

From: s 9(2)(a)
To: [S241](#)
Subject: Wilson Parking - CA05 Application for authorised access to current names and addresses in the Motor Vehicle Register
Date: Tuesday, 1 December 2020 2:07:04 pm
Attachments: [image009920.jpg](#)
[image926691.png](#)
[image576993.png](#)
[dd-authority-template \(002\).pdf](#)
[WPNZ NZTA Access Submission 2020.pdf](#)
[WPNZ NZTA Support Letter Documentation CA05 application.2020.pdf](#)

Good afternoon,

Please find attached, with accompanying support documentation, Wilson Parking New Zealand Limited's CA05 Application for authorised access to current names and addresses in the Motor Vehicle Register under Section 241 of the Land Transport Act 1998 to continue beyond 30th April 2021.

Should you require any further information please do not hesitate to contact the under signed.

Kind Regards

s 9(2)(a)

s 9(2)(a)

Level 12, SAP Tower,
151 Queen Street
Auckland 1010, New Zealand



Released under the Official Information Act 1982

1st December 2020

**NZ Transport Agency
Exemption Assessments
Customer Response Team
Private Bag 11777
Palmerston North 4442**

To whom it may concern;

RE: CA05 Application for authorised access to current names and addresses in the Motor Vehicle Register

Please find enclosed Wilson Parking New Zealand Limited's CA05 Application for authorised access to current names and addresses in the Motor Vehicle Register under Section 241 of the Land Transport Act 1998 to continue beyond 30th April 2021 for the following purposes;

- To trace persons registered in respect of motor vehicles where the occupants exit a car park (enforcement of which is managed by Wilson Parking New Zealand Limited) without paying for parking, in breach of the parking terms and conditions.
- To trace persons registered in respect of motor vehicles which while entering, in, or exiting a car park (enforcement of which is managed by Wilson Parking New Zealand Limited) cause damage to the car park property.
- To send a reminder notice to the registered person where a motor vehicle has been parked in a car park in breach of the parking terms and conditions, enforcement of which is managed by Wilson Parking New Zealand Limited

And additionally;

- To trace persons registered in respect of motor vehicles where the occupants exit a car park (enforcement of which is managed by Wilson Parking New Zealand Limited) after being parked in breach of the parking terms and conditions.

Supporting documents enclosed are as follows:

- 1) CA 05 Submission
- 2) Direct Debit Form
- 3) Wilson Privacy Policy
- 4) Wilson Confidentiality Requirements
- 5) Wilson Code of Conduct – Privacy & Confidentiality Clauses
- 6) Wilson Employment Agreement – Confidentiality Clauses
- 7) Wilson Important Notice – Car Park terms & conditions

Should you require any further information please do not hesitate to contact the under signed.

Yours faithfully,

Wilson Parking New Zealand Limited

s 9(2)(a)

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Anyone can apply for an authorisation from the NZ Transport Agency to access current names and addresses in the Motor Vehicle Register.

Applications for access are made under section 241 of the Land Transport Act 1998. The Transport Agency consults with the Ombudsman, Privacy Commissioner and Police Commissioner (our advising agencies) before deciding whether to grant an authorisation. An authorisation should be for a specific purpose and is subject to any conditions specified by the Transport Agency. For more information visit the Transport Agency website at www.nzta.govt.nz/authorised-access-mvr.

Use this application if you want authorisation to access current names and addresses in the Motor Vehicle Register only (this does not include details of previously registered persons). You don't require an authorisation to access non-personal vehicle information (eg make, model, licence expiry dates, etc.). This authorisation does not allow access to details about finance owing on vehicles. That information is held by the Personal Property Securities Register (www.ppsr.govt.nz/cms).

