

Notice of Appointment

As a Heavy Vehicle Specialist Inspection and Certification Vehicle Inspector and Inspecting Organisation (known as HVSC Engineer)

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Notice of Appointment

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Notice of Appointment

AS A HEAVY VEHICLE SPECIALIST INSPECTION AND CERTIFICATION VEHICLE INSPECTOR AND INSPECTING ORGANISATION

Under clause 2.2(1)(i) of the Land Transport Rule: Vehicle Standards Compliance 2002

1. **Full Name** (the Certifier) is appointed by the Director of Land Transport (the Director), as an *inspecting organisation* and a *vehicle inspector* to carry out the heavy vehicle specialist inspection and certification activities specified in Schedule Two (the Activities).
2. The Certifier's appointment (the Appointment) starts on **[Start Date,]** and, unless the appointment is surrendered, suspended, revoked, or extended, ends on **[Start Date + 7 years]** (the Term). The Term may be extended in accordance with clause 1.5 of Schedule One up to a maximum of 10 years in total from the start date.
3. Any previous appointment or approval under section 2 of the Land Transport Rule: Vehicle Standards Compliance 2002, or any previous comparable legislation, in respect of the Activities specified in this Notice terminates and no longer has effect from the start date of this Notice. For the avoidance of doubt, where the Certifier 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.
4. If the Certifier wishes to continue to carry out the Activities after the expiry of the Term, the Certifier must apply for reappointment, including the payment of any prescribed fees, prior to the expiry of the Appointment. Unless and until a new Notice of Appointment is issued by the Director, the Certifier is not permitted to carry out any of the Activities after the Term.
5. The Appointment is subject to the requirements and conditions contained in the following schedules, which may be amended by the Director from time to time with reasonable notice.
 - (a) Schedule One: General requirements and conditions of appointment.
 - (b) Schedule Two: Specific requirements and conditions of appointment.
 - (c) Schedule Three: Specific requirements and conditions for insurance.
6. For the avoidance of doubt, the Director may from time to time impose further requirements and conditions as reasonably necessary and amend any of the terms of Appointment as reasonably necessary. The Director may consult appointees on significant amendments on a case-by-case basis. Should the Director determine to impose further or amended requirements and/or conditions the Certifier will be advised in writing with reasonable notice. Any failure to comply with such further or amended requirements and/or conditions from the date they take effect will be a failure to comply with the requirements and/or conditions of this Notice.

Dated: **[DATE OF APPOINTMENT]**

Signed for and on behalf of
The Director of Land Transport

Schedule One

GENERAL REQUIREMENTS AND CONDITIONS OF APPOINTMENT

Version: 1

Start date: [start date]

1 Regulatory appointment

- 1.1 The Certifier must carry out the Activities competently and diligently and in accordance with the following (as may be amended or replaced from time to time, including with reasonable notice during the Appointment):
- (a) Land Transport Act 1998 (the Act), particularly section 4;
 - (b) Land Transport Rule: Vehicle Standards Compliance 2002 (Compliance Rule);
 - (c) This Notice of Appointment (including schedules and amendments);
 - (d) All applicable current conditions, requirements, and guidelines issued by Waka Kotahi or the Director, including the applicable Vehicle Inspection Requirements Manual(s) (VIRM); and
 - (e) Any other applicable legislative requirements, including the Health and Safety at Work Act 2015 and the Privacy Act 2020.
- 1.2 If there is any discrepancy between the above documents, the Certifier must comply with legislative requirements first (including the Compliance Rule and other legislative instruments) and then the requirements of Waka Kotahi or the Director. Any discrepancy identified between legislative requirements and Waka Kotahi or Director requirements must be reported by the Certifier to Waka Kotahi as soon as possible.
- 1.3 The Director will monitor and review the performance and compliance of the Certifier and, if the Director is satisfied on reasonable grounds that the Certifier has failed to comply with any requirements and conditions of this Appointment, including statutory requirements, then the Director may require the Certifier to undergo an investigation and take compliance action (including requiring remedial action, and/or amending, suspending or revoking the Appointment).
- 1.4 The Director may amend, suspend, or revoke the Appointment or take such other remedial action as appropriate if satisfied on reasonable grounds that the Certifier has failed to comply with the Appointment or there has been a change of circumstances that would have materially affected the assessment by Waka Kotahi or the Director of the Certifier's application for appointment.
- 1.5 The Director may, at his or her discretion and in accordance with the Compliance Rule, extend the period of the Appointment up to a maximum of 3 years following the expiry of the initial term of appointment. Before granting any extension, the Director must consider the Certifier's performance under the Appointment and the suitability of granting an extension.
- 1.6 Nothing in this Notice of Appointment or the attached Schedules limits the powers of Waka Kotahi or the Director under any legislation, including the Compliance Rule.

1.7 Certifiers appointed for one or more of the categories specified below must complete and issue a minimum of 12 certifications per year in total unless the Director has agreed to an alternative requirement in writing. For this requirement a Statement of Design Compliance is equivalent to a certification.

(a) The specified categories are: Load Anchorages, Towing Connections, Chassis, Log Bolsters, and Brakes.

1.8 The reference date for calculating annual certifications is the start date of this Appointment.

1.9 Where the Certifier is appointed for more than one of the categories specified above, the Certifier must complete and issue a minimum of one certification for each category per year, and no fewer than 12 in total per year.

1.10 Any variations to the Certifier's appointment, including variations to conditions and requirements, apply only if the Director has provided or acknowledged them in writing.

2 General requirements for participants in the land transport system

2.1 The Certifier is a "Participant" in the land transport system and the Appointment is a "Land Transport Document" as those two terms are defined in the Act.

2.2 The Certifier 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 Certifier and the Activities.

3 Quality assurance and performance management systems

3.1 The Certifier must operate a quality assurance and performance management system that is approved by the Director.

3.2 For the avoidance of doubt, a Certifier may continue to use an existing quality assurance and performance management system previously approved by Waka Kotahi or the Director (for example, the Performance Review System) until further notice.

4 Reliance on the application for appointment and ongoing obligation to inform the Director

4.1 The Director has relied on the information provided in the Certifier's application for appointment and will continue to rely on that information.

4.2 The Certifier must advise the Director, on an ongoing basis as soon as is reasonably practicable, and in any case within 14 days of any changes, if:

(a) any of the circumstances or information contained in the Certifier's application for appointment change in any material respect;

(b) any of the Certifier's contact details change (including, but not limited to, business address, phone numbers, and email address);

(c) there is any change of circumstances that could affect the Director's assessment of the Certifier's:

(i) ability and competence to carry out inspection and certification activities;

(ii) arrangements for public liability insurance and professional indemnity insurance;

- (iii) degree of financial or professional interest in importing or selling vehicles or vehicle parts, or in modifying or repairing vehicles; or
 - (iv) quality assurance arrangements and performance management systems.
 - (d) there is any change of circumstances that could affect the Certifier's systems for recording and reporting data on the conduct of the Activities (including records of individual inspection or certification decisions), and particularly any concerns regarding the accuracy or integrity of these systems or their contents;
 - (e) the Certifier is charged with or convicted of a criminal offence or serious transport-related offence, or is subject to any serious complaint relating to the Activities;
 - (f) the Certifier is subject to any legal claim relating to the performance of the Activities;
 - (g) the Certifier starts or ceases in whole or in part to carry out the Activities;
 - (h) the Certifier has any reason to believe that an inspection and certification of a vehicle or vehicle component has been carried out incorrectly;
 - (i) the Certifier has any reason to believe that any person associated with the Certifier in relation to the Activities has compromised or has attempted to compromise the integrity of any inspection and certification decisions; or
 - (j) the Certifier has become aware of a defect that may affect the safety performance of a vehicle or component that has been inspected and certified.
- 4.3 The Certifier will immediately inform the Director of any theft or loss of any Land Transport Documents such as LT400 certificates.

5 Fitness and propriety, right to work in New Zealand, current driver licence

- 5.1 The Certifier must continue to be a fit and proper person.
- 5.2 The Certifier must ensure that any person who assists the Certifier to carry out the Activities, whether by delegation or otherwise, holds any necessary qualification and is a fit and proper person to carry out the role.
- 5.3 For the period of the Appointment, the Certifier must inform the Director of any matters which may affect the Certifier's fitness and propriety.
- 5.4 The Certifier must at all times when carrying out the Activities be lawfully entitled to work in New Zealand. For the avoidance of doubt, the entitlement to work must include entitlement to carry out the Activities.
- 5.5 The Certifier must not inspect a vehicle if:
- (a) the Certifier is required to drive it as part of the inspection process; and
 - (b) the Certifier does not hold a current and valid driver licence for that class of vehicle.

6 Making, maintaining, and providing records of the Activities

- 6.1 The Certifier must make and maintain records relating to the Activities conducted under this Appointment, including records of each inspection and/or certification decision (the Records). At the least, the Records must contain the minimum file content specified in the VIRM.

- 6.2 The Records may be kept in a physical or electronic format and the Certifier must have suitable back-up arrangements in place for electronic records. For the avoidance of doubt, this requirement does not limit any requirements imposed by the Director in relation to a records repository.
- 6.3 The Records must be kept:
- (a) for inspections and certifications related to components with no prescribed certification life, for a minimum period of 6 years from the date of issue of the certification; or
 - (b) for inspections and certifications related to components with a prescribed certification life, for the period prescribed for that certification life plus 1 year from the date of issue of the certification.
- 6.4 The Certifier must produce to the Director any of the Records made and held under this Appointment at any reasonable time within the appointment period(s).
- 6.5 At the end of the Appointment or any subsequent appointment (including if any appointment is ended by suspension, revocation, or surrender), and if the Certifier is not reappointed, the Certifier must:
- (a) keep the Records in his or her possession at that time for any remaining period of the periods specified in clause 6.3, and produce them to the Director at any reasonable time within those periods; or
 - (b) with prior written approval of the Director, deliver the Records to another Certifier and/or Inspecting Organisation. If the Director approves such delivery, the Certifier or Inspecting Organisation receiving the records must retain the Records for the remaining period of the periods specified in clause 6.3, and produce them to the Director at any reasonable time within those periods.
- 6.6 For the avoidance of doubt, the requirements in clause 6.5 to produce the Records continues to apply even if the Certifier is no longer appointed by the Director.
- 6.7 To the extent that the Certifier carries out his or her activities under this Appointment as an employee of one or more entities that is not an Inspecting Organisation currently appointed by the Director for the purposes of heavy vehicle specialist certification (the Entity), the Certifier must:
- (a) notify the Entity in writing that:
 - (i) the requirements and conditions of this Appointment include obligations to make and maintain the Records and provide them to the Director, including by uploading the Records to a records repository; and
 - (ii) the Records may contain information that is the tangible and/or intangible property of the Entity; and
 - (b) provide to the Director upon written request a copy of the written notification required by clause 6.7(a); and
 - (c) obtain from the Entity a deed which takes effect immediately upon the Certifier leaving the employ of the Entity for any reason. The deed must be solely for the benefit of the Director and contain the Entity's undertaking to provide to the Director upon written request any of the Records that the Certifier made and/or maintained under this Appointment during the term of that Certifier's employment with the Entity (the Deed); and
 - (d) provide to the Director upon written request a copy of the Deed.

- 6.8 If, at the time this Appointment commences, the Certifier is employed by an entity of the type described in clause 6.7, the requirements of clause 6.7(c) and (d) are met if the Certifier takes all practicable steps to obtain the Deed and provide it to the Director.
- 6.9 From the time that the Director establishes a records repository of any form during the Appointment, the Director will require the Certifier to upload the Records to that repository within a reasonable period as specified by the Director.

7 Monitoring, review, investigation and audit

- 7.1 The Director will monitor and review the performance of the Certifier and the Certifier's compliance with the requirements and conditions of the Appointment, including statutory requirements. The Director may require the Certifier to undergo investigations and provide information to the Director as the Director reasonably considers appropriate and relevant including, without limitation:
- (a) the Director may monitor and review the Certifier's activities on an announced or unannounced basis.
 - (b) the Director may re-inspect any vehicle inspected or certified by the Certifier.
 - (c) the Director may request that the Certifier inspect a vehicle through a "mystery shopper". This will involve an undisclosed (undercover) Waka Kotahi representative using the Certifier's inspection services to test the Certifier's performance.
- 7.2 If the Director is satisfied that the Certifier has failed to comply with any of the requirements and conditions of the Appointment, the Director may take any of the following actions in accordance with the Compliance Rule:
- (a) Require the Certifier to undergo an investigation; and/or
 - (b) Require that remedial action be undertaken by the Certifier; and/or
 - (c) Suspend the whole or any part of the Appointment for a specified period or until specific conditions are met; and/or
 - (d) Revoke the whole or any part of the Appointment; and/or
 - (e) With immediate effect suspend the whole or part of the Appointment, or impose any conditions on the Appointment.
- 7.3 The Certifier must facilitate and co-operate with the Director's monitoring and review activities, including by complying with any lawful request for information. If lawfully required for the purposes of monitoring, reviewing, or auditing, the Certifier must grant the Director immediate access to any inspection site under the Certifier's control, to any vehicle under the Certifier's control, and, as soon as is reasonably practicable, any relevant records under the Certifier's control, whether in physical or electronic form.
- 7.4 The Director may charge the Certifier for monitoring and review in accordance with the Compliance Rule and other relevant legislation.

8 Insurance

- 8.1 Throughout the Term, continuous public liability and professional indemnity insurance must be maintained:

- (a) in the Certifier's name (or their business or employer's name if the insurance provides at least the prescribed cover in relation to the Certifier's provision of the Activities under this Notice of Appointment);
 - (b) for liability that may arise in relation to the provision and performance of the Activities; and
 - (c) that meets the level of cover, and terms and conditions specified, in Schedule Three.
- 8.2 The terms and conditions in Schedule Three may be amended if requested by the Certifier only if the Director agrees and issues an amended Schedule Three to the Certifier.
- 8.3 The Certifier must provide the Director with evidence of the Certifier's insurance cover as at the commencement of the Appointment.
- 8.4 The Certifier must obtain an endorsed certificate annually, maintain a copy on file, and produce it to the Director upon request at any reasonable time. As a minimum, the certificate must contain information confirming that the policies held comply with clauses 6, 8, 9, 10, and 11 of Schedule Three.
- 8.5 Any application for re-appointment must include evidence of appropriate insurance cover throughout the Term.
- 8.6 The Certifier must notify the Director in writing if a policy held in accordance with the requirements in Schedule Three:
- (a) is cancelled; or
 - (b) has the level(s) of cover reduced below the level(s) specified in Schedule Three; or
 - (c) the level(s) of excess are increased above the level(s) specified in Schedule Three.

9 Management of conflicts of interest and other inappropriate influences

- 9.1 The Certifier must:
- (a) carry out the Activities honestly, conscientiously, and to the highest standards of integrity in the interests of land transport safety;
 - (b) ensure 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; and
 - (c) immediately notify the Director where the Certifier becomes aware of any possible violations of this clause of the Notice or the Compliance Rule.
- 9.2 The Certifier must not engage in any activities that may conflict with the Certifier's independence of judgement and integrity in relation to the services delivered.
- 9.3 The Certifier must maintain and operate, to a standard satisfactory to the Director, a robust system for identifying and managing risks to the integrity of inspections and certifications conducted by the Certifier, including real or perceived risks arising from corruption or conflicts of interest held by the Certifier and/or the Certifier's inspectors, including if the Certifier carries out any other inspection, maintenance, repair, or commercial activities involving vehicles.
- 9.4 All real or perceived conflicts of interest, including any which have been approved by the Director, must be recorded by the Certifier and be produced to the Director upon request at any reasonable time.

- 9.5 The Certifier must not inspect or certify any vehicle that the Certifier or a related entity has a financial or ownership interest in unless, with the approval of the Director, the Certifier has in place a transparent and robust system to manage any real or perceived conflict of interest and to ensure an accurate, independent, and professional inspection of the vehicle is undertaken.
- 9.6 Without limiting the general effect of clauses 9.1 to 9.5:
- (a) The Certifier may carry out the Activities in relation to a vehicle they have modified or repaired; and
 - (b) The Certifier must not certify a vehicle in which the Certifier or the Certifier's immediate family have a personal ownership interest in; and
 - (c) The Certifier must not certify an aspect of a vehicle for which the Certifier is not appointed.

10 Delegation

- 10.1 The Certifier must not delegate any of the Certifier's functions or duties under the Appointment (including any part of the Activities that involve independent judgement) to any person(s) other than by way of a delegation that is made:
- (a) in full compliance with any relevant conditions and requirements published in the VIRM for heavy vehicle specialist certification; or
 - (b) with the prior written consent of the Director.

11 Use of Waka Kotahi information and Land Transport Documents

- 11.1 The Certifier must not access, use, or share any information made available by the Waka Kotahi System for any purpose other than undertaking the Activities, unless Waka Kotahi has already made that information available to the public.
- 11.2 The Certifier must not use the Waka Kotahi brand, logo, or name in connection with the Certifier's business except with the prior written consent of Waka Kotahi. For the avoidance of doubt, a Certifier may use and issue branded documents which have been issued by Waka Kotahi or the Director for the purpose (such as pre-printed LT400 certificates).
- 11.3 The Certifier must return to the Director, or destroy as required by the Director, any Land Transport Documents, including any unused LT400 documents, in the possession of the Certifier when the Appointment ends for any reason, including if the Appointment is suspended or revoked.

12 Collection and payment of fees

- 12.1 The Certifier must collect and pay to Waka Kotahi in a timely manner:
- (a) any fees relating to the Activities required under the Land Transport (Certification and Other Fees) Regulations 2014 (or any amendment or replacement regulations); and
 - (b) any levy lawfully required by Waka Kotahi or the Director.

13 Engagement with Waka Kotahi

- 13.1 Although it is not an enforceable condition of the Appointment, Waka Kotahi and the Director expect the Certifier to contribute to any Director or Waka Kotahi led industry forums and

initiatives to address issues within the heavy vehicle specialist inspection and certification sector.

14 System requirements

- 14.1 Waka Kotahi will provide access to its System for use in undertaking the Activities.
- 14.2 The Certifier will not use or share any information made available by the System for any purpose other than undertaking the Activities.
- 14.3 If the Certifier uses the System, the Certifier must ensure that all matters that are required to be recorded by the Certifier are recorded and entered in the System in accordance with the Compliance Rule, this Notice, the VIRM, the LATIS manual, and any other relevant document or procedures issued from time to time by Waka Kotahi or the Director.
- 14.4 The Certifier will, so far as is applicable, operate and use the System and the Certifier's own System Equipment, in accordance with all relevant manufacturer's or licensor's instructions, specifications and operations manuals, and any reasonable instructions provided by Waka Kotahi or the Director from time to time.
- 14.5 Where the Certifier becomes aware that any of the following may have occurred the Certifier will promptly inform Waka Kotahi of:
 - (a) any transaction, information, data, or details collected or used by the Certifier 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 Certifier in the course of carrying out the Activities or using the System or System Equipment (including through inadvertent disclosure to that unauthorised person).
- 14.6 The Certifier will ensure that only those persons who have been allocated a User Identity Code by Waka Kotahi enabling those persons to access the System, do in fact have access to the System, and that only those with the appropriate delegation in writing from either Waka Kotahi, the Director, or the Certifier to do so, enter, remove, alter, or otherwise deal with information in the System.
- 14.7 The Certifier will ensure that the security and confidentiality of the System is maintained. All information held on, or provided to the Certifier 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 Certifier), where such use or disclosure is for the purpose of carrying out the Activities.

15 Continuing professional development

- 15.1 The Certifier must engage in continuing professional development (CPD) for his or herself and any staff who have an involvement in the Activities. This must include a minimum of 20 hours of CPD activities per year which conform with industry best practice for CPD and which are relevant to the competencies required to undertake the Activities.
- 15.2 Details of CPD must be recorded as a training record and be provided to the Director upon request.

16 Definitions

The following definitions apply to this Notice.

