



## NATIONAL POLICE CHECKING SERVICE

### TERMS OF SERVICE SCHEDULE

Item Number	Description	Particulars
1.	<b>Accredited Organisation</b> Clause 1.1.1	Her Majesty the Queen in right of Her Government in New Zealand acting by and through the Commissioner of Police ('NZ Police') of 180 Molesworth Street WELLINGTON 6011 New Zealand
2.	<b>Commencement Date</b> Clause 1.2.1	27 February 2015
3.	<b>Accreditation Type</b> Clause 1.4	Clause 1.4 of the Terms of Service applies. The Accredited Organisation has been authorised by CrimTrac to service Customers for the Authorised Check Purposes at Item 5 of this Schedule.
4.	<b>Applicant's Informed Consent</b> Clause 3.2	The Applicant's Informed Consent form must be collected prior to each and every request submitted to CrimTrac for a National Police History Check.
5.	<b>Authorised Check Purposes</b> Clause 3.1.1	<p>The Accredited Organisation is authorised to:</p> <ul style="list-style-type: none"><li>(a) conduct police history checking of its own employees (including paid, unpaid, potential or existing), volunteers, consultants and contractors;</li><li>(b) provide the National Police Checking Service to its Customers for conducting police history checking of the Customer's employees (includes paid, unpaid, potential or existing employees), volunteers, consultants and contractors; and</li><li>(c) provide the National Police Checking Service to its Customers for conducting police history checking of persons applying for occupational training, licensing and registration where required under New Zealand law; and</li><li>(d) provide the National Police Checking Service to its Customers for conducting police history checking of persons applying for visas or citizenship under New Zealand law.</li></ul> <p>For the Authorised Check Purposes at paragraphs (b), (c) and (d) in this Item, each Customer must have a Customer Contract with the Accredited Organisation.</p> <p>For the removal of doubt, the Authorised Check Purposes in this</p>





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		Item are exhaustive and no additional purposes are permitted unless this Schedule is varied in accordance with clause 9.1.5.
6.	<b>Applicable Legislation Relevant to Retention of Personal Information</b> Clause 2.2.3(f)	None specified.
7.	<b>Accredited Organisation's Authorised Officer</b> Clause 4.6.1	The person at the Accredited Organisation occupying the position of Manager, Vetting Service, currently:  Name: Bruce Mackay Email: <a href="mailto:Bruce.Mackay@police.govt.nz">Bruce.Mackay@police.govt.nz</a> Telephone: +64 4 474 9406  Any changes to the Authorised Officer are to be in accordance with clause 9.1.5.
8.	<b>Accredited Organisation's Address for Notices</b> Clause 4.3	New Zealand Police National Headquarters 180 Molesworth Street WELLINGTON 3011 New Zealand PO Box 3017 WELLINGTON 6040 New Zealand Email: <a href="mailto:qa.vetting@police.govt.nz">qa.vetting@police.govt.nz</a>
9.	<b>Accredited Organisation's Address for Invoices</b> Clause 2.3.2	Email: <a href="mailto:accountsprocessing@police.govt.nz">accountsprocessing@police.govt.nz</a>
10.	<b>CrimTrac's Authorised Officer and Address for Notices</b> Clause 4.3	The person at CrimTrac occupying the position of Director, National Police Checking Service  496 Northbourne Avenue DICKSON ACT 2602 <a href="mailto:nssgeneralenquiries@crimtrac.gov.au">nssgeneralenquiries@crimtrac.gov.au</a>
11.	<b>Other – Privacy legislation</b>	The Parties acknowledge and agree that:  (a) in clauses 1.1.2 and 2.2.2 the words "Privacy Act 1988 (Cth)" are <b>deleted</b> and the following words are <b>inserted</b> in their place: "Privacy Act 1993 (NZ)"; (b) in clause 1.4.2 the words "an APP Entity" are <b>deleted</b> and the following words are <b>inserted</b> in their place: "ordinarily bound by the Privacy Act 1993 (NZ)";





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		<p>(c) in clause 2.2.2 the following words are <b>deleted</b>: “The Australian Privacy Principles regulate the handing of Personal Information by both Australian Government Agencies and businesses. Irrespective of whether or not the Accredited Organisation would otherwise be bound, by entering into this Agreement the Accredited Organisation agrees to be bound by the <i>Privacy Act 1988</i> (Cth) as an APP Entity”;</p> <p>(d) clauses 2.2.3.b and 2.2.3.c apply to this Agreement; and</p> <p>(e) in clause 9.3.1 the definition of “Personal Information” in the second column is <b>deleted</b> and the following words are <b>inserted</b> in its place: “has the meaning given in the <i>Privacy Act 1988</i> (Cth) or <i>Privacy Act 1993</i> (NZ) depending on the context”.</p>
12.	Other – Parties Clause 1.3	The Parties acknowledge and agree that clause 1.3 (‘Memorandum of Understanding for Commonwealth Government Agencies’) does <b>not</b> apply to this Agreement.
13.	Other – Taxable Supply Clause 2.4	The Parties acknowledge and agree that the provision of National Police History Checks by the Commonwealth to the Accredited Organisation is <b>not</b> a taxable supply for the purposes of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
14.	Other – Indemnity Clause 2.5	The Parties acknowledge and agree that Clause 2.5 (‘Indemnity’) is <b>deleted</b> from and does <b>not</b> apply to this Agreement.
15.	Other – Minimum Information Required to Conduct a NPHC Clause 3.1.2	The Parties acknowledge and agree that in clause 3.1.2.e the words “the Applicant’s residential address(es) for the past five (5) years” are <b>deleted</b> and the following words are <b>inserted</b> in their place: “the Applicant’s last known Australian residential address”.
16.	Other – Informed Consent Clause 3.2.2	<p>The Parties acknowledge and agree that:</p> <p>(a) In clause 3.2.2.e the words “(including its Australian Business Number)” are <b>deleted</b> from and do <b>not</b> apply to this Agreement, that is, the Accredited Organisation (or Customer, if clause 1.4 applies) is <b>not</b> required to collect Australian Business Numbers as part of the Informed Consent form;</p> <p>(b) In clause 3.2.2.h immediately after the words “may be used for general law enforcement purposes” the following words are <b>inserted</b>: “by Australian law enforcement agencies, including CrimTrac”; and</p> <p>(c) In clause 3.2.2.j the words “including the name and</p>



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		contact details of its privacy officer" are <u>deleted</u> and the following words are <u>inserted</u> in their place: "including the contact details of its privacy officer".
17.	Other – Exceptions to non-disclosure Clause 7.2.1	<p>The Parties acknowledge and agree that:</p> <p>(a) In clause 7.2.1.d the words "Parliament of the Commonwealth of Australia or State and Territory Parliament" are <u>deleted</u> and the following words are <u>inserted</u> in their place: "Parliament of the Commonwealth of Australia, an Australian State or Territory Parliament or the Parliament of New Zealand"; and</p> <p>(b) In clause 7.2.1.g the words "is disclosed by CrimTrac" are <u>deleted</u> and the following words are <u>inserted</u> in their place: "is disclosed by a Party".</p>