



Terms and conditions for use of GOFish and the e-Log lodgement service

Important: you must read these terms and conditions before you use GOFish as they will form the contractual basis for its use.

1. Definitions

In these terms and conditions of use, any reference to AFMA is a reference to the Australian Fisheries Management Authority. Any reference to "us", "we", "our" is a reference to the Australian Fisheries Management Authority.

"GOFish" means our online business system which you access with ancillary equipment via the Internet.

"Notice" means any form of written communication between you and us.

"Password" means the 6-14 digit alphanumeric combination that enables you to use GOFish.

Unless the context requires otherwise, words in the singular include the plural and vice versa.

2. Notices from AFMA

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)*.

3. Restrictions and termination of access to GOFish

We reserve the right to restrict your access to GOFish for any reason.

You may cancel your use of GOFish at any time by contacting AFMA.

We may terminate your use of GOFish 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.



4. Maintaining security

You must change your GOFish password on first use.

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 must properly protect your password to prevent its disclosure to another person, and as a means of preventing fraudulent or unauthorised use of GOFish.

You will be liable for all transactions carried out by any other person who uses your password to access GOFish.

You must take reasonable steps to ensure the security of your ancillary equipment.

5. Using GOFish and the e-Log lodgement service

Any information you submit to us will be, to the best of your knowledge, true and correct. It is an offence under Section 136.1(1) of the *Criminal Code Act 1995* to make a false or misleading statement or omission.

If any nominated holding is in the name of more than one person, the liability of all account holders under these conditions of use will be joint and several for any transactions carried out on that account in accordance with these conditions of use.

If working as an authorised agent for a concession holder(s):

- You agree to be an appointed authorised agent and to be registered to act for and on behalf of the concession holder(s) where you are nominated to act as authorised agent for the purposes specified by the concession holder(s).
- As the appointed authorised agent of a concession holder(s) you acknowledge that you may be liable personally under the Fisheries Management Act or to the Principal for unlawful actions as agent.
- As the appointed authorised agent of a concession holder(s) you declare that the information submitted to AFMA is to the best of your knowledge true and correct. It is an offence under section 136.1(1) of the *Criminal Code Act 1995* to make a false or misleading statement or omission.

Note: You will be advised when the e-Log lodgement service is available in your fishery.



6. Inaccuracies and disputes

If you believe any GOFish 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 or transfer reference numbers as issued to you by GOFish to assist in checking inaccuracies and resolving disputes.

7. 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 GOFish system;
- (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 GOFish.

8. Payment and fees

Fees may be incurred for transactions conducted using GOFish. Fee information is available on the AFMA web site.

Fees must be paid at the time of the transaction taking place.

Fees are payable by credit or debit card only. Cheques, B-pay, EFTPOS, cash, direct credit, and money-orders are not accepted forms of payment for GOFish.



9. 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 via GOFish or where we reasonably think it necessary in order to execute those instructions.

10. Changes to terms and conditions

We may change these terms and conditions from time to time or may vary GOFish 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 GOFish or individual accounts.



SECTION B: Your details

Action: Please contact AFMA on 1300 723 621 or by email licensing@afma.gov.au

First name:	
Middle name:	
Family name:	
Date of birth:	/ /
Email address:	
Telephone number:	
Preferred form of contact (please circle):	<div style="display: flex; justify-content: space-around;"> Email Telephone </div>
I am (please circle):	<p>Sole concession holder</p> <p>Partner concession holder</p> <p>Agent (skipper, etc)</p> <p>Company director</p>
AFMA Client Id:	
The name of the company I work for (or own) is:	



Application for GOFish Registration

AGR

SECTION C: Declaration

Action: Please tick check boxes, sign and return to AFMA.

Declaration:

- As a concession holder, I understand I am liable for the actions of my Authorised Agent(s) undertaken on GOFish and the e-Log lodgement service.
- As the appointed authorised agent of a concession holder(s) you acknowledge that you may be liable personally under the Fisheries Management Act or to the Principal for unlawful actions as agent.
- As the appointed authorised agent of a concession holder(s) you declare that the information submitted to AFMA is to the best of your knowledge true and correct. It is an offence under section 136.1(1) of the *Criminal Code Act 1995* to make a false or misleading statement or omission.
- I 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)*.
- I agree to the terms and condition for use of GOFish and e-Log lodgement service.

Print Name:.....

Signed:

Dated: