3(a).
- (b) Notwithstanding clauses 19.3(a) or 19.3(c) where TfNSW agrees in writing, the Participant may:
  - (1) retain such Confidential Information as has been integrated with information held by the Participant; or
  - (2) retain other Confidential Information for the Purpose or purposes approved by TfNSW, provided that the Participant ensures the ongoing security and confidentiality of that integrated information in accordance with this Agreement.
- (c) Subject to clauses 19.3(a) and 19.3(b), if the Participant no longer requires use of Confidential Information in its possession or control, Participant must notify TfNSW and request that TfNSW issue a request under 19.3(a).

## 20 Privacy obligations

The Participant:

- (a) must comply with Privacy Laws (as if it was regulated by those laws), and any guidelines issued by TfNSW in relation to the collection, Use, storage and disclosure of Personal Information;
- (b) must not do any act or engage in any practice:
  - (1) that would breach any of its obligations; or
  - (2) which if done or engaged in by TfNSW, would breach any of TfNSW's obligations,under any Privacy Law;
- (c) must ensure that it Uses, accesses, retains and discloses any Personal Information, obtained either directly or indirectly as a consequence of this Agreement only as authorised in this Agreement;
- (d) must Use, store and disclose Personal Information obtained either directly or indirectly as a consequence of this Agreement, only for the purpose for which such information was acquired;
- (e) must store Personal Information obtained either directly or indirectly as a consequence of this Agreement:
  - (1) securely;

- (2) in a way that the information is protected from unauthorised access, Use or disclosure; and
- (3) only in an area that is locked and only accessible by Authorised Services Officers;
- (f) must dispose of Personal Information obtained either directly or indirectly as a consequence of this Agreement securely by shredding;
- (g) must notify the Controlling Service Centre immediately upon:
  - (1) becoming aware of a breach or possible breach of any of the obligations contained in or referred to in this clause 20, by the Participant or any Personnel;
  - (2) receiving a complaint relating to privacy; or
  - (3) receiving a request from an individual for access to, alteration, amendment or correction of Personal Information used by the Participant in connection with this Agreement;
- (h) must comply with all reasonable directions of TfNSW in relation to the care, protection of, access to, and disposal of, Personal Information held in connection with this Agreement;
- (i) must comply with all reasonable directions of TfNSW in relation to the management of complaints relating to privacy and any breach or possible breach of Privacy Laws by the Participant or any Personnel; and
- (j) must ensure that any other Agreement with any agent contractor or subcontractor who may be handling Personal Information, contains the same or equivalent obligations to this clause 20 which are enforceable by the Participant against the agent, contractor or the subcontractor, as applicable.

**NOTE:** Participants should familiarise themselves with the Information Protection Principles in Part 2 of the Privacy & Personal Information Protection Act 1998 (NSW). These are very similar to the Australian Privacy Principles in the Privacy Act 1988 (Cth). A summary of the information Protection Principles and Australian Privacy Principles are available online at <https://www.ipc.nsw.gov.au/information-protection-principles-ippets-agencies> and <https://www.oaic.gov.au/privacy/australian-privacy-principles/australian-privacy-principles-quick-reference>

## 21 Dispute resolution

- (a) If a dispute or difference arises out of, or in connection with, this Agreement then prior to commencing any litigation:
  - (1) the parties agree to use all reasonable endeavours to resolve the dispute speedily by good faith negotiation between the TfNSW Business Manager, the Controlling Service Centre or such other person as notified by TfNSW to the Participant from time to time, and the Participant's representative (First Stage Discussions);

- (2) if the dispute has not been resolved within 20 Business Days after commencement of First Stage Discussions, the TfNSW Business Manager, the Controlling Service Centre or such other person as notified by TfNSW to the Participant from time to time, and the Participant's principal officer must promptly hold good faith discussions to attempt to resolve the dispute (Second Level Discussions); and
  - (3) subject to clause 21(b), each party must continue to perform its obligations under this Agreement despite the existence of a dispute or the operation of this dispute resolution process.
- (b) Nothing in this clause 21 prevents TfNSW terminating this Agreement under clauses 8.4(e), 18.1 or 18.2 or seeking an urgent injunction to restrain any breach or potential breach of this Agreement by the Participant.

