



**inspect365**

Inspect. Report. Resolve.

## **Our Solution.**

Helping our customers improve safety  
and manage compliance of their fleets  
under the new HVNL CoR regulations

**sgfleet**



The changes to the Heavy Vehicle National Laws came into effect on 1 October 2018.

For the first time, the 'Chain of Responsibility' extends to vehicle standards and maintenance. Everyone in the supply chain who has control or influence over elements in the heavy vehicle road transport process will be held responsible for non-compliance.

The penalties for non-compliance are significant: entire fleets could be grounded, businesses fined up to \$3,000,000 and directors and senior executives could face fines of up to \$300,000 or up to 5 years' imprisonment (or both).

**sgfleet** has developed Inspect365 to help customers improve safety and manage their compliance responsibilities. Working closely with industry experts and leveraging our 30 years of industry-leading fleet management expertise, **sgfleet** has developed a system that not only allows customers to manage their safety inspections but, through integration with repairers, also permits the reporting of progress on identified action items and the reporting of completed repairs by the repairer. Inspect365's 'closed loop' system provides an objective record of actions taken, which is a critical part of demonstrating compliance.

### Inspect365 works in three ways:



#### Inspect

It allows for easy inspections of vehicles without the administrative burden of paper forms



#### Report

It allows for easy reporting of any issues found during inspection



#### Resolve

It allows for repairs to be signed off by the repairer, ensuring our customers have 'closed the loop' on any issues

### Benefits:

- Empowers your workers to be your eyes in the field
- Provides visibility and insights to help raise safety and quality standards
- Standardises inspections across your operations
- Visibility of each task and those assigned responsible throughout the chain
- Allows access to inspection results anywhere, anytime through Fleetintelligence
- Full repairer integration via Fleetintelligence\*
- Objective evidence of defect repair via Fleetintelligence
- 'Closed loop' defect resolution portal creates a record of actions taken to resolve identified issues

*\*Dependent on repairer having access to an internet-connected device to enable connectivity to Fleetintelligence.*

### For further information on Inspect365, please contact:

Your **sgfleet** Relationship Manager or

#### Roy Waghorn

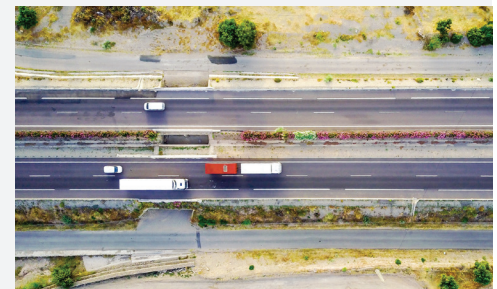
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**When did the changes to the Heavy Vehicle National Laws (HVNL) come into effect?**

The changes to the HVNL came into effect on 1 October 2018.

**What are the penalties for non-compliance with the new laws?**

Entire fleets could be grounded. Additionally, penalties could be as high as \$3m for a company and individuals could face fines of up to \$300,000 or up to 5 years' imprisonment (or both).

**What are the changes to HVNL?**

The laws were amended to align more closely with workplace health and safety provisions. The amendments ensure that every party in the heavy vehicle transport supply chain has a duty to eliminate or minimise any potential risk by doing all that is reasonably practicable to ensure safety. Importantly, for the first time, the 'supply chain' has now been extended to vehicle standards and maintenance.

**What does 'Chain of Responsibility' (CoR) mean?**

Drivers and operators have traditionally been the focus of road laws. However, breaches are often caused by the actions of others. Under 'Chain of Responsibility' (CoR), complying with transport law is now a shared responsibility and all parties in the road transport supply chain, including drivers, owners, consignors, consignees, operators and schedulers are responsible for preventing breaches. Therefore, anybody – not just the driver – who has control or influence over transport and logistics may be liable for breaches of the HVNL.

**How do I know if I am in the CoR?**

The Heavy Vehicle National Regulator (HVNR) has provided a CoR Gap Assessment Tool designed to help you determine whether or not you are within the chain. Please visit [www.nhvr.gov.au](http://www.nhvr.gov.au) for more information.

If in any doubt about your obligations, we suggest you seek independent legal advice.

**Are company executives within the CoR?**

Yes. Executive officers must apply all due diligence to ensure compliance. They must know what risk management processes and safety systems are in place and whether or not they are working.

**Does CoR apply to vehicle maintenance?**

Previously, CoR applied to mass, dimension, loading, speed and fatigue. The recent changes have extended the HVNL to vehicle standards and maintenance, making timely repairs critical.

**If I am in the CoR, what is the best way to ensure I have done all I can to comply?**

According to the NHVR, the best way to do this is to have safety management systems and controls in place, such as business practices, training, procedures and review processes that:

- identify, assess, evaluate, and control risk
- manage compliance of mass, dimension, loading, speed, fatigue and vehicle safety standards requirements through identified best practice
- involve regular reporting to supervisors, management and executive officers
- document and record actions taken to manage safety.

**Does there need to be an 'incident' in order for a CoR investigation to commence?**

No. The HVNR can audit any business at any time. They will then determine whether the system is compliant or not. If deemed non-compliant, penalties may apply.

**How can I ensure that vehicle maintenance complies with the new laws?**

Generally speaking, you should ensure your vehicles meet maintenance standards at all times by:

- Ensuring proper vehicle safety inspections are carried out before each journey
- Reporting any issue found during inspections
- Resolving any issues reported – meaning that repairs are signed off as being satisfactorily completed before the vehicle goes on the road again.

In addition to the above, you should also consider the specific circumstances of your business and determine what, if any, other measures (e.g. safety management systems) should be adopted.

**Am I responsible for supplier repairs on issues once the vehicle has been handed over to the repairer?**

Possibly. If you can't prove that you took all reasonable steps, or undertook everything that was reasonably practical to prevent a breach, you may be liable. What is reasonably practical in each case will depend on the circumstances. For example, having a system in place to ensure the repair was resolved satisfactorily by an appropriately qualified agent and that that resolution was recorded, might be considered 'reasonable steps' or 'reasonably practical' in most circumstances. This means that, depending on the circumstances, not having such a system could make you liable.

**I already have a maintenance and repair system in place. Isn't that good enough?**

It may very well be. However, it is your responsibility to ensure that your existing system remains compliant. Compliance may require adapting to changes in technology that raise the standard of what is reasonable. For example, if the rest of the industry is using a system that requires all repairs to be signed off by the repairer to ensure resolution, then not having that system in place could, at a later date, be deemed non-compliant.

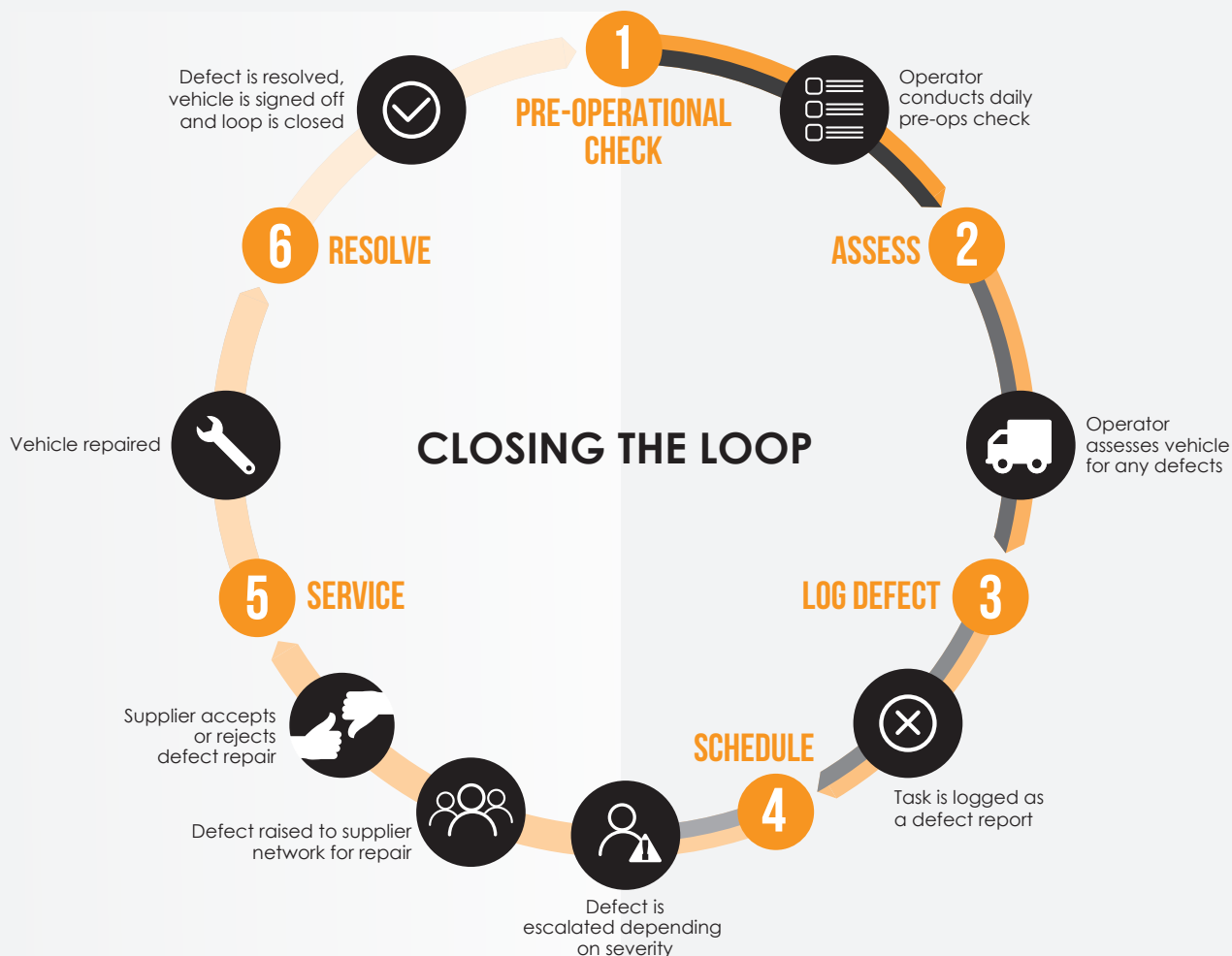
**How can *sgfleet's* Inspect365 help ensure my heavy vehicle maintenance is compliant?**

Inspect365 helps with safety management, and compliance with the NHVL, in three key ways:

- It allows for drivers or other designated personnel to conduct streamlined digital safety inspections of heavy vehicles.
- It allows for easy reporting of any issues detected during inspections. Importantly, Inspect365 has a large number of repairers within its system so that any issues can be directly booked in with the repairer.
- It allows for resolution of the issue. Inspect 365 permits suppliers carrying out repairs to sign them off on completion, thus 'closing the loop' and providing evidence of action taken to resolve the issue and details of the repairer.

sgfleet has developed a simple and effective solution to help customers improve safety and manage compliance of their fleets under the new HVNL CoR regulations.

Our Full Service Inspect365 Inspection Management Service not only allows customers to manage their safety inspections but, through integration with a supplier network, also permits the reporting of progress on identified action items and the reporting of completed repairs by the service provider.



Full Service <sup>†</sup>	Self Service <sup>†</sup>
<b>Inspect. Report. Resolve.</b>	<b>Inspect. Report.*</b>
<p><b>Inspect</b></p> <ul style="list-style-type: none"> <li>Operator conducts daily pre-operational check</li> <li>Operator also assesses vehicle for any defects during and after use</li> </ul>	<p><b>Inspect</b></p> <ul style="list-style-type: none"> <li>Operator conducts daily pre-operational check</li> <li>Operator also assesses vehicle for any defects during and after use</li> </ul>
<p><b>Report</b></p> <ul style="list-style-type: none"> <li>Task is logged as a defect report</li> <li>Defect escalated, reviewed, accepted or rejected depending on severity</li> </ul>	<p><b>Report</b></p> <ul style="list-style-type: none"> <li>Task is logged as a defect report</li> <li>Defect escalated, reviewed, accepted or rejected depending on severity</li> </ul>
<p><b>Resolve</b></p> <ul style="list-style-type: none"> <li>Defect is raised to supplier network for repair</li> <li>Supplier accepts or rejects the defect repair</li> <li>Vehicle is repaired</li> <li>Defect is resolved, vehicle is signed off and loop is closed</li> </ul>	<p><sup>†</sup> Fleet management agreement required. Terms and conditions apply.  <sup>*</sup> Please note that the Self Service option requires that customers manage their own defect resolution process.</p>

These terms and conditions will need to be included in any fleet management agreement in relation to the Inspect365 Inspection Management Service. They will need to be read in conjunction with and modified to suit the applicable fleet management agreement.

### Applicable pricing

Pricing dependant on level of service selected.

Minimum commitments apply.

### Terms and conditions

This will only apply if you have selected Inspect365 as a selected fleet management service in respect of a nominated vehicle.

Nominated vehicles include passenger, light commercial and heavy commercial vehicles managed by **sgfleet**. The service, terms and/or pricing may vary for plant and equipment or other assets not ordinarily managed by **sgfleet**, please refer to your relationship manager.

**sgfleet** will provide access to Inspect365, an integrated asset, inspection, reporting, resolution, safety and maintenance management system which is a management tool designed to assist you to manage your business responsibilities.

If you select the:

(a) Inspect365 Self-Service in respect of a nominated vehicle **sgfleet** will:

- (i) arrange the provision of one user licence per nominated vehicle to access the inspection application;
- (ii) convert your paper inspection forms to electronic inspection forms;
- (iii) provide access to inspection results through **sgfleet**'s online fleet reporting system, Fleetintelligence; and
- (iv) provide you with the ability to record the rectification of identified defects.

(b) Inspect365 Full Service in respect of a nominated vehicle, **sgfleet** will:

- (i) arrange the provision of one user licence per nominated vehicle to access the inspection application,
- (ii) convert your paper inspection forms to electronic inspection forms,
- (iii) provide access to inspection results through fleetintelligence;
- (iv) provide assistance in managing and recording repairs and resolution of issues; and
- (v) provide a record of defect and safety management steps undertaken.

*Please note that Inspect365 Full Service is only available in conjunction with a current **sgfleet** repairs and maintenance service agreement.*

In order to access Inspect365 you and your nominated users must agree to and comply with any applicable terms and conditions of licence and use upon accessing the inspection application. The licence in respect of the inspection application may be provided by a third party supplier.

You acknowledge and agree that:

- (a) Inspect365 is offered on an annual renewable basis commencing on the date on which the Inspect365 inspection management service commences in respect of a nominated vehicle.
- (b) Unless you have provided 30 days' notice in writing prior to the expiry of the active period that you want to terminate the Inspect365 in respect of a nominated vehicle, the licence for Inspect365 will automatically renew for successive annual periods. **sgfleet** will provide reporting through fleetintelligence specifying the current active

period and expiry date of Inspect365 for each nominated vehicle.

- (c) **sgfleet** may increase the Inspect365 fee at each renewal period by giving you at least two months' notice in writing prior to the end of the active period. You will be deemed to have accepted any new fee by your continued use of Inspect365.
- (d) **sgfleet** may be required to access and transfer data you provide and information about you or your nominated users between ourselves and our third party supplier in order to provide you with access and support to Inspect365.
- (e) **sgfleet** make no representation or warranty that Inspect365 or any part of it will meet your needs or that the operation of Inspect365 will be uninterrupted or error-free. You have satisfied yourself as to the suitability of Inspect365 and its fitness for purpose.
- (f) **sgfleet** is not liable for your inability to make or maintain a connection to the inspection application or for any loss, costs, penalties, expense or damages you incur in connection with our provision or your use of the Inspect365 Inspection Management Service.

Although fees are charged on a monthly basis they are determined on an annual in advance basis therefore termination of Inspect365 for any nominated vehicle will require payment of the balance of the 12 monthly fees specified (comprising the annual fee) unpaid at the date of termination for that nominated vehicle.

If requested by you, we can arrange for additional user licences to be provided, additional costs may apply.

The monthly fee will be included in your management fee for your regular invoice, the fees in regard to early termination of the Inspect365 or additional user licences will be included on your regular invoice as a recharge amount.

To the extent not already included in the fleet management agreement the following general terms need to be included:

- (a) An indemnity in favour of **sgfleet** for any action or claim brought against **sgfleet** by a third party in connection with Inspect365 that we provide in accordance with the agreement.
- (b) Acknowledgement that **sgfleet** may engage third party service providers to provide elements of Inspect365 to you. **sgfleet** and any third parties may receive commissions, volume discounts, fees or other benefits in connection with supplying Inspect365 to you.
- (c) Authority for **sgfleet** to give personal information to our third party service providers that provide services for the purposes of our business, on a confidential basis. These third party service providers may be located overseas or hold this information overseas (including in the United Kingdom and New Zealand and other countries specified in our Privacy Policy) and will manage this information in accordance with their own privacy policies.
- (d) In deciding to accept this service, you have not relied on our skill or judgment and you have satisfied yourself as to the suitability of Inspect365 and its fitness for your purposes and **sgfleet** has not made or given any representation, warranty, undertaking or promise with respect to Inspect365, other than as set out in this agreement.

