

Notice of Appointment

Summary

What is this Notice of Appointment and what does it do?

This Notice of Appointment provides details of your roles and responsibilities when you are appointed as an Inspecting Organisation. It describes what you can expect of us, the NZ Transport Agency, and what we expect of you. Please be aware that this document imposes legally enforceable obligations on you and you are advised to seek independent legal advice before becoming an Inspecting Organisation.

What are we trying to achieve?

The changes we are making to the Certificate of Fitness and Warrant of Fitness regulatory systems are designed to reduce the compliance burden and costs to the transportation and inspection industries, while maintaining or improving safety standards. By clearly stating our expectations of you, the Transport Agency views this Notice of Appointment and its contents as key to achieving these safety goals.

What are some of your key responsibilities?

As an Inspecting Organisation you are responsible for carrying out the activities detailed in your Notice of Appointment - you can't make someone else responsible for your obligations under this notice (delegation).

You can only inspect the classes of vehicle specified under your Notice of Appointment and only use authorised staff to carry out inspection-related activities.

You must comply with all relevant legislation, rules, guidelines and the Agency's In-Service Vehicle Inspection Requirements Manuals (VIRM).

You are required to have appropriate systems in place to manage your inspection activities, including quality management systems.

You cannot inspect a vehicle if you have a 'financial interest' in the operation of that vehicle. The only exception to this is a vehicle that you are primarily using for the purpose of delivering inspection and certification services.

You must actively avoid situations that may lead to conflicts of interest. However you must also show, in your quality management systems, how you will manage any conflicts. The most common situations are likely to be where friends and family are involved.

What are some of your other responsibilities?

We are not just concerned about what you do, but also about how you do it - the culture you create within your organisation. As a responsible Inspecting Organisation, we expect that you will create a culture and operational environment which encourages:

- a) effective contribution to the Inspecting Organisation's, the industry's and the Agency's objectives of safer vehicles and safer drivers;
- b) good customer service and provides a positive customer experience;
- c) respect for the privacy and confidentiality of customers, ensuring no misuse of any personal information;
- d) a high degree of honesty and integrity;
- e) all inspection-related staff to respect and abide by all legislation and act in a way that enhances the reputation of the organisation and the industry within the community;
- f) all inspection-related staff to promote the concepts of vehicle safety and willing compliance to the Inspecting Organisation's Customers.

As part of this, we expect you to ensure that all of your Vehicle Inspectors have fully understood and signed a current Code of Conduct, as supplied by us.

Where to go for more information

If any of the information in this Notice of Appointment is not clear, or you would like to discuss any aspect of it in more detail, please email the Transport Agency at vlr@nzta.govt.nz

Notice of Appointment

As an Inspecting Organisation

APPOINTMENT

1. Pursuant to clause 2.2(1) of Land Transport Rule: Vehicle Standards Compliance 2002 (the Rule), and under authority delegated to me by the NZ Transport Agency (the Agency), I [**Name, Designation**], appoint [**Name, Address**] ("**the Organisation**") as an **Inspecting Organisation** to carry out the activities set out below ("**the Activities**") in accordance with the requirements and conditions of this Notice of Appointment ("**the Appointment**") and in reliance, amongst other things, upon the Organisation's Application for Appointment.

THE ACTIVITIES

2. The Activities the Organisation is appointed to carry out are:
 - Clause 2.2(1)(a) **warrant of fitness** inspection and certification
 - Clause 2.2(1)(b) **certificate of fitness** inspection and certification
 - Clause 2.2(1)(c) **certificate of loading** inspection and certification
 - Clause 2.2(1)(j) **alternative fuel system** inspection and certification
 3. The Organisation will carry out the Activities in accordance with the Schedules to this Notice that apply to those Activities, and only at the Sites listed in those Schedules.
 4. The Appointment is in respect only of those Classes of vehicle (if any) specified in the Certificate of Appointment.
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PERIOD OF APPOINTMENT AND CERTIFICATE OF APPOINTMENT

5. **Period of Appointment:** The Appointment of the Organisation starts on [DD/MM/YYYY] (“Date of Appointment”) and continues in force unless the Appointment is suspended or revoked in accordance with the Rule by the Agency.
6. **Previous appointments or approvals:** Any previous appointment or approval under clause 2 of the Rule (or any previous, comparable, legislation) in respect of the Activities specified in this Notice terminates and no longer has effect on the Date of Appointment. For the avoidance of doubt, where the Organisation holds any other appointment or approval in respect of activities that are not specified in this Notice, such appointments or approvals are not affected by this Notice.
7. **Certificate of Appointment:** In addition to this Notice the Agency shall issue to the Organisation a **Certificate of Appointment** which records the Date of Appointment, the Classes of vehicles that may be inspected and/or certified, and such other information as the Agency may decide to include in that Certificate. This Certificate is to be regarded as evidence of the Appointment and must be publicly displayed so that it is visible to customers of the Organisation affected by the Activities. Where it is impracticable to display the Certificate it must be available to Customers upon request.
8. **Conflict between documents:** Where there is any conflict between the Certificate of Appointment and this Notice, the requirements and conditions of this Notice shall prevail.

GENERAL PRINCIPLES

9. **Reliance on Application for Appointment:** The Organisation made an Application for Appointment under clause 2.5(1) of the Rule and the Organisation is aware that the Agency has, amongst other things, relied upon the material in that Application in making the Appointment. The Appointment is personal to the Organisation, and may not be delegated or otherwise transferred (in whole or in part), without the express written consent of the Agency. The Agency may consider that Application in any action that it may take under section 3 of the Rule.
 10. **Significance in terms of land transport safety:** The Organisation is aware that the Appointment is significant in respect of land transport safety. The Organisation is therefore aware that the Agency will require strict compliance with the requirements and
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conditions of this Notice of Appointment and with the Land Transport Legislation and other relevant legislative requirements.

11. **Management:** The Organisation carries out the Activities by means of the Organisation's personnel. The Inspection and Certification of vehicles must, unless otherwise specified in writing by the Agency, be carried out by Vehicle Inspectors who hold the appropriate appointment from the Agency. The Organisation must therefore properly manage the manner in which the Activities are carried out.
 12. **Issues of Conduct:** The Organisation will ensure that the Activities are carried out in good faith and in an objective and consistent manner, at all times ensuring that Customers are treated with courtesy and respect.
 13. **Business Conduct:** The Organisation will take all reasonable steps to ensure that the Activities and its business are carried out in a manner that enhances the reputation of the Inspection and Certification industry with the public.
 14. **Engagement with other Participants and Agency:** In relation to the Activities, the Organisation will engage in a constructive and professional manner with other Participants and with the Agency.
 15. **Report Possible Violations:** The Organisation will immediately notify the Agency where it becomes aware of any possible violations of this Notice.
 16. **Honesty and Integrity:** The Organisation will ensure that the Activities are carried out honestly, conscientiously and to the highest standards of integrity.
 17. **No Inducements:** The Organisation will ensure that no favour or inducement that is intended, (or may reasonably be construed as intended) to compromise the integrity of the Activities is accepted, given or promised.
 18. **Customer's Privacy:** The Organisation will respect and ensure the privacy and confidentiality of all Customers and will not misuse nor disclose any personal or other information received or provided in the course of carrying out the Activities, except where such disclosure is required by law.
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GENERAL REQUIREMENTS FOR PARTICIPANTS IN THE LAND TRANSPORT SYSTEM

19. **Section 4 Land Transport Act:** The Organisation is a “Participant” in the land transport system and the Appointment is a “Land Transport Document” as those two terms are defined in the Land Transport Act 1998 (“the Act”)
20. **Compliance with section 4 of the Act:** The Organisation therefore is a person who must be aware of and comply with the “General requirements for participants in the land transport system” as specified in section 4 of the Act insofar as they apply to the Organisation and the Activities. A copy of this section is included at Appendix 1 of this Notice.

OTHER REQUIREMENTS AND CONDITIONS AS TO THE PERFORMANCE OF THE ACTIVITIES

21. Without limiting the preceding requirements and conditions, the Appointment is also subject to the following requirements and conditions as to the performance of the Activities and, where specified, includes the performance of Activities at an individual Site:
22. **Only Appointed Activities:** The Organisation may only carry out those Activities for which it has been appointed under this Notice as specified under the heading **Activities**, in the Certificate of Appointment, and in the Schedule (if any) relevant to those Activities.
23. **Employed Vehicle Inspectors:** Except where otherwise specified in writing by the Agency, the Activities may only be carried out by Vehicle Inspectors who are employees of the Organisation and who hold the appropriate appointments in respect of those Activities. Unless otherwise agreed in writing with the Agency, this includes assisting in the performance of those Activities.
24. **Inspecting a vehicle and associated documents:**

In carrying out the Activities the Organisation will ensure they are carried out in accordance with:

 - a. this Notice of Appointment
 - b. the Organisation’s Certificate of Appointment
 - c. any Guidelines issued by the Agency from time to time

- d. the Agency's Vehicle Inspection Requirements Manuals ("VIRM") and any amendments to those manuals made from time to time;
 - e. all legislative requirements and, in particular, the requirements of the Rule and the Act;
25. **Organisation Personnel - Awareness of Requirements:** The Organisation will ensure that all persons carrying out the Activities on behalf of the Organisation are aware of and comply with this Notice and have acknowledged in writing that they have read, accepted and will have regard to and abide by the requirements of the Agency's code of conduct that applies to Vehicle Inspectors(the Vehicle Inspector Code of Conduct)
26. **Compliance with Guidelines:** Notwithstanding any other provision in this Notice of Appointment the Organisation will comply, in such reasonable time as the Agency may require, in all respects with any Guidelines issued from time to time by the Agency, whether specifically to the Organisation, or to Inspecting Organisations and/or Vehicle Inspectors generally.
27. **Quality Management Systems:** The Organisation will ensure that it uses and maintains quality management systems, manuals and procedures ("Quality Management Systems") that comply with and are consistent with any requirements, specifications, instructions, documents or changes that may be issued from time to time by the Agency with regard to the Activities
28. **Performance Monitoring:** The Organisation must provide assurance to the Agency that it has the capability to carry out the Activities at a level that is of a consistently high quality and that provides a consistently high level of customer satisfaction. Therefore, in addition to any other monitoring or review that the Agency may carry out under the Rule or this Notice, the Agency will monitor and review the performance of the Organisation against the Organisation's general management practices and Quality Management Systems. Such monitoring and review will be to ensure that the Organisation is delivering, and will continue to deliver, consistent, high quality Inspection and Certification outcomes and customer experience. The Agency may require the Organisation, on the giving of reasonable notice, to provide such information as the Agency reasonably considers relevant in this regard. Where the Agency requires such information the Organisation shall provide the information required within an agreed timeframe.
29. **Inspection and Certification of Documents:** The Organisation will ensure that no vehicle is inspected or certified under the Rule unless all the required Land Transport Documents and all other documents relevant to the Activities have been fully and accurately
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completed in accordance with the relevant legislative requirements and with this Notice of Appointment.

- 30. Recording Information about the vehicle inspected:** The Organisation will:
- a. for the period specified by the Agency, keep all records and associated documents relating to the Activities;
 - b. advise the Agency as soon as practicable if there is a reason to believe that the inspection and/or certification of a vehicle by the Organisation has been carried out incorrectly;
 - c. advise the Agency as soon as practicable after it becomes aware of a defect in a manufacturer's production run or quality control process that may affect the safety performance of a vehicle that has been inspected and/or certified by the Organisation; and
 - d. ensure that any Vehicle Inspector employed or engaged by the Organisation to carry out the Activities complies with the requirements of this Notice and specifically with the VIRM and any Guidelines.
- 31. Resources used in carrying out inspection and certification Activities:** The Organisation will ensure that any facilities, equipment, technical information and Sites that are used in the Activities are at all times maintained to any standards required or specified by the Agency under this Notice of Appointment or as notified to the Organisation by the Agency from time to time.
- 32. Technical and Administrative competence of Vehicle Inspectors and other persons carrying out the Activities:** The Organisation will ensure that Vehicle Inspectors and any other persons who carry out, or assist in the performance of, the Activities have the required skills and are properly qualified, competent and experienced personnel.
- 33.** The Agency requires the Organisation to carry out the Activities on a regular basis as required by the Agency's Professional Practice requirements. In that way the Agency can have confidence that the skills and other required performance levels of the Organisation are satisfactory. Where the Organisation does not carry out the Activities for a period longer than 3 months the Agency will review the performance of the Organisation particularly with regard to their ability and competence to carry out the Activities.

34. **Authorised Persons:** Where an appointment, approval, authorisation or designation is needed to perform all or any part of the Activities, the Organisation will ensure that only persons who have the necessary appointment, approval, authorisation or designation (“Authorised Persons”) are permitted to perform those Activities. The Organisation will ensure that such Authorised Persons have been and continue to be suitably trained and skilled to meet the Agency’s Professional Practice Requirements, which may be specified by the Agency from time to time.
35. **Professional Standards:** The Organisation will have formal, written, professional standards that take into account and reflect the Agency’s Professional Practice Requirements, for all persons who carry out or assist in the performance of the Activities and will ensure that such persons undertake any learning or development necessary to maintain those standards. The Organisation will keep, and make available to the Agency on demand, records of such learning and development.
36. **Management of Unsatisfactory Personnel:** If the Agency is dissatisfied with the competence of any person carrying out, or assisting in, the Activities on behalf of the Organisation (in particular Vehicle Inspectors), the Organisation will work together with the Agency to resolve the matter. This does not in any way detract from the Agency’s ability to take any action under the Rule.
37. **Delegating Functions and Powers:**
- a. The Organisation may not delegate any function or power to carry out the Activities except under conditions specified by the Agency in writing. A delegation includes any assignment, subcontracting or transfer of such functions or powers and includes any change or rearrangement in the beneficial ownership of the Organisation which alters its effective control.
 - b. A delegation by the Organisation of any such function or power does not affect the responsibility of the Organisation for the actions of a person acting under that delegation.
 - c. The Organisation will ensure that no Vehicle Inspector or Authorised Person employed by it to carry out the Activities delegates (or purports to delegate) any function or power, of either the Inspector or the Organisation, except in accordance with any prior, written conditions specified by the Agency.
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OTHER MATTERS RELEVANT TO THE ACTIVITIES

38. **Legislation :** The Organisation will comply in all respects with the Land Transport Legislation, any other relevant legislation and with any applicable common law requirements which may affect the Activities; in particular ensuring that it has in place and maintains at all times effective methods for ensuring compliance with the Health and Safety in Employment Act 1992.
39. **Brand, Logo, Name:** The Organisation will not at any time use the Agency's brand, logo or name in connection with its business or the Activities except with the prior written consent of the Agency.
40. **Fitness and Propriety:** It is a condition of Appointment that the Organisation continues to be a fit and proper person in accordance with clause 2.6 of the Rule.
41. **Vehicle Inspectors - Fitness and Propriety:** The Organisation will ensure that any Vehicle Inspector employed by the Organisation to carry out the Activities is and continues to be, a fit and proper person in accordance with clause.2.6 of the Rule, the Agency's guidelines and the Vehicle Inspector Code of Conduct.
42. **Sites:** The Activities may only be carried out at those Sites specified in the appropriate Schedule of this Notice. Where the Organisation wishes to carry out the Activities at a site not specified in the Schedule it must first obtain written consent from the Agency. Where such consent is given, the Agency will add that new site as a Site in the relevant Schedule and will issue an amended Schedule to the Organisation without the need for any other formal amendment of this Notice.
43. **Sites Specifications and Alteration:** The Sites specified in the Notice of Appointment have been approved by the Agency as fulfilling the relevant specifications listed in the VIRM. This approval is given as at the Date of Appointment. The Sites must, at all times, continue to meet those VIRM specifications and may not be used for the Activities if they do not do so. Where the Sites are altered in any way they may not be used for the Activities without the prior written consent of the Agency.
44. **Repairs and Servicing:** Where the Organisation carries out the Activities in respect of any vehicle it may also carry out repairs and servicing in respect of that vehicle provided this is carried out in accordance with the appropriate Schedule to this Notice.

45. **Organisation to notify certain things:** The Organisation will immediately advise the Agency if the Organisation, as a result of an investigation into poor or incorrect performance of the Activities, ceases to employ or engage a Vehicle Inspector.
46. **Theft:** The Organisation will immediately inform the Agency of any theft of any Land Transport Documents supplied to the Organisation by the Agency or by any agent of the Agency and will also, either return to the Agency or destroy as required by the Agency, any surplus or obsolete Land Transport Documents.
47. **Court Proceedings:** The Organisation will immediately inform the Agency in writing if it, or any person employed or engaged by the Organisation in respect of the Activities is, or is likely to be, a party in proceedings before a court or tribunal or is the subject of a media enquiry, for poor or incorrect performance of the Activities, or for any matter that may affect their Fitness and Propriety.
48. **Confidentiality:** All matters concerning this Notice and all Confidential Information acquired received or disclosed between the Agency and the Organisation in respect of or under this Notice will be treated as confidential and will not be disclosed to any third party other than in fulfilment of either party's obligations under this Notice or as required by law.
49. **Notice of Cessation of Activities:** If the Organisation wishes to cease carrying out the Activities at any Site the Organisation must first give the Agency two months' notice in writing so that the Organisation and the Agency may enter into discussions as to how the Agency may best continue to provide the Activities within the region where the Site is located.

PERFORMANCE AND MONITORING – CLAUSE 3.1 OF THE RULE

50. The Agency will monitor and review the performance of the Organisation in accordance with clause 3.1 of the Rule and the Performance Monitoring and Review process. In particular, the Agency will have reference to the requirements and conditions specified in this Notice, the VIRM, and if required, the Quality Management Systems.
51. The Organisation must comply with a requirement from the Agency to undergo any monitoring or review and must provide to the Agency such information as the Agency considers relevant.
52. Where the Agency intends to monitor or review the performance of the Activities by the Organisation in complying with the requirements and conditions of its Appointment and/or of the Rule, the Organisation shall permit, and shall give all reasonable assistance to ensure

that there is provided to the Agency, and to any of its authorised representatives, reasonable and, (if required by the Agency), immediate access to enter the Site of the Organisation and/or any other place where the Activities may be, or are, being provided or carried out, whether by the Organisation or by any employee, organisation or contractor to or of the Organisation. Such access shall be provided whether or not the Agency has provided the Organisation with any prior notice of its intention and the Organisation will make all due efforts to facilitate access to any such Site or place and to any employee or other person carrying out, or assisting in, the Activities.

53. Notwithstanding the preceding clause, the Agency shall be entitled to conduct without notice, for the purpose of monitoring and reviewing the Organisation's performance and/or compliance with the Notice of Appointment and the Rule, the following:
- a. a re-inspection of any vehicle which has been inspected and/or certified by the Organisation, whether or not such re-inspection is carried out on the Organisation's Site; and/or
 - b. an application, to the Organisation for the Inspection and Certification of a vehicle, either where the Agency identifies itself as such and the purpose of the application, or as a "mystery shopper" whose identity and purpose is not disclosed to the Organisation.
54. Any review or monitoring under this Notice of Appointment or the Rule in no way restricts section 198 of the Act or any other powers of audit, inspection or monitoring conferred on the Agency by any legislation.
55. Where at any time during the term of this Appointment the Agency believes that the Organisation, or any Vehicle Inspector working for the Organisation, is not maintaining acceptable standards in respect of any of the Activities, the Agency may notify the Organisation of the deficiency and require the Organisation to rectify the deficiency within a reasonable time.

ACTION IN RESPECT OF FAILURE TO COMPLY - CLAUSE 3.2 OF THE RULE

56. If, in accordance with clause 3.2(1) of the Rule, the Agency is satisfied on reasonable grounds that the Organisation has failed to comply with any of the Conditions of this Appointment, or has failed to comply with the Rule, the Agency may require the

Organisation to undergo such an investigation and to provide such information as the Agency reasonably considers appropriate.

57. If, following an investigation under clause 3.2(1) of the Rule, the Agency is satisfied that the Organisation has failed to comply with any of its Conditions of Appointment, or failed to comply with the Rule, it may, in accordance with clause 3.2(2) of the Rule, require remedial action to be undertaken, and/or suspend or revoke the whole or any part of the Appointment. Remedial action may include but is not limited to training or re-training.

Before carrying out any suspension or revocation action the Agency must, in accordance with clause 3.2(3) of the Rule, notify the relevant persons and, otherwise, comply with the relevant requirements of clause 3.2 of the Rule. Section 106 of the Land Transport Act 1998 provides for an Organisation that has its Appointment suspended or revoked to appeal to a District Court.

SYSTEM REQUIREMENTS

58. **Access to the System:** The Agency will provide access to the Agency's System for use in undertaking the Activities.
59. **Sharing System information:** The Organisation will not use or share any information made available by the Agency's System for any purpose other than undertaking the Activities.
60. **Entry of Information:** The Organisation must ensure that all inspections, determinations and certifications and all matters that are required under the Rule to be recorded, are lawfully recorded and entered in the System before the relevant vehicle has left the Site where the Activities were carried out and in accordance with the Rule, this Notice, and with any Guidelines, with any other relevant document or procedures issued from time to time by the Agency and, specifically, in accordance with the VIRM.
61. **System Equipment:** The Organisation will ensure that all equipment that it uses to interact with the Agency's System (the Organisation's "System Equipment") is approved by the Agency. Where the Organisation wishes to add, delete or make changes to any of their System Equipment they will first obtain the written approval of the Agency. Any changes must (and must be designed to), effectively interact with the Agency's System so that the Activities may be lawfully carried out and lawfully and fully recorded in a secure manner. Where such additions, deletions or changes do not meet these requirements the Organisation may not implement them until they do, and will as soon as possible agree with the Agency a plan to ensure the requirements are, in fact, met.

62. **Use of System:** The Organisation will, so far as applicable, operate and use the System and its own System Equipment, in accordance with all relevant manufacturer's or licensor's instructions, specifications and operations manuals, and any reasonable instructions provided by the Agency from time to time.
63. **Notification in relation to System:** Where the Organisation becomes aware that any of the following may have occurred it will promptly inform the Agency of:
- a. any transaction, information, data or details collected or used by the Organisation in the course of carrying out the Activities or using the System which are or may be incorrect or incomplete; or
 - b. any unauthorised person accessing (including, where relevant, obtaining copies of) any component of the System Equipment, the System or any information, data or details collected or used by the Organisation in the course of carrying out the Activities or using the System or System Equipment (including through inadvertent disclosure to that unauthorised person).
64. **User ID:** The Organisation will ensure that only those persons who have been allocated a User Identity Code by the Agency enabling those persons to access the System, do in fact have access to the System and that only those who are properly authorised by either the Agency or the Organisation to do so, enter, remove, alter, or otherwise deal with information in the System.
65. **Confidential Information in relation to the System:** The Organisation will ensure that the security and confidentiality of the System is maintained. All information held on, or provided to the Organisation by, the System must be treated as Confidential Information and may only be used, or disclosed to any person (including employees, contractors or agents of the Organisation), where such use or disclosure is for the purpose of carrying out the Activities.
66. **Financial Interest:** The Organisation may not carry out the Activities where it, or any person involved in carrying out the Activities, has a Financial Interest in a vehicle subject to the Activities. If a Financial Interest does arise, the Organisation must immediately declare such Financial Interest to the Agency and cease carrying out the Activities in relation to the vehicle in which it has declared a Financial Interest.
67. **Conflicts of Interest:** The Organisation must do its best to avoid situations that may lead to a Conflict of Interest.
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- 68. Managing Conflicts of Interest:** The Organisation must, to the satisfaction of the Agency, specify in its Quality Management System how it will manage any Conflicts of Interest, whether avoidable or unavoidable.
- 69. Agency Amendments to Notice and other documents:** The Agency may from time to time amend this Notice and any other document that forms part of the requirements and conditions of this Notice. The Agency will, where practicable, consult with the Organisation where such amendments may be regarded as significant in respect of the Activities.

Definitions

The following definitions apply to this Notice.

The **“Act”** means the Land Transport Act 1998

“Activities” means those Activities specified in clause 2 of this Notice, and which are activities specified in clause 2.2(1) of the Rule;

The **“Agency”** means the New Zealand Transport Agency established under section 93 of the Land Transport Management Act 2003;

“Application for Appointment” means the application by the Organisation under clause.2.5(1) of the Rule to be appointed as an Inspecting Organisation;

“Appointment” means the Appointment by the Agency of the Organisation as an Inspecting Organisation pursuant to the Rule and in accordance with the requirements and conditions of this Notice;

“Authorised Persons” means those persons (as described at clause 34 of this Notice) who have the necessary authority to carry out the Activities on behalf of the Organisation;

“Certify” has the same meaning as in the Rule and **“Certified”** and **“Certification”** have a corresponding meaning;

“Certificate of Appointment” means a certificate issued from time to time by the Agency specifying the Date of Appointment, Date of Termination and/or Location;

“Class” in relation to vehicles, has the same meaning as in the Rule. Those Classes are specified in **“Part 2 - Table A: Vehicle classes”** of the Rule and the relevant parts of that Table A are reproduced at Appendix 3 of this Notice;

“Conditions of Appointment” means the requirements and conditions of this Notice and of the Land Transport Legislation;

“Confidential Information” means all information, know-how or material in any form relating to a party which becomes known to the other party as a result of the course of dealings between them including any non-public, commercially sensitive or secret information relating to the disclosing party's business, data, trade secrets, operations, customers, Organisations, planning, investigations, products, Activities, research and development and the contents of this Agreement. It does not include any information:

1. to the extent the recipient can show the relevant information:
 - a. is part of or legitimately enters the public domain (other than the Agency data which shall remain the confidential information of the Agency and must be treated as such by Organisation); or
 - b. is already in the unrestricted possession of the recipient prior to disclosure; or
 - c. has been independently developed by the recipient without reference or use of the confidential information of the other party (as evidenced by records in its possession).
2. which legally must be disclosed provided that prior to making the disclosure the recipient has given the owner notice of the request for disclosure and obtained a confidentiality order or similar protection limiting the persons to whom disclosure of the Confidential Information is made if the owner has no effective status to be heard on the matter;

“Conflict of Interest” means where there is, could be, or may be perceived to be, a conflict between the financial or professional interests or obligations of the Inspecting Organisation or Vehicle Inspector and their obligations under this Notice of Appointment or at law. It means that the impartiality, independence or objectivity of the Organisation and/or Inspector may be called into question. The conflict may be (a) actual: where the conflict currently exists; (b) potential: where the conflict is about to happen or could happen; (c) perceived: where other people may reasonably think a person is compromised.

“Customer” means any person for whom the Activities are carried out by or on behalf of the Organisation;

“Date of Appointment” is the date referred to in clause 3 of this Notice and as specified in the Certificate of Appointment;

“Financial Interest” in a vehicle means, but is not limited to operating a vehicle, or deriving a benefit or making an income, directly or indirectly, from the operation of that vehicle; but, does not include where such a vehicle is being used primarily for the purpose of delivering Inspection and Certification services;

“Fitness and Propriety” means fitness and propriety as determined in accordance with the fit and proper person criteria under clause 2.6 of the Rule;

“GST” means goods and Services tax payable under the Goods and Services Tax Act 1985;

“Guidelines” means any guidelines, instructions, interpretations, manuals or other information issued from time to time by the Agency insofar as they are relevant to the Activities;

“Inspection and Certification” has the same meaning as in the Rule;

“Inspecting Organisation” includes **“Organisation”** and has the same meaning as in the Rule;

“Land Transport Documents” has the same meaning as in the Act;

“Land Transport Legislation” means the Act, the Regulations, the Rule and all other enactments, regulations and rules that apply to or are relevant in respect of the Activities;

“Materials” means all forms necessary for the provision of the Activities that are supplied to the Organisation by the Agency;

“Notice” and **“Notice of Appointment”** mean this Notice of Appointment and any amendments made from time to time by the Agency;

“Organisation” means the Organisation appointed as an Inspecting Organisation under this Notice;

“Participant” has the same meaning as in the Act;

“Performance Monitoring and Review Process” means the process by which the Agency reviews the Activities of the Organisation against the Quality Management Systems;

“Professional Practice Requirements” means the Agency’s requirements in respect of development and practice that are relevant to the Activities, as issued or advised from time to time;

“Quality Management Systems” means those systems of the Organisation referred to under the heading **Quality Management Systems** as agreed to by the Agency;

“the Regulations” means the Land Transport (Certification and Other Fees) Regulations 1999;

“Rule” means Land Transport Rule: Vehicle Standards Compliance 2002;

“Schedule” means a schedule to this Notice;

“Site” means a Site approved by the Agency where the Organisation carries out the Activities. Any Site must be listed in the appropriate Schedule;

“System” means the overall technology system (which may be made up of a combination of systems) operated by or on behalf of the Agency for the Activities comprised of a combination

of equipment, software and Activities which provides the Organisation with the means, by access obtained through connection of the System Equipment, for supplying the Activities;

“System Equipment” means the Organisation’s technology system by which it gains access to the Agency’s System;

“User Identity Code” means an identity code issued by the Agency to a specific person and which authorises that person, and only that person, to access the System using that code;

“Vehicle Inspector” has the same meaning as in the Rule;

“Vehicle Inspector Code of Conduct” means the Agency’s code of conduct for Vehicle Inspectors and is attached as Appendix 2 of this Notice;

“VIRM” means the Vehicle Inspection Requirements Manual produced and provided by the Agency and any amendments to the same.

Construction

In this Notice unless the context otherwise requires:

1. a reference to an enactment, regulation or rule is a reference to the enactment, regulation or rule as amended, or to any enactment, regulation or rule that has been substituted for that enactment, regulation or rule;
2. the schedules form part of the requirements and conditions of this Notice;
3. the singular includes the plural and vice versa and words importing any gender include any other genders;
4. any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
5. where reference is made in this Notice to the Agency that reference shall include, where appropriate, any duly authorised representative of the Agency; and
6. any reference to this Notice, and to any documents issued by the Agency which are specified as part of the requirements or conditions of this Notice, shall include such documents as may be amended from time to time by the Agency.

Dated:

Signed for and on behalf of the New Zealand Transport Agency

Chris Taylor

Manager Service Supply Management

Schedule 1

WARRANT OF FITNESS INSPECTION AND CERTIFICATION

Determining whether or not a vehicle or a specific aspect of a vehicle complies with clauses 6.4(1), 6.5(5), 7.4(1) or 7.5(5) of the Rule for entry, re-entry or in-service operation;-

In determining whether or not a vehicle or a specific aspect of a vehicle complies with clauses 6.4(1), 6.5(5), 7.4(1) or 7.5(5) of the Rule the Organisation will ensure that any such determination is made in accordance with the Rule and with any requirements and conditions specified in this Notice of Appointment, including any specific Guidelines issued by the Agency from time to time.

1. **Insurance:** The Organisation shall obtain public liability and professional indemnity insurance in its name and shall at all times during the period of Appointment maintain and keep in full force such insurances. Such insurance policies must be sufficient having regard to the Activities the Organisation has been appointed to carry out.
2. **Repairs and Servicing:** Where the Organisation carries out the Activities associated with this Schedule 1 in respect of any vehicle, it may also carry out repairs and servicing in respect of that vehicle provided that where there is any Conflict of Interest it is satisfactorily managed in accordance with clause 68 of this Notice.
3. **Sites:** The Activities are authorised to be carried out at the Sites listed in Table 1 below subject to the exceptions noted, for specific sites.

Table 1

Town or Suburb	Street Address (including Company name)	WoF	Exceptions

Schedule 2

CERTIFICATE OF FITNESS AND CERTIFICATE OF LOADING INSPECTION AND CERTIFICATION

Determining whether or not a vehicle or a specific aspect of a vehicle complies with 6.4(1), 6.5(5), 7.4(1) or 7.5(5) for entry, re-entry or in-service operation: In determining whether or not a vehicle or a specific aspect of a vehicle complies with clause 6.4(1), 6.5(5), 7.4(1) or 7.5(5) of the Rule the Organisation will ensure that any such determination is made in accordance with the Rule and with any requirements and conditions specified in this Notice of Appointment, including any specific Guidelines issued by the Agency from time to time.

1. **Insurance:** The Organisation shall obtain public liability and professional indemnity insurance in its name and shall at all times during the period of Appointment maintain and keep in full force such insurances. A minimum level cover of \$1 million shall be required in respect of each insurance policy.
2. **Repairs and Servicing:** Where the Organisation carries out the Activities associated with this Schedule 2 in respect of any vehicle, it may also carry out repairs and servicing in respect of that vehicle provided that where there is any Conflict of Interest it is satisfactorily managed in accordance with clause 68 of this Notice.
3. **Sites:** The Activities are authorised to be carried out at the Sites listed in Table 2 below, subject to the exceptions noted, for specific sites.

Table 2

Town or Suburb	Street Address (including Company name)	CoL	CoF Light	CoF Heavy	Exceptions

Schedule 3

ALTERNATIVE FUEL SYSTEM IN-SERVICE INSPECTION AND CERTIFICATION

Determining whether or not a vehicle or a specific aspect of a vehicle complies with 6.4(1), 6.5(5), 7.4(1) or 7.5(5) for entry, re-entry or in-service operation: In determining whether or not a vehicle or a specific aspect of a vehicle complies with clauses 6.4(1), 6.5(5), 7.4(1) or 7.5(5) of the Rule the Organisation will ensure that any such determination is made in accordance with the Rule and with any requirements and conditions specified in this Notice of Appointment, including any specific Guidelines issued by the Agency from time to time.

1. **Insurance:** The Organisation shall obtain public liability and professional indemnity insurance in its name and shall at all times during the period of Appointment maintain and keep in full force such insurances. Such insurance policies must be sufficient having regard to the Activities the Organisation has been appointed to carry out.
2. **Repairs and Servicing:** Where the Organisation carries out the Activities associated with this Schedule 3 in respect of any vehicle, it may also carry out repairs and servicing in respect of that vehicle, provided that where there is any Conflict of Interest it is satisfactorily managed in accordance with clause 68 of this Notice.
3. **Sites:** The Activities are authorised to be carried out at the Sites listed in Table 3 below.

Table 3

Town or Suburb	Street Address (including Company name)	AFC

Appendix 1

SECTION 4 LAND TRANSPORT ACT 1998

Section 4 states

- 4 General requirements for participants in land transport system
 - (1) A participant in the land transport system must ensure that the appropriate land transport documents and all the necessary qualifications and other documents are held by the participant.
 - (2) A participant must comply with this Act, the relevant regulations and rules, and the conditions attached to the relevant land transport documents.
 - (3) A participant[, other than a rail participant,] must ensure that the activities or functions for which the land transport document has been granted are carried out by the participant, and by all persons for whom the participant is responsible, safely and in accordance with the relevant prescribed safety standards and practices.
 - (4) A person who applies for a land transport document that authorises the provision of a service within the land transport system must, if so required by the rules, satisfy the [Agency] that the person is a fit and proper person; and the [Agency] must determine whether a person is a fit and proper person for the purposes of this subsection in accordance with [subpart 2 of Part 4A], which applies with any necessary modifications.
 - (5) A participant who holds a land transport document that authorises the provision of a service within the land transport system –
 - (a) Must, if so required by the rules, establish and follow a safety management system that will ensure compliance with the relevant prescribed safety standards and the conditions attached to the document; and
 - (b) Must provide training and supervision to all employees of the participant who are engaged in doing anything to which the document relates, so as to maintain compliance with the relevant prescribed safety standards and the conditions attached to the document and to promote safety; and
 - (c) Must provide sufficient resources to ensure compliance with the relevant prescribed safety standards and the conditions attached to the document.

Appendix 2

NZ Transport Agency Vehicle Inspector Code of Conduct

For NZ Transport Agency-appointed vehicle inspectors

INTRODUCTION

The primary purpose of the NZ Transport Agency (the Transport Agency) is to create transport solutions for a thriving New Zealand.

Our role in improving New Zealand's land transport system extends from planning and funding activities, supporting public transport and building the networks that connect communities to ensuring that the people and vehicles that use our system are safe to do so.

The vehicle inspection and certification industry contributes to the successful achievement of our goals and purpose by ensuring that only vehicles that meet the published safety standards are certified for use on New Zealand roads.

SCOPE OF THE CODE OF CONDUCT

The Code of Conduct provides the minimum ethical and behavioural standards that are expected of all vehicle inspectors appointed by the Transport Agency to deliver vehicle inspection and certification services.

No code can address every situation you may encounter and therefore this is not a substitute for your responsibility to exercise, and accountability for exercising, good judgement. You are encouraged to seek additional guidance as necessary.

Failure to comply with the Code is, or may be, a breach of the requirements and conditions of appointment and can be investigated by the Transport Agency and ultimately result in a reprimand, warning or, in serious cases, suspension or revocation of appointment.

PRINCIPLES OF THE CODE OF CONDUCT

Delivery of services

I undertake to deliver vehicle inspection services objectively and consistently and to the standards specified in the Vehicle Inspection Requirements Manual (VIRM) and other instructions issued by the Transport Agency.

Treating customers with courtesy and respect

I will treat customers with courtesy and respect and operate in good faith at all times.

Privacy and confidentiality

I respect the privacy and confidentiality of our customers and will not misuse or disclose any personal information received in the course of providing inspection and certification services.

Honesty and integrity

I will act honestly and conscientiously and maintain high standards of integrity.

I will not promise, give or accept inducements or favours that are intended to, or may reasonably be construed as intending to, compromise the integrity of the inspection process and inspection outcomes.

Conflict of interest

I will avoid conflicts of interest and will not engage in behaviour that creates an actual conflict of interest or participate in unfair or illegal trade practices.

I recognise that a conflict of interest may arise when inspecting organisations or inspectors have relationships or interests that may make it difficult for them to perform their duties objectively and effectively.

Compliance with legislation, policies and procedures

I will fully comply with all laws – statutory, regulatory and judicial – that are relevant to the vehicle inspection industry in New Zealand.

I will comply with all relevant Transport Agency policies and procedures.

Providing a safe working environment

I recognise that workplace health and safety is everyone's responsibility and will work to reduce and mitigate health and safety risks in the workplace.

Business conduct

I will conduct our business and act in a manner that enhances the reputation of the industry in the community and with the public.

I will engage with other industry participants and the Transport Agency in a constructive and professional manner.

I will report to the Transport Agency, in good faith, possible violations of this Code and the Transport Agency's inspection requirements.

AGREEMENT

I have read and understood this Code of Conduct. I am committed to delivering services in accordance with the Code's requirements.

Name _____

Job Title _____

Organisation _____

VI authority number or ID
number (if applicable) _____

Signature _____ Date _____

Appendix 3

CLASSES OF VEHICLE (“PART 2 - TABLE A: VEHICLE CLASSES” OF THE RULE)

Table A — Vehicle classes

Class	Description
AA (Pedal cycle)	A vehicle designed to be propelled through a mechanism solely by human power.
AB (Power-assisted pedal cycle)	A pedal cycle to which is attached one or more auxiliary propulsion motors having a combined maximum power output not exceeding [300 watts].
LA (Moped with two wheels)	A motor vehicle (other than a power-assisted pedal cycle) that: <ul style="list-style-type: none"> (a) has two wheels; and (b) either: <ul style="list-style-type: none"> (i) has an engine cylinder capacity not exceeding 50 ml and a maximum speed not exceeding 50 km/h; or (ii) has a power source other than a piston engine and a maximum speed not exceeding 50 km/h.
LB (Moped with three wheels)	A motor vehicle (other than a power-assisted pedal cycle) that: <ul style="list-style-type: none"> (a) has three wheels; and (b) either: <ul style="list-style-type: none"> (i) has an engine cylinder capacity not exceeding 50 ml and a maximum speed not exceeding 50 km/h; or (ii) has a power source other than a piston engine and a maximum speed not exceeding 50 km/h.
LB 1	A Class LB motor vehicle that has one wheel at the front and two wheels at the rear.
LB 2	A Class LB motor vehicle that has two wheels at the front and one wheel at the rear.
LC (Motor cycle)	A motor vehicle that: <ul style="list-style-type: none"> (a) has two wheels; and (b) either: <ul style="list-style-type: none"> (i) has an engine cylinder capacity exceeding 50 ml; or

	(ii) has a maximum speed exceeding 50 km/h.
LD (Motor cycle and side-car)	A motor vehicle that: <ul style="list-style-type: none"> (a) has three wheels asymmetrically arranged in relation to the longitudinal median axis; and (b) either: <ul style="list-style-type: none"> (i) has an engine cylinder capacity exceeding 50 ml; or (ii) has a maximum speed exceeding 50 km/h.
Side-car	A car, box, or other receptacle attached to the side of a motor cycle and supported by a wheel.
LE (Motor tri-cycle)	A motor vehicle that: <ul style="list-style-type: none"> (a) has three wheels symmetrically arranged in relation to the longitudinal median axis; and (b) has a gross vehicle mass not exceeding one tonne; and (c) either: <ul style="list-style-type: none"> (i) has an engine cylinder capacity exceeding 50 ml; or (ii) has a maximum speed exceeding 50 km/h.
LE 1	A Class LE motor vehicle that has one wheel at the front and two wheels at the rear.
LE 2	A Class LE motor vehicle that has two wheels at the front and one wheel at the rear.
Passenger vehicle	A motor vehicle that: <ul style="list-style-type: none"> (a) is constructed primarily for the carriage of passengers; and (b) either: <ul style="list-style-type: none"> (i) has at least four wheels; or (ii) has three wheels and a gross vehicle mass exceeding one tonne.
MA (Passenger car)	A passenger vehicle (other than a Class MB or Class MC vehicle) that has not more than nine seating positions (including the driver's seating position).
MB (Forward control passenger vehicle)	A passenger vehicle (other than a Class MC vehicle): <ul style="list-style-type: none"> (a) that has not more than nine seating positions (including the driver's seating position); and (b) in which the centre of the steering wheel is in the forward quarter of the vehicle's total length.
MC (Off-road passenger)	A passenger vehicle, designed with special features for off-road operation, that has not more than nine seating positions (including the driver's

vehicle)	<p>seating position), and that:</p> <p>(a) has four-wheel drive; and</p> <p>(b) has at least four of the following characteristics when the vehicle is unladen on a level surface and the front wheels are parallel to the vehicle's longitudinal centre-line and the tyres are inflated to the vehicle manufacturer's recommended pressure:</p> <p>(i) an approach angle of not less than 28 degrees;</p> <p>(ii) a breakover angle of not less than 14 degrees;</p> <p>(iii) a departure angle of not less than 20 degrees;</p> <p>(iv) a running clearance of not less than 200 mm;</p> <p>(v) a front axle clearance, rear axle clearance, or suspension clearance of not less than 175 mm.</p>
Omnibus	A passenger vehicle that has more than nine seating positions (including the driver's seating position). An omnibus comprising two or more non-separable but articulated units shall be considered as a single vehicle.
MD (Light omnibus)	An omnibus that has a gross vehicle mass not exceeding 5 tonnes.
MD 1	An omnibus that has a gross vehicle mass not exceeding 3.5 tonnes and not more than 12 seats.
MD 2	An omnibus that has a gross vehicle mass not exceeding 3.5 tonnes and more than 12 seats.
MD 3	An omnibus that has a gross vehicle mass exceeding 3.5 tonnes but not exceeding 4.5 tonnes.
MD 4	An omnibus that has a gross vehicle mass exceeding 4.5 tonnes but not exceeding 5 tonnes.
ME (Heavy omnibus)	An omnibus that has a gross vehicle mass exceeding 5 tonnes.
Goods vehicle	<p>A motor vehicle that:</p> <p>(a) is constructed primarily for the carriage of goods; and</p> <p>(b) either:</p> <p>(i) has at least four wheels; or</p> <p>(ii) has three wheels and a gross vehicle mass exceeding one tonne.</p> <p>For the purpose of this description:</p> <p>(a) a vehicle that is constructed for both the carriage of goods and passengers shall be considered primarily for the carriage of goods if the number of seating positions multiplied by 68 kg is less than 50% of the difference between the gross vehicle mass and the unladen mass;</p> <p>(b) the equipment and installations carried on special purpose vehicles not designed for the carriage of passengers shall be considered to</p>

	<p>be goods;</p> <p>(c) a goods vehicle that has two or more non-separable but articulated units shall be considered to be a single vehicle.</p>
NA (Light goods vehicle)	A goods vehicle that has a gross vehicle mass not exceeding 3.5 tonnes.
NB (Medium goods vehicle)	A goods vehicle that has a gross vehicle mass exceeding 3.5 tonnes but not exceeding 12 tonnes.
NC (Heavy goods vehicle)	A goods vehicle that has a gross vehicle mass exceeding 12 tonnes.
Trailer	A vehicle without motive power that is constructed for the purpose of being drawn behind a motor vehicle.
TA (Very light trailer)	A single-axled trailer that has a gross vehicle mass not exceeding 0.75 tonnes.
TB (Light trailer)	A trailer (other than a Class TA trailer) that has a gross vehicle mass not exceeding 3.5 tonnes.
TC (Medium trailer)	A trailer that has a gross vehicle mass exceeding 3.5 tonnes but not exceeding 10 tonnes.
TD (Heavy trailer)	A trailer that has a gross vehicle mass exceeding 10 tonnes.