## 22 Administrative matters

### 22.1 Notices

- (a) Any notice given under this Agreement must be in writing and delivered to the relevant address or sent to the email address of the persons specified:
  - (1) in the case of the Participant: the Participant Representative at the address for service of notices set out in Item 10 of Schedule 1; and
  - (2) in the case of TfNSW: the Service Centre manager at the address for service of notices set out in Item 10 of Schedule 1, or to such other address as a party notifies to the other party as its address for notices.
- (b) Any notice will be deemed to have been served:
  - (1) where the notice is delivered in person, on the date it is delivered; or
  - (2) where the notice is posted, on the third Business Day after the notice has been posted; or
  - (3) where the notice is emailed, notice is taken to have been received at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply.

### 22.2 Variation to Agreement

- (a) The Participant agrees that TfNSW may vary the terms and conditions of, or replace, this Agreement from time to time by letter or email, by giving no less than 7 days' notice to the Participant, and that any such variation or replacement will be binding on both parties.
- (b) The Participant may (in accordance with clause 22.1) request that TfNSW vary this Agreement. TfNSW may in its absolute discretion agree or refuse the request. No variation is effective unless TfNSW has agreed in writing.

### **22.3 Assignment of rights and obligations**

The Participant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement.

### **22.4 Governing law**

This Agreement will be 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.

### **22.5 Non-waiver of rights**

No delay, neglect or forbearance by either party in enforcing any provision of this Agreement will be deemed to be a waiver of or in any way prejudice any rights of that party.

### **22.6 Limits to relationship**

Nothing in this Agreement will create, or be deemed to create, a partnership or fiduciary or other relationship between the parties, other than the relationship expressly created by this Agreement. Except to the extent expressly authorised by TfNSW, the Participant has no authority to make any representation on behalf of TfNSW and must not hold itself out as having any authority to do so.

### **22.7 Severability of Agreement**

If any aspect of this Agreement is found to be invalid, illegal or unenforceable it will not affect the validity of any other part of this Agreement. In such case this Agreement will be construed and enforced as if it did not contain the invalid, illegal or unenforceable provision or part thereof.

### **22.8 Entire agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all previous agreements and understandings between the parties with respect to the subject matter.

### **22.9 Survival**

The following clauses in this Agreement impose continuing rights and obligations on the relevant parties and survive termination or expiry of this Agreement: 8, 9, 13, 14, 15, 16, 19, 20, 21 and 22.1.

### **22.10 Approvals and consent**

Subject to any express provision to the contrary, a party may conditionally or unconditionally give or withhold any consent contemplated by this Agreement and is not obliged to give its reasons for doing so. Any consent must be in writing.

### **22.11 TfNSW powers**

Nothing in this Agreement restricts or limits the discretion or obligations of TfNSW in enforcing and administering the Transport Administration Act 1988 (NSW), Transport



Administration (General) Regulation 2018 (NSW), Road Transport Act 2013 (NSW) and Road Transport (Vehicle Registration) Regulation 2017 (NSW).

## 22.12 Administrative law

The parties acknowledge as follows:

- (a) this Agreement is a commercial service agreement between the parties;
- (b) no licence or right has been issued to the Participant by TfNSW, nor does the Participant have a legitimate expectation of any licence or right;
- (c) other than in respect of any legislative delegation, the rules of contract law apply; and
- (d) the rules of administrative law (including those of principles of natural justice) are not applicable to this Agreement or its termination.

## 22.13 Electronic signatures

The parties acknowledge and agree that:

- (a) this agreement, including any counterpart, may be electronically signed, including by using software or a platform for the electronic execution of contracts; and
- (b) any electronic signatures of or on behalf of the parties in this agreement are intended to authenticate this agreement and to have the same legal force and effect as if they were handwritten signatures on this agreement.

# 23 Public Interest Disclosures

**23.1** This clause 23 (Public Interest Disclosures) only applies if the Participant is providing services on behalf of TfNSW.

**23.2** In this clause 23 (Public Interest Disclosures), words and expressions which are not defined in this Agreement, but which have a defined meaning in the PID Act, have the same meaning as in the PID Act.

**23.3** The Participant must ensure that all individuals involved in providing services under this Agreement are made aware of the following:

- (a) that those individuals are public officials for the purposes of the PID Act;
- (b) how to make a voluntary public interest disclosure;
- (c) TfNSW's public interest disclosure policy which is available at <https://www.transport.nsw.gov.au/about-us/contact/transport-conduct-reporting-platform-fraud-corruption-and-misconduct>; and
- (d) the fact that a person who is dissatisfied with the way in which a voluntary public interest disclosure has been dealt with may be entitled to take further action under the PID Act or another Law.

**23.4** The Participant must notify TfNSW as soon as practicable in writing of a voluntary public interest disclosure of which the Participant becomes aware where either:

- (a) the disclosure relates to TfNSW; or
- (b) the maker of the disclosure is known to be a public official associated with TfNSW.

**23.5** The Participant must notify TfNSW as soon as practicable in writing of any serious

wrongdoing committed, or alleged to be committed, by an individual providing services under this Agreement.

**23.6** The Participant must use its best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public disclosure on behalf of TfNSW or any other agency (as defined in the PID Act).

**23.7** The Participant acknowledges and agrees that:

- (a) TfNSW has an obligation to take corrective action under s. 66 of the PID Act; and
- (b) notwithstanding any other provision of this Agreement, TfNSW may immediately terminate the Agreement upon written notice to the Participant, without any requirement to pay compensation (other than payment for work performed under the Agreement and unpaid at the date of termination) if a finding of serious wrongdoing or other misconduct is made involving the Participant or an individual providing services under this Agreement.

**23.8** If the Participant subcontracts the Agreement in whole or in part, the Participant must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding the Participant in this clause 23 (Public Interest Disclosures).

## Schedule 1 – Agreement Details

### ITEM 1. PARTICIPANT DETAILS (cl 1.1):

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_

Dealer Participant	Trailer Participant	Distributor Participant
Dealer Licence No: ..... State/Territory Where Issued: .....	<input type="checkbox"/> Participant manufactures or retails new trailers weighing less than 250kg	<input type="checkbox"/> Distributor engages in the distribution or management of new motor vehicles
Dealer is licensed by law to buy, sell and exchange:  <input type="checkbox"/> New Vehicles only  <input type="checkbox"/> Second-Hand Vehicles only  <input type="checkbox"/> Both New Vehicles and Second-Hand Vehicles		

### ITEM 2. CONTROLLING Service Centre (cl 1.1):

\_\_\_\_\_  
 [Insert name, address and email address of Service Centre]

### ITEM 3. OTHER NOMINATED Service Centre (cl 1.1):

\_\_\_\_\_  
 [Insert name, address and email address of Service Centre]

**ITEM 4. PREMISES (cl 1.1):**

Trading Name	Address	Contact Details
Notes: <ul style="list-style-type: none"> <li>• each of the named businesses below must be owned by the Participant</li> <li>• For Trailer and Distributor Participants the premises must be within NSW</li> <li>• For Dealer Participants the premises must be within NSW or within 50km of the NSW border</li> <li>• the Participant may request that the Premises be updated at any time under clause 22.2(b)</li> </ul>		
1.		Contact Name: Phone: Email:
2.		Contact Name: Phone: Email:
3.		Contact Name: Phone: Email:

**ITEM 5. PERMITTED TYPES OF NEW VEHICLES/LIGHT TRAILERS (Sch 6):**

**Note:** by written consent TfNSW may agree to update this list of vehicles and light trailers under clause 22.2 (b)

Manufacturer

**ITEM 6. COMMENCEMENT DATE (cl 1.1):**

*[Insert Commencement Date of Agreement - Official use only]*



Schedule 2 – Sub-delegation instrument



**DELEGATION**

*Transport Administration (General) Regulation 2018 (NSW) – cl.20(1)(e)*  
*Road Transport (Vehicle Registration) Regulation 2017 (NSW) – Part 2*

I, Director, Vehicle Safety, a delegate of Transport for NSW authorised to sub-delegate under section 31(2) of the *Transport Administration Act 1988*, **DELEGATE** to the person or persons named in Schedule 1 of this delegation, all functions related to the issuing of vehicle registration for vehicles set out in the Dealer Vehicle Registration Scheme (DVRS) Agreement between Transport for NSW and the dealership named in Schedule 2 of this delegation.

