



This form allows you to nominate another person to act as your Agent.

If electronic services are provided, as part of this nomination the Agent will:

- Be registered as an AFMA GoFish Client
• Receive notifications from AFMA electronically
Note: All your concessions are covered by this nomination.

If you wish to nominate more than one Agent please complete a separate RA form for each Agent.

Concession/s referred to in this form are, SFRs, Permits and Licences.

If you are not completing this form electronically please complete the form in black or blue ink.

Concession holder(s) details

AFMA Client ID [input box]

Name(s) of current concession holder(s) [input box]

Agent details

Agent Name (complete as: first name, middle initial, surname) [input box]

AFMA Client ID (complete for registered AFMA clients) [input box]

Only complete below if your nominated Agent is not registered with AFMA

Email address [input box]

Date of birth [input box with slashes]

Postal address [input box] Postcode [input box]

Street address (if same as postal address, write 'As above') [input box] Postcode [input box]

Business phone [input box] Mobile [input box] Fax [input box]

Agent type

You can select varying levels of agency for your nominated Agent depending on what you would like them to do on your behalf. All Agents will be authorised to conduct manual and, if provided electronic transactions on your behalf.

Multiple nominations are permitted for an Agent.

Please select the nomination type(s) for the proposed Agent.

Logbook/Receiver Agent Yes [input box] No [input box]

A Logbook/Receiver Agent may sign and submit catch or receiver data on your behalf, either by paper or by electronic means(If provided).

Logbook Agents cannot access your concession information.

Is this Agent a skipper? (not applicable for Fish Receivers) Yes [input box] No [input box]

Licensing Agent Yes [input box] No [input box]

A Licensing Agent may administer licensing tasks on your behalf; including boat nominations and leases and enquiries relevant to your concession.

This type of Agent cannot undertake permanent transfers unless they have been specifically authorised to do so.

Primary Agent Yes [input box] No [input box]

A Primary Agent is able to nominate additional Licensing Agents and Logbook Agents. A Primary Agent is also able to act as a Logbook and Licensing Agent.

This type of Agent cannot undertake permanent transfers unless they have been specifically authorised to do so.

Permanent transfer function Yes [input box] No [input box]

The permanent transfer function allows an Agent to permanently transfer assets on your behalf. Some types of concessions are not transferable, i.e Fish Receiver Permit/License.

To nominate an Agent for the permanent transfer function, the Agent must also be registered as a Primary or Licensing Agent.



Declaration by Concession holder(s) / Primary Agent

To sign this form you must be the concession holder(s) or their registered Primary Agent. **Note Primary Agents cannot authorise other Primary Agents or the permanent transfer function.** It is an offence under s.136.1(1) of the Criminal Code Act 1995 to make a false or misleading statement or omission.

I, the concession holder detailed in this form:

- Apply to have the person specified in this form appointed to act on my behalf for the purposes as specified, and
- Acknowledge that I will be bound by all acts or omissions of this Agent so appointed until written notice of revocation of the Agent's authority is received by AFMA, and
- Agree to the terms and conditions for use of AFMA electronic services, and
- Declare that the information provided on this form is, to the best of my knowledge, true and correct.

Signature and date

Full Name

Position held in the company (if applicable)

Signature and date

Full Name

Position held in the company (if applicable)

Signature and date

Full Name

Position held in the company (if applicable)

If there is insufficient space for all signatories please attach a separate sheet.

Declaration by Agent

It is an offence under s.136.1(1) of the *Criminal Code Act 1995* to make a false or misleading statement or omission.

I, the appointed Agent detailed in this form:

- Apply to be registered to act for and on behalf of the concession holder for the purposes as specified in this form, and
- Acknowledge that I may be liable personally under the Act or to the Principal for unlawful actions as an Agent, and
- Agree to transact electronically with AFMA, in accordance with AFMA's requirements, and to receive formal notices electronically from AFMA, as allowed for under the *Electronic Transactions Act 1999*, and
- Agree to the terms and conditions for use of AFMA electronic services as detailed overleaf, and
- Declare that the information I have provided on this form is, to the best of my knowledge, true and correct.

Signature and date

Full Name

Notes on completing this form

This form should be used to nominate an Agent to do specific things on behalf of the concession holder (or all joint concession holders).

This authority is acknowledged to bind the concession holder as principal and each co-owner jointly and severally for the acts and omissions of the authorised Agent appointed.

What you need to do

1. All joint concession holders should sign and date this authority.
2. Post, fax or email this completed form along with attachment(s) to:

Australian Fisheries Management Authority
Box 7051
Canberra Business Centre ACT 2610
Fax: (02) 6225 5426
Email: licensing@afma.gov.au



Who can sign this form?