Please consider the following alternatives before you apply:

- Case-by-case applications for personal information can be made with this transaction at <https://transact.nzta.govt.nz/transactions/ReqPersonalInfoAccess/entry>
- We have a free online confirmation service available here with no authorisation needed at <https://transact.nzta.govt.nz/transactions/ConfirmRegisteredPerson/entry>

Privacy

The information requested is required to process your application for *Application for authorised access to current names and addresses in the Motor Vehicle Register* under section 241 of the Land Transport Act 1998. Collection of this information is required by Part 6 of the Land Transport (Motor Vehicle Registration and Licensing) Regulations 2011.

The Transport Agency, in its capacity as the Registrar of Motor Vehicles (and its agents), will hold, store, use and disclose any personal information collected as part of this application in accordance with the Land Transport Act 1998 and the Privacy Act 1993. In particular the Transport Agency must, at the request of an individual, provide the name of any person to whom personal information about that individual has been disclosed where that disclosure has been made to a person who has been authorised to access names and addresses under section 241 of the Land Transport Act 1998.

You are entitled to access, and request the correction of, any readily retrievable personal information held about you by the Transport Agency. You can do so by writing to us at Private Bag 11777, Palmerston North 4442 or by emailing us at info@nzta.govt.nz.

Payment

We must receive payment with your application in order for it to be considered.

The application fee applies regardless of whether the application is approved or declined. The fees (including GST) are:

| | |
|---|-----------|
| Individual (except for sole traders) | \$621.46 |
| Business that is not a representative body or member of a representative body (including a sole trader) | \$854.57 |
| Representative body with a disciplinary power | \$1165.30 |
| Representative body with no disciplinary power | \$1320.65 |
| Any other applicant not covered above | \$1165.30 |

You should pay the fee to the NZ Transport Agency at the time of application. Applications will not be completed unless the correct fee is paid. You can pay by cheque or direct debit:

- If paying by cheque please make sure that it is made out to the NZ Transport Agency.
- If paying by direct debit, please use our direct debit form (available from www.nzta.govt.nz/dda). Please post the original form, not a photocopy, or email a high quality scan with your application.

Sending in your application

Email

Click **Attach** to attach this form to an email. You'll also need to attach a high quality scan of the direct debit form and any extra relevant information and send the email. Alternatively, you can save this form and attach it manually to an email. Please send the email to s241@nzta.govt.nz.

Attach

Post

Applications with cheques or the original direct debit forms and any extra relevant information should be sent to:

NZ Transport Agency, Exemption Assessments, Private Bag 11777, Palmerston North 4442.

Answer all questions as best you can. We're required under legislation to ask these questions as part of the application process.

You can also attach any extra information you think might be relevant to the application (eg privacy policies, sample agreements).

Company details

The company name is the name that we will issue the authorisation under. If you are a sole trader, enter the name you've registered with the Motor Vehicle Traders Register.

Write n/a in any boxes not applicable.

Company name

Wilson Parking New Zealand Limited

Trading as name

Wilson Parking New Zealand Limited

Company number

487351

Motor Vehicle Trader (MVT)/Financial Service Provider (FSP) number

n/a

Transport Agency customer number

n/a

Motochek account number

s 9(2)(k)

What is the nature of the business?

Parking services, technology, management and enforcement.

Attach a separate sheet if necessary.

What locations does the business operate from?

Level 12, SAP Tower, 151 Queen Street, Auckland 1010

Level 8, 99 Custom House Quay, Wellington, 6011

Level 2, Grant Thornton House, 80 Hereford Street, Christchurch 8011

How long has the business been operating?

30 Years

Company contact

Name

s 9(2)(a)

Phone

s 9(2)(a)

Email

s 9(2)(a)

Staff and agents employed

Fill out this section if you employ staff or engage agents

- Write n/a for your answer where not applicable
- Continue on a separate sheet if necessary

How many staff or agents are likely to have access to the register?

15

What are the roles of those likely to have access?

Appeals Officer, Supervisor, Administration Manager, Senior Accountant, Commercial Manager, Operations Manager, General Manager

What training will you give those who are likely to have access on the proper handling of the information from the register?

