



## Terms of use

### What you need to know to access our services and operate an account with the Ministry of Economic Development.

These terms and conditions set out what is required when you use our online services. They help to ensure the information you provide to us is kept secure, and that the information that is required to be made available to the public is accurate and as up to date as possible.

You are being asked to agree to these terms and conditions for the use of our services, so please read them carefully and ensure you understand them. If you choose to accept them and continue on to create an account, these terms and conditions will form an agreement between you and the Ministry of Economic Development (the Ministry).

- [Access to our services](#)
- [Our commitment to you](#)
- [Your commitments to us](#)
- [Fees and charges](#)
- [Direct debit payment option](#)
- [Email address](#)
- [Suspension of account](#)
- [Company Watch List Service](#)
- [Unlawful access or use](#)
- [Privacy](#)
- [Displaying information not required by the Companies Act 1993](#)
- [Disputes](#)
- [Invalidity or unenforceability](#)
- [Protection of Personal and Property Rights Act 1988](#)
- [Minors' Contracts Act 1969](#)
- [Amendments to terms of use and privacy statement](#)
- [Ending the agreement](#)

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## Access to our services

Access to our services is governed by your igovt logon which provides us with security over access to our sites and identifies who you are.

You are responsible for keeping your igovt user name and password confidential. Any actions on our sites from your igovt user name and password will be considered by us to have been made by you.

igovt lets you access our registers and connects you to your user account with the Ministry.

Your user account then provides us with associated information, including:

- details about you - for example, your email address;
- services you have opted to use;
- organisations you are linked to (if any);
- details you are authorised to edit on the sites - for example, companies you are able to file documents for;
- whether you are an administrator for an organisation; and
- whether you have been delegated the authority to act on behalf of any other user(s).

If you are an administrator for an organisation, you are able to set up other accounts for other users attached to that organisation, to use our services. Any users you create will need to obtain their own igovt logon before they can activate their user account with us.

## Our commitment to you

If you agree to our terms of use, we will use all reasonable care and skill to:

- provide online services that are easy to use, with online help and tutorial facilities;
- make these services available to you as close to 24 by 7 as we can (with one regular, scheduled outage per week on a Sunday night);
- provide you with voice and email support from our Business Service Centre during normal business hours (except for public holidays);
- keep secure from unauthorised access all non-public information stored on our services;
- only allow authorised users access to amend information you have provided to us; and
- ensure that information we provide about our services is kept up to date.

The Ministry of Economic Development does not accept any responsibility or liability for any loss, including any costs and expenses, you incur in connection with your use of these services.

## Your commitments to us

The purpose of your commitments to us (set out below) is to protect the integrity and security of our services, as well as the integrity and security of the information provided by you and other people who use our services. Please appreciate that if you do not honour your commitments, third parties may be able to undertake actions apparently on your behalf that may cause loss to you or other people, and for which those other people may try to hold you responsible.

You agree that you will:

- abide by the terms of use governing your use of the igovt logon service that you use to access our services (refer to <https://www2.i.govt.nz/cls/static/termsandconditions#yourcommitments>);
- not knowingly or recklessly use, or attempt to use, any of our services for a purpose for which it was not intended, including any unlawful purpose; and
- notify our Business Service Centre immediately if you know, or have reason to believe, that there has been, or is about to be, fraudulent or other unlawful use of any of our services.

If you are an administrator of an organisation account, then you also agree to:

- manage other users' access to our services, who are connected to your organisation, by keeping user information updated and closing user accounts where they no longer need access to our services via your organisation; and
- manage delegated authorities, which provide your organisation with the ability to make use of our services on behalf of other users.

If you grant delegated authority to allow another user to access our services on your behalf, you agree to:

- acknowledge that you are granting that user the right to make use of our services on your behalf, including but not limited to, the amendment of data in relation to the entity that has had delegated authority applied to it; and
- accept that any action performed by that user that you have granted delegated authority to, is in effect acting on your behalf and that in doing so you are responsible for any actions they make on your behalf.

If you accept delegated authority to make use of our services on behalf of another user, you agree to:

- acknowledge that you are accepting the right to make use of our services on their behalf, including but not limited to, the amendment of data for an entity that you have delegated authority over; and
- acknowledge that any action performed by you in relation to any delegated authority you have been granted, is made by you knowing that you are acting on behalf of the user who has granted you that authority.

## Fees and charges

Please refer to our [Fee Schedule](#) for Online Services. Any charges for services will be detailed in a message giving you the option to enter your reference for the transaction and Pay Now, or Exit without completing the transaction.

You are responsible for the payment of services we provide for you under your account, no matter who uses it.

[Top](#)

## Direct debit payment option

The Ministry offers a direct debit payment option which allows customers to make use of our services, charge them to an account, receive an invoice at the end of each month and pay by direct debit on the 20th of the following month.

The direct debit payment option can be adopted by an organisation or by an individual user to pay fees.

If you select the direct debit payment option you will be emailed a Direct Debit Authority Form. Please complete the form and return the original to us by post to activate the direct debit payment option on your account.

We may perform a credit check on your organisation (or yourself, if you are applying for the direct debit payment option for your own user account) through a credit reference agency.

We reserve the right to decline any direct debit payment option request, based on the results of any credit reference check, or based on past history of fees payment with the Ministry.

At the beginning of each month, you will be emailed an invoice detailing all fee-bearing services used during the previous month. The invoices and other notices will be sent to the email address you have given us. We, and anyone to whom we have assigned the amounts you owe us, can assume any invoice or notice sent electronically has been delivered on sending, unless we receive a "Failed to Deliver" message.

If you do not receive an invoice via email then a copy of your invoice will be available online. In addition, you will have access to your transactions either through our online fees search facility, or you can download a data file containing the list of transactions.

Please call the contact number or email the address displayed on your invoice if you think there is a mistake with your invoice. Any incorrect fees will be credited to your account. If the query has been received and processed prior to the 20th of the month, this will reduce the amount to be direct debited. Queries received or processed after the 20th will be credited to your next month's invoice.

## Non payment

If the direct debit payment is not successful against your bank account:

### First month of dishonour

We will contact you to determine what went wrong and work with you to resolve the problem, ready for the direct debit run the following month.

### Second month of dishonour

Your account will be restricted to the credit card payment option only, and we will contact you to arrange for the payment of the due amount.

### If payment is still not received

In the first instance we will look to revoke the service that we have provided to you, e.g. take steps to remove from the register the company you have incorporated. If revoking the service is not possible, then we may refer the matter to a debt collection agency. You may be required to pay any costs that are incurred in recovering the money you owe.

We may vary one or more of the steps in this process, depending on individual circumstances.

## Email address

We will not disclose your email address to third parties. The email address you supply, however, may be used to update you with information regarding our services.

[Top](#)

## Suspension of account

For the protection of users, other people or the Ministry itself, we may suspend or disable your account without notice to you if we consider that:

- disabling your account is necessary to maintain the integrity or security of our services or any organisation or person; or
- the account is being misused or has otherwise been compromised; or
- you breach these terms of use.

Where appropriate, we will notify you of any suspension or disabling of your account as soon as practicable after doing so.

## My WatchList service

You will be able to subscribe to the My WatchList service. This service will allow you to be advised of registrable documents that have been filed online with the Registrar of Companies (excluding documents required to be filed by the Securities Act 1978) for a particular company or companies you have selected. This will include notifications of director changes or registered office address changes amongst others. You will be able to receive monthly, weekly or daily notifications.

You should be aware that information provided to you through the Company WatchList service does not include all information held on the register for a particular company but only relates to an update of the register by the filing of a registrable document referred to above. For other details relating to the particular company you are watching, you will need to search the companies register.

## Unlawful access or use

If you knowingly access or use, or attempt to access or use, any of our services for an unlawful purpose (including but not limited to fraud or attempted fraud or hacking or attempted hacking), you will be liable to pay any party (or the Ministry on its behalf) the amount of the loss suffered by them caused directly or indirectly by your unlawful actions. For the avoidance of doubt, this clause is not intended to confer benefits enforceable by third parties under the Contracts (Privity) Act 1982.

## Privacy

The [privacy statement](#) for our services applies to your personal information collected by the Ministry. By registering for an account and agreeing to these terms of use, you will be taken to have read and agreed to the terms of that privacy statement. As such, please ensure you have read and are comfortable with it before agreeing to these terms of use.

[Top](#)

## Displaying on the companies register information which is not required by the Companies Act 1993

Information about a company, in addition to that required to be provided to the Registrar by legislation, will be able to be displayed on the companies register (referred to as “non-legislative data”). For example, a company’s trade mark/brand or website address could be displayed on the register as non-legislative data.

Any non-legislative data displayed on the companies register does not form part of the register and it is voluntary whether any is displayed. However, if you display any non-legislative data on the companies register you agree that:

- no information/material that will infringe any person’s or organisation’s intellectual property (including copyright and trade marks) will be displayed;
- no defamatory, offensive or inappropriate material will be displayed;
- you are responsible for all information submitted to the Companies Office and must ensure that it complies with all legal requirements;
- in the event that incorrect, false, defamatory, offence or inappropriate information is displayed on the register, or a security breach of any kind occurs, you must notify the Companies Office immediately;
- the Ministry is not liable/responsible for any information provided and displayed by you or other users of the Companies Office services;
- responsibility for the content of non-legislative data placed on a company’s record on the companies register (including hyperlinks to other websites) rests solely with the company;

- the display of any non-legislative data on the register does not constitute the Ministry's recommendation or endorsement of any product or service. Each company is solely responsible for any representation made in connection with its non-legislative data;
- the Ministry may remove non-legislative data without consultation with the company.

## Disputes

If you have a dispute with the Ministry in connection with these terms of use or any of our services you must first call our Business Service Centre. Both you and our Business Service Centre will use all reasonable efforts in good faith to resolve the dispute. If you and our Business Service Centre are unable to resolve the dispute to your satisfaction, you may ask the Business Service Centre to escalate the dispute to the appropriate Ministry representative.

The Ministry will then promptly contact you and will endeavour to resolve the dispute with you. If, following such escalation, the dispute is still not resolved to your satisfaction you may take such action as you consider appropriate, such as making a complaint to the [Ombudsmen](#) or commencing legal proceedings.

## Invalidity or unenforceability

If any of these terms of use or their application to any person or circumstances is, to any extent, held to be invalid or unenforceable:

- the remainder of these terms of use or the application of such terms of use to any other person or circumstances shall not be affected;
- each term shall be valid and enforceable to the extent permitted by law; and
- the invalid or unenforceable term will be deemed to be amended to reflect, as nearly as possible, the original intention (as determined from this website).

[Top](#)

## Protection of Personal and Property Rights Act 1988

Under the Protection of Personal and Property Rights Act 1988 a court can appoint an administrator, welfare guardian or manager in respect of certain persons, their property or affairs. Where the Act or an order made under it permits use of an account contrary to these terms of use, the administrator, guardian or manager must use the account only to the extent permitted under that Act or order.

## Minors' Contracts Act 1969

If, under the Minors' Contracts Act 1969, any of these terms of use is held not to be fair and reasonable, then that term or condition will be deemed to be amended in relation to the relevant user to reflect the original intention (as determined from this website) as nearly as possible, but so as to be fair and reasonable.

## Amendments to terms of use and privacy statement

We can revise these terms of use and the privacy statement from time to time. We will advise you of any changes by a notice on this website. Your continued use of our services through the act of making use of your account with us, indicates your acceptance of those changes.

## Ending the agreement

Either party may end the agreement by notifying the other party. If either party ends the agreement during the billing period or there are outstanding amounts these remain payable.

If you want to end the agreement you have with us, please call our Business Service Centre on 0508 266 726 or write to us at:

Ministry of Economic Development  
Private Bag 92061  
Victoria Street West  
Auckland 1142

Attention: Revenue Unit