Trading Name – All individuals for corporate owners of a trading name must be specified as the applicants and all sign this form.

Companies – A company may sign in any manner (including under seal) authorised by s127 of the *Corporations Act 2001*. If a company has more than one Director this form may be signed and dated by two Directors. If a company has only one Director, that Director may sign and date this form. In each case the Director should print their name and note their designation as 'Director', 'Sole Director' or 'Sole Director and Secretary' as the case may be.

Joint holders – If the concession is in more than one name (partnership or otherwise), all holders must sign and date this form. Please attach a separate sheet if the number of holders exceeds the space available.

Power of Attorney or Authorities – If a party signs under a Power of Attorney the attorney must state 'Signed by (name of principal) by his/her/their/its attorney (name of attorney) pursuant to Power of Attorney Register Number (number or date if not required to be registered in that State) who states that he/she has no notice of the revocation of the power'. A copy of the registered power should accompany this form.

Trusts – The beneficial interests in any trust will not be recognised by AFMA. A trustee may only sign and date this form as the legal owner in their own right.

Terms and Conditions for use of AFMA electronic services

Notices from AFMA – Should electronic services be provided, you agree to transact electronically with us, in accordance with AFMA's requirements, and to receive formal notices electronically from us, as allowed for under the *Electronic Transactions Act (1999)*. "Notice" means any form of written communication between you and us.

Restrictions and termination of access – We reserve the right to restrict your access to AFMA electronic services for any reason. You may cancel your use at any time by contacting AFMA. We may terminate your use at any time for any reason without prior notice, including for: security reasons; or if in our opinion you have breached these terms and conditions.

Maintaining security – You must change your password on first use. "Password" means the 6-14 digit alphanumeric combination that enables you to use AFMA electronic services. You must not disclose your password to any other person. If you suspect or believe that another person knows your password, you must report the matter to us. You will be liable for all transactions carried out by any other person who uses your password to access AFMA electronic services. You must take reasonable steps to ensure the security of your ancillary equipment.

Inaccuracies and disputes – If you believe any transaction is wrong or unauthorised, you must immediately notify us. We may ask you to provide further information. We will investigate any complaint about disputed information. If we are unable to settle your complaint immediately, to your and our satisfaction, we will advise you of the procedures for further investigation and resolution and may request further relevant details from you. It is recommended that you record all receipt numbers, payment and transfer reference numbers as issued to you to assist in checking inaccuracies and resolving disputes.

Our liability – To the extent permitted by law, we, our Agents or nominated service providers will not be liable to you for any loss including consequential damage, arising as a result of: (i) your failure to properly protect your password; (ii) any breakdown or interruption in the AFMA electronic systems; (iii) any inaccuracy, corruption of data, errors or omissions resulting from a failure by you to properly protect your password; (iv) any inaccuracy, corruption of data, errors or omissions caused by the operation (or failure) of your ancillary equipment; (v) the use of your password by another person; (vi) any termination of your access to AFMA electronic services.

Standard terms and conditions for use of AFMA services

Client Service Charter – This form will be processed in accordance with AFMA's Client Service Charter, available on the AFMA website www.afma.gov.au. This is subject to you supplying AFMA with everything needed to complete the transaction.

Miscellaneous – You are responsible for ensuring that your contact details are kept up to date. This Agreement with you and the transactions carried out under it are governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties submit to the jurisdiction of the courts of the Australian Capital Territory. You authorise us to give information about you to others in order to execute your instructions to us where we reasonably think it necessary.

Changes to terms and conditions – We may change these terms and conditions from time to time or may vary services provided to you. We will notify you of any change to the terms and conditions. We are not obliged to give you advance notice if an immediate change to the terms and conditions is deemed necessary for the security of AFMA electronic services or individual accounts.

Privacy information – The Australian Fisheries Management Authority (AFMA) has obligations under the Privacy Act 1988 in particular under the Australian Privacy Principles and is authorised to collect the information provided on this form under the *Fisheries Management Act 1991* and the *Torres Strait Fisheries Act 1984*. Information is collected pursuant to our data collection functions under the *Fisheries Administration Act 1991* (s7). Consistent with AFMA's objectives and/or functions and/or powers, the information provided may be disclosed to:

- Australian, State and Territory government(s) and agencies for regulatory or enforcement purposes,
- Australian and International fisheries research and management organisations
- Foreign governments and foreign government agencies for the purpose of fisheries management, research and compliance, and
- International and regional fisheries management bodies where AFMA is obliged under international agreements and decisions to do so.

More information about privacy and the disclosure of information can be found in AFMA's Information Disclosure policy available on the AFMA website www.afma.gov.au.