Training is conducted in accordance with Wilson Parking's privacy policy, confidentiality requirements and code of conduct. Please see attached copies.

Staff and agents employed (continued)

What controls do you have in place to ensure that those who are likely to have access handle the information properly?

Authorised staff are allocated confidential user names and passwords, which are changed periodically, with pre-authorised user level access restrictions.

What disciplinary measures can you take against those who do not handle the information from the register properly?

Suspension and/or 'termination of employment for cause' in accordance with their individual employment agreement. Please see attached copy.

Using and collecting the information

For help in answering this question, see 'Standard terms' listed at the end of this form.

Do you currently use the register?

No Yes

If yes, what do you currently use the register for?

Please see attached letter specifying current use of register.

What do you intend to use the register for?

Vehicle trader

Fuel suppliers

Finance companies and insurers

Other (please specify) Please see attached letter re ongoing use intent.

What are your reasons for not collecting the information directly from the individual concerned?

Most Wilson's car parks are automated and there is no ability, nor means to obtain the vehicle owners' details.

What are your reasons for not collecting the information from a source other than the register?

There is no other available source of this information.

What are your reasons for not seeking confirmation of the registered person through the Transport Agency's free online service?

(<https://transact.nzta.govt.nz/transactions/ConfirmRegisteredPerson/entry>)

The volume of requests would prove very cumbersome and inefficient, and not all of required information is available for Wilson to input.

What are your reasons for not asking for the information through the Official Information Act 1982?

The volume of requests required to achieve this would prove very cumbersome and inefficient for both Wilson Parking and the Privacy Commissioner.

How will you tell the persons whose information has come from the register about the fact that the register was the source of the information?

Terms and conditions of parking signage (copy attached).

How will you tell the persons whose information has come from the register about what you use the information for?

Please refer to attached copy of terms and conditions of parking.

How will you tell the persons whose information has come from the register about the fact that they can notify the Registrar that they do not wish to have their names and addresses made available under an authorisation?

Please refer to attached copy of terms and conditions of parking.

Let us know how you tell your customers that you accessed their information from the register. For example, verbally, in writing, in contract documents.

In most circumstances we will require you to inform your customer that you are accessing their information and that they can opt out.

Security and privacy

We need to know how that any computers that might access the register are secured from the public and are password protected to use.

For example, you could tell us about your staff training.

What physical and computer security systems do you have in place to ensure that information from the register is kept secure?

s 9(2)(ba)(i)

What physical and computer security systems do you have in place to ensure that information from the register is only used for the purpose or purposes specified in the authorisation?

s 9(2)(ba)(i)

Have you ever been found to have breached any of the information privacy principles in the Privacy Act 1993?

No Yes

If yes, please explain

| |
|--|
| |
| |

Have you ever been found, in proceedings of any kind, to have breached any confidentiality obligation?

No Yes

If yes, please explain

| |
|--|
| |
| |

Credit check

We will check for any debts to the Transport Agency as part of the application process.

Do you have a credit rating and, if so, what is it?

No, but Wilson can obtain this if required.

Authorisation term

How long do you want the authorisation to last (maximum of 5 years)?

5 years

Checklist

Make sure you've answered all the questions and attached all relevant information.

- Cheque or Direct Debit Authority for payment
- All questions answered
- Any extra relevant information is attached

Standard terms

To help with the timely processing of applications, we've developed the following sets of standard terms.