The persons so delegated are Authorised Services Officers in accordance with the relevant DVRS agreement.

This delegation with respect to any individual person is revoked in the event that the person ceases to hold employment in the dealership in the position specified in Schedule 1. Any such revocation occurs without further notice and does not affect the delegation of any other person.

This delegation is not transferrable and may be revoked by Transport for NSW at any time.

SCHEDULE 1

Full Name	Date of Birth	Position

SCHEDULE 2

[insert Participant Name]

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ [TfNSW delegate signature and title]

### Schedule 3 – Insurance

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE
i	Public and Products Liability or Broadform Liability	\$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences.  The total aggregate liability during any one period of insurance for all claims arising out of the Participant's products shall not exceed \$20 million.	For the term of this Agreement.
ii	Workers Compensation	As per the <i>Workers Compensation Act 1987 (NSW)</i> and <i>Workplace Injury Management and Workers Compensation Act 1998 (NSW)</i> .	For the term of this Agreement.

**NOTES:**

1. *Approved Insurer: All policies must be with an Approved Insurer. An Approved Insurer means:*

- (a) *An Australian registered insurance company which is approved by the Australian Prudential Authority (APRA) to conduct general insurance business in Australia; or*
- (b) *Lloyds Underwriters;*

*Note that where the insurance risk is insured by an insurer no listed in Note 1(a) or 1(b) then the Participant may arrange for its insurer to obtain a 'fronting' policy issued by an Approved Insurer (this is a kind of re-insurance policy issued under a "fronting arrangement" between the two insurers.*

- 2. *Jurisdiction & Laws: Insurance policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.*
- 3. *Workers Compensation Exemption: If a Participant pays \$7,500 or less in annual wages, does not employ an apprentice or trainee and is not a member of a group for premium purposes, then that Participant may be an "Exempt Employer" and not required to effect Workers Compensation Insurance. The exemption applies both to companies and non-companies. Participants claiming Exempt Employer status must provide a Statutory Declaration to TfNSW advising of their exempt status otherwise TfNSW cannot waive the requirement for the Participant to demonstrate a policy is in place. For more information on this exemption see the icare website at <https://www.icare.nsw.gov.au/employers/who-needs-workers-insurance/who-needs-a-policy#gref>.*

## Schedule 4 – Certificates of Currency

Certificates of currency must be issued by the Insurer and must include the following:

- The type of cover;
- The amount of cover;
- The period of cover;
- The name of the insurer;

Confirmation that the insurance is subject to the jurisdiction of the courts of an Australian state or territory; and confirmation that the policy is subject to the laws of NSW or another Australian jurisdiction.



## Schedule 5 – Participant Errors – Action Plan Process

### Clause 8.4(e)

Without prejudice to TfNSW's right to terminate this Agreement, TfNSW may initiate the following process where there is any ongoing or repeated failure of the Participant to comply with the Participant's obligation to ensure its Authorised Services Officers meet the accuracy rates specified in clause 8.4(d):

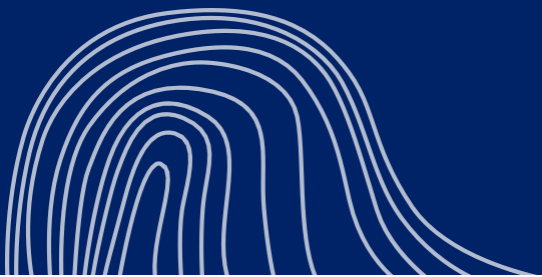
1. An action plan to resolve the issue is to be negotiated by the manager of the Controlling Service Centre and Participant's Representative, the action plan is to be implemented and monitored.
2. If the issue is not resolved after 20 Business days the Service Centre manager and Participant's Representative are to revise the action plan.
3. If after a further 20 Business Days there is no significant improvement in accuracy rates by the Participant, the manager of the Controlling Service Centre will refer the matter to TfNSW and TfNSW may either:
  - (a) initiate the Dispute Resolution procedure under clause 21; or
  - (b) issue a termination notice under clause 18.2(b).