Description	Meaning
Conflict of interest	A conflict arises where the Certifier (including any employee or direct family member of the Certifier) has a financial or professional interest which has the potential to conflict with the performance of the Certifier's duties and responsibilities under this Notice
Director	The Director of Land Transport appointed under section 104A of the Land Transport Management Act 2003
Inspecting Organisation	A person or organisation appointed by Waka Kotahi or the Director under 2.2(1) of the Compliance Rule who is responsible for inspection and certification outcomes
Land Transport Document	Licences, permits, approvals, authorisations, exemptions, certificates, and similar documents issued under this Land Transport Act 1998 and any Land Transport Rules made under that Act
Compliance Rule	Land Transport Rule: Vehicle Standards Compliance 2002
VIRM	Vehicle Inspection Requirements Manual(s) appropriate to the appointments held by the Certifier as amended from time to time
System	The overall technology system (which may be made up of a combination of systems) operated by or on behalf of Waka Kotahi or the Director for the Activities, comprised of a combination of equipment, software, and activities which provides the Certifier with the means, by access obtained through connection of the System Equipment, for supplying the Activities
System Equipment	The Certifier's technology system by which the Certifier gains access to the Waka Kotahi System
Vehicle Inspector	An individual appointed by Waka Kotahi or the Director under 2.2(1) of the Compliance Rule to carry out inspection and certification activities in accordance with requirements and conditions imposed by Waka Kotahi or the Director
Waka Kotahi	New Zealand Transport Agency established by section 93 of the Land Transport Management Act 2003

Schedule Two

SPECIFIC REQUIREMENTS AND CONDITIONS OF APPOINTMENT

Version: 1

Effective date: [Effective Date]

Part A – Specific authorisation appointment

Authorisation description	Authorisation Code
XXXX	HVEK
XXXX	HVS1
XXXX	HVS2

Part B – Other Specific Conditions

To be completed on a case-by-case basis

Sample

Schedule Three (HVSC Engineer)

SPECIFIC REQUIREMENTS AND CONDITIONS FOR INSURANCE

1. Where this Notice of Appointment reappoints a Certifier who held a comparable appointment immediately before this Notice takes effect, if the requirements set out in this Schedule differ from the policies currently providing cover for the Certifier immediately before this Notice of Appointment takes effect, the Certifier may maintain the existing policies and conditions for a period of 12 months after the date this Notice takes effect.
2. The Certifier must obtain, and maintain for the full duration of the appointment and for a minimum period of six years from the cessation of the performance of the Activities for any reason, public liability and professional indemnity insurance in relation to the provision and performance of the Activities under this Notice of Appointment.
3. The specified levels of cover are the allowable minimum, and the levels of excess are the allowable maximum. Certifiers may obtain higher levels of cover and/or lower levels of excess appropriate to the level of risk incurred by the provision and performance of the Activities.
4. Where the Certifier's business risks change, the Certifier must assess the effect of such change and implement changes to insurance as necessary.
5. The Certifier must not act in a way knowingly to prejudice or void their public liability and/or professional indemnity insurance policies.
6. The insurance policies required under this Schedule may be held in the name of the Certifier or their business or employer, so long as the policies provide at least the specified cover in relation to the Certifier's provision of the Activities under this Notice of Appointment.
7. A certificate of insurance from the insurer or insurance broker detailing the types, policy periods, and liability limits of such insurance must be available for the Director's inspection at any reasonable time. As a minimum, the certificate must contain information confirming that the policies held comply with clauses 6, 8, 9, 10, and 11 of this Schedule.
8. Unless the insurer has a rating exemption from the Reserve Bank of New Zealand, the public liability and professional indemnity insurance must be provided by an insurer who has a minimum A- Insurer Financial Strength Rating by S&P Global Ratings (previously known as Standard & Poor's) or an equivalent rating from a credit rating agency.
9. The insurance policy in place for public liability insurance cover must not exclude cover in respect of Personal injury or Property damage as a result of a breach of professional services where:
 - a. The insured does not separately charge a fee for those services and/or;
 - b. In relation to the specified certification activities.
10. The insurance policy in place for professional indemnity insurance must specifically cover financial loss as a result of the certification activities but exclude bodily injury or property damage that is intended to be insured under the public liability insurance policy.
11. The level of cover for insurance must be:
 - a. For **public liability insurance**, a maximum excess of **\$12,000** and minimum cover of **\$1 million**.
 - b. For **professional indemnity insurance**, a maximum excess of **\$12,000** and minimum cover of **\$1 million**.