When sending in an application for an authorisation, please indicate in your answer to the question 'What do you intend to use the register for?' if a set of these standard terms applies to your application.

| Term | Definition |
|--------------------------------|--|
| Vehicle traders | <ul style="list-style-type: none">▪ Checking the registered person when purchasing a vehicle.▪ Checking that the registered person has been changed correctly when you sell a vehicle.▪ Finding registered persons for the purpose of a safety recall (wholesalers only).▪ Any other purpose necessary to facilitate the sale and purchase of vehicles aside from marketing. |
| Fuel suppliers | <ul style="list-style-type: none">▪ Finding the registered person information of vehicles involved where there has been a failure to pay for goods or services. |
| Finance companies and insurers | <ul style="list-style-type: none">▪ Checking the registered person of a vehicle when assessing an application to provide finance in relation to that vehicle.▪ Checking the registered person of a vehicle when you have a security interest in that vehicle.▪ Checking the registered person of a vehicle which is involved in an accident with your client (insurers only).▪ Verifying that payments for claims are made to the registered person of the relevant vehicle (insurers only).▪ Any other purpose that is reasonably required for assessing or processing an insurance policy or claim in relation to the vehicle (insurers only). |

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NZTA CUSTOMER NO: _____

IMPORTANT!

PLEASE ENCLOSE BANK DEPOSIT SLIP FOR ACCOUNT VERIFICATION AND RETURN TO THE NZ TRANSPORT AGENCY

ACCOUNT INFORMATION

Name of Account Wilson Parking New Zealand Limited

Customer (Acceptor) to complete bank/branch number and account number and suffix of account to be debited.

s 9(2)(k)

Bank Branch Number Account Number Suffix

AUTHORITY TO ACCEPT DIRECT DEBITS

(not to operate as an assignment of agreement)

Authorisation Code 0 3 0 5 1 0 4

(User Number)

TO: The Manager

Bank Name ANZ

Address (PO Box) PO Box 91691

Town/City Auckland

Date 01 / 12 / 2020

I/We authorise you until further notice in writing to debit my/our account with you all amounts which -

NEW ZEALAND TRANSPORT AGENCY

(hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

Payer Particulars PES CA 05

Payer Code GST

Payer Reference application

Name of Account (Customer to complete) Wilson Parking New Zealand Limited

Authorised Signatures s 9(2)(a) s 9(2)(a)

APPROVED

0510

10/10

FOR BANK USE ONLY

Table with 3 columns: Date Received, Recorded By, Checked By

Original - Retain at Branch
Copy - Forward to Initiator if requested

BANK STAMP

**IMPORTANT NOTICE
TO PEOPLE ENTERING THIS CAR PARK WITH A VEHICLE**

BY ENTERING THIS CAR PARK YOU AGREE TO THE CONDITIONS SET OUT BELOW. IF YOU DO NOT ACCEPT THESE CONDITIONS, IMMEDIATELY LEAVE THE CARPARK.

1. These conditions apply from the moment that you drive your vehicle into this car park and apply 24 hours a day, 7 days a week. You hereby also bind the owner of the vehicle you are driving to all these conditions and warrant your authority to do so.

PAYMENT AND BREACH OF THESE CONDITIONS

2. You must either purchase a ticket from the pay and display machine and display the ticket on the dashboard of the vehicle with the date and expiry time clearly visible, OR obtain a Wilson Parking approved electronic payment in respect of the vehicle which is valid for the entire duration of the vehicle's stay, OR clearly display a current and valid window pass on the dashboard or windscreen of the vehicle.

3. You agree to the following rules:

- a) You must comply with all rules or directions displayed in the car park from time to time and with all relevant laws.
- b) You must not obstruct other persons or vehicles using the car park, nor abandon the vehicle.
- c) You must not park in any area marked "reserved" unless you possess a legal licence or lease to do so, or in any area marked "no parking", or outside of the line-marked parking bays.
- d) You must not park in a mobility bay without a current mobility window pass displayed.
- e) You must not park in any bay unless you clearly display a current and valid ticket on your dashboard OR clearly display a current and valid window pass OR have made an electronic payment to us in respect of the vehicle.
- f) The vehicle you are parking in this car park must have a current warrant of fitness and registration, be roadworthy, and be able at all times to be driven under its own power and not present any danger or risk to other vehicles or persons or the car park.

4. You agree that:

- a) If you or your vehicle is in breach of any of the above clauses, you have parked unlawfully, and we may issue a notice requiring you to pay within 21 days a sum no greater than \$65.00 costs of enforcing the conditions of this car park.
- b) If you are issued a notice and you do not pay the sum specified therein within 21 days of date of issue of the notice, then we will send a reminder notice, and you agree to pay the further sum of \$20.00 being our administrative cost in doing so.
- c) If you are issued a reminder notice and you do not pay the sums specified therein within 7 days of the date of the reminder notice, you agree that:
 - i. We may use a debt collection agency to enforce payment of the sums owing by you together with the cost of such debt collection; and
 - ii. You are liable of any costs and expenses incurred by us to enforce payment of the sums owing by you, including our solicitor/client costs.

If you contravene any of the above conditions, you agree that we may remove the vehicle by having it towed at your risk and expense, and we may hold the vehicle until all outstanding debt has been paid and in addition to or as an alternative to issuing a notice. If we have your car towed, you agree that the vehicle will be released only upon payment of the release fee from the towing company AND our administration fee of \$45 AND payment of any outstanding debt owed by you to us.

5. In the event that your credit-card transaction declines or dishonours, we reserve the right to re-process the transaction at a later date, and we reserve the right to charge an additional fee of \$30 in respect of our administrative costs in doing so.

RESPONSIBILITY FOR DAMAGE OR INJURY

6. You are liable for any damage to the car park caused by you or your vehicle.

7. While we shall take all reasonable care, we cannot guarantee the security of your vehicle or its contents.

8. We accept no liability for any claim by you or any other person, including (but not limited to) any claim for loss or damage to your vehicle or any other vehicle OR for loss or damage to the contents of your or any other vehicle OR resulting from using the car park or being unable to use the car park OR for negligence OR for personal injury OR otherwise. This applies even if we are negligent or in breach of this Agreement.

9. We accept no liability for any loss or damage to any article left in our custody or control. Our employees are not authorised to accept any of your possessions for safe custody, except the keys to your vehicle where possession is taken at our request.

10. You agree to indemnify us in respect of any claim made against us arising from your use of the car park or the use of the car park by anyone else acting on your instructions or under your authority.

MISCELLANEOUS

9. You must provide us with your full name and address if asked by us. You agree that we may obtain the name and address of the owner of the vehicle from the motor vehicle register and pass this information to third parties for the purposes of debt recovery in accordance with these conditions.

10. If we fail to act or pursue any right or remedy available to us, this will not in any way prejudice our right to exercise that or any other right or remedy.

11. No one is authorised to amend these conditions on our behalf.

12. We may use automatic number plate recognition in this car park to monitor compliance with these conditions. If requested, you must provide us with your vehicle number plate details when obtaining your parking ticket or window pass, or when making an electronic payment.

13. We may use visual and audio surveillance and recording equipment in and around this car park for the purpose of protecting our lawful interests, and for protecting the safety and security of our employees, agents and contractors, and our customers.

INTERPRETATION

14. To avoid any confusion as to the meaning of these conditions:

(a) "claim" includes any claim for damage, loss or compensation; and any demand, remedy, liability or action.

(b) "damage" includes direct, indirect, consequential and special damage.

(c) "notice" means Parking Enforcement Breach Notice.

(d) "outstanding debt" includes previous unpaid parking fees and/or unpaid notices.

(e) "vehicle" includes its accessories and contents.

(f) "we" and "us" means Parking Enforcement Services, a division of Wilson Parking New Zealand Limited, and includes any of Wilson Parking New Zealand Limited's employees, agents and independent contractors.

(g) "you" includes both the driver and the owner of a vehicle entering this car park.

(h) "your vehicle" means the vehicle which you are driving, regardless of whether it is owned by you.

15. ALL OTHER ENQUIRIES TELEPHONE 0800PARKING

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