

# TERMS & CONDITIONS

## REQUIREMENTS FOR TRANSPORT OPERATORS CONDITIONS

### Log Books

The Land Transport NZ Work time and Logbooks Rule 2007 requires that:

1. **A person, who employs a person to drive a vehicle referred to in section 30 ZB of the rule, must keep :**
  - a. time records (logbook employer copy)
  - b. accommodation records and receipts for the driver that are relevant to the driver's transport service or transport service vehicle; and
  - c. fuel records and receipts for the relevant transport service vehicles.
2. **The person who keeps the records required under the above must:**
  - a. keep each record for 12 months from the date it is made; and
  - b. make all relevant time records, fuel records and receipts, accommodation records and receipts, wage records, and other related employment records in the possession or control of that person available for immediate inspection on demand at any reasonable time by an enforcement officer.

**Agoge Recruitment Onsite Drivers** | Drivers provided by Agoge Recruitment are provided under a "contract for services" relationship. This means that you as the transport service operator (TSO) are able to control the work that is done on a day to day basis by our onsite staff driver. This extends to include the collection and retention of all records referred to in the rule; except wage records, as those are created by Agoge.

**Our Responsibility** | We will maintain all Staff wage records for our Onsite Staff on assignment with your company. Should you request a copy of these to make available to an enforcement officer; we will provide them to you within 24 hours. We will also monitor timesheets submitted by you for any obvious breaches of work time rules. If there appears to be a breach we will investigate this with you, and record the result. In the event of significant or ongoing breaches of the work time rule, we will withdraw the onsite involved.

**Your Responsibility** | You will collect and retain all logbook employer copies, as well as all other records and receipts as required in section 1 above. Should a copy of these be requested by us to make available to an enforcement officer; you will provide them to us within 24 hours.

### Insurance & Liability

Our Staff are to be treated for insurance and risk purposes as if they are your Staff. You will ensure the Onsite Staff Member has been endorsed on your relevant insurance policy, and you will be responsible for all acts and omissions of any Onsite Staff Member while on a job, providing a service, or training whether willful or negligent. You shall indemnify us against any liability, loss, damages or expense arising out of any claim or complaint by the Onsite Staff Member relating to any service, job or training performed for you. You shall indemnify us against any liability arising out of any claim or complaint by the Onsite Staff Member relating to any service, job or training performed for you, which is a result of actions/inactions or statements by you or your Staff that may place us in a liable position (By way of example only and without limitation this may include claims under the Human Rights Act, or you terminating the employment of our Onsite Staff Member without our knowledge and instruction). The Onsite Staff Member shall not be required to use his/her own motor vehicle during a Job, and that you will be liable for all loss or damage if their motor vehicle is used.