## Schedule 6 – Services

The Services (together with relevant scenarios and conditions to which they are subject) for particular Participants are:

Participant Type	Subject or Scenario	Services	Conditions
Dealers	New Vehicles lawfully in the Dealer's possession or control	<p>all work, materials and services necessary or desirable to be performed or provided in connection with vehicle:</p> <ul style="list-style-type: none"> <li>• certification</li> <li>• registration</li> <li>• transfer of registration</li> <li>• renewal of registration</li> <li>• advising of vehicle disposal</li> </ul>	<ul style="list-style-type: none"> <li>• the Dealer is permitted to sell New Vehicles pursuant to its Dealer Licence;</li> <li>• the Dealer has represented that it is permitted to sell New Vehicles in Item 1 of Schedule 1 or by notice to TfNSW;</li> <li>• the vehicle must be a type of vehicle listed in Item 5 of Schedule 1;</li> <li>• the Dealer must ensure the Dealer Compliance Check of the vehicle is completed in accordance with the DVRS Business Rules and the Motor Dealers' Guide to Vehicle Registration, and retained a complete record of that check prior to conducting a registration transaction; and</li> <li>• any special conditions in Item 11 of Schedule 1</li> </ul>
Dealers	Second-Hand Vehicles lawfully in the Dealer's possession or control	<p>all work, materials and services necessary or desirable to be performed or provided in connection with:</p> <ul style="list-style-type: none"> <li>• registration</li> <li>• transfer of registration</li> <li>• renewal of registration</li> <li>• advising of vehicle disposal</li> </ul>	<ul style="list-style-type: none"> <li>• the Dealer is permitted to sell Second-Hand Vehicles pursuant to its Dealer Licence;</li> <li>• the Dealer has represented that it is permitted to sell Second-Hand Vehicles in Item 1 of Schedule 1 or by notice to TfNSW;</li> <li>• the Dealer must ensure the Dealer Compliance Check of the vehicle is completed in accordance with the DVRS Business Rules and the Motor Dealer's Guide to Vehicle Registration, and retained a complete record of that check prior to conducting a registration transaction, and</li> <li>• any special conditions in Item 11 Schedule 1</li> </ul>

Participant Type	Subject or Scenario	Services	Conditions
Trailer Participants	New Trailers lawfully in their possession or control	<p>all work, materials and services necessary or desirable to be performed or provided in connection with:</p> <ul style="list-style-type: none"> <li>certification</li> <li>registration</li> </ul>	<ul style="list-style-type: none"> <li>the trailer must be new and weigh less than 250kg;</li> <li>the trailer must be a type of vehicle listed in <b>Item 5</b> of Schedule 1;</li> <li>the Dealer must ensure the Dealer Compliance Check of the vehicle is completed in accordance with the DVRS Business Rules and the Motor Dealer's Guide to Vehicle Registration, and retained a complete record of that check prior to conducting a registration transaction, and</li> <li>any special conditions in <b>Item 11</b> of Schedule 1</li> </ul>
Distributor Participants	New Vehicles lawfully in the Distributor's possession or control	<p>all work, materials and services necessary or desirable to be performed or provided in connection with:</p> <ul style="list-style-type: none"> <li>certification</li> <li>registration</li> </ul>	<ul style="list-style-type: none"> <li>the vehicle must be new;</li> <li>the Dealer must ensure the Dealer Compliance Check of the vehicle is completed in accordance with the DVRS Business Rules and the Motor Dealer's Guide to Vehicle Registration, and retained a complete record of that check prior to conducting a registration transaction, and</li> <li>any special conditions in <b>Item 11</b> of Schedule 1</li> </ul>
All Participants	where a Participant has access to the Ordering System	<ul style="list-style-type: none"> <li>ordering number plates via the Ordering System</li> </ul>	<ul style="list-style-type: none"> <li>any special conditions in <b>Item 11</b> of Schedule 1</li> </ul>
All Participants	where Participant has access to Dealer Online	<ul style="list-style-type: none"> <li>use DOL applicable to Participant Type and services</li> </ul>	<ul style="list-style-type: none"> <li>any special conditions in <b>Item 11</b> of Schedule 1</li> </ul>
All Participants		<ul style="list-style-type: none"> <li>all other functions described in the Business Rules and the Motor Dealer's Guide to Vehicle Registration</li> </ul>	<ul style="list-style-type: none"> <li>any special conditions in <b>Item 11</b> of Schedule 1</li> </ul>



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