

Agreement for Commuter Use of Motor Vehicle

AGREEMENT FOR COMMUTER USE OF ORGANISATION MOTOR VEHICLE

Between

Eworks Employment Solutions Inc (Eworks)

and

(The Employee)

Signed: _____
Employee CEO on behalf of Eworks

Date:

This agreement sets out the conditions of commuter use of an Eworks motor vehicle. It is made between the employee and the CEO of Eworks as the agent of the Committee of Management.

The agreement period between the two parties is made for the period from _____ until such time as the employer or employee wishes this agreement to cease;

The vehicle should be considered as an asset of the organisation and therefore must be treated accordingly.

The CEO reserves the right to cancel the agreement if:

1. The employee ceases to work for Eworks or any of its entities.
2. The employee is no longer permanent.
3. The CEO believes the vehicle is not being properly maintained.
4. The system of allowing commuter use of vehicles to staff is creating financial or administrative hardship on Eworks
5. The running cost of the vehicle being used is too high, and/or exceeds by a large margin the average running cost of a vehicle (to drive to and from the employees workplace) from the organisation's fleet.
6. The employee becomes unlicensed.
7. The employee cannot be covered for comprehensive insurance.
8. The employee breaches this agreement for commuter use of a motor car.

Conditions of the contract:

In return for the organisation making a vehicle available for commuter use for the sole purpose of the vehicle being garaged at the employees home, due to no parking/garaging facilities available at the workplace the employee shall:

1. Acknowledge that the needs of Eworks would be paramount at all times and that the vehicle may be called in to service outside the employee's normal hours of work.
2. Make the vehicle available for pool use by Eworks staff at all times and in particular between the hours of 8:30 am and 5:00 pm Monday to Friday.
3. Maintain the vehicle in a clean condition both inside and out at all times including washing and vacuuming the vehicle on a fortnightly basis (using the offices petty cash).
4. Take responsibility for the log book of the vehicle and ensure that it has been filled in correctly when the car has been driven by someone other than the designated driver; this includes the other designated driver.
5. Agree not to use the vehicle for commercial purpose.
6. Agree to swap the vehicle with others in the fleet as requested by the CEO.
7. Agree to accept the vehicle designated for their use by Management. Management reserves the right to allocate vehicles to staff taking advantage of this arrangement as it sees fit.
8. Agree that Eworks has the right to claim against the employee amounts for excessive use identified at mandatory periodic reviews (quarterly).
9. Pay all owners onus penalties including tollway breaches, which are incurred by the vehicle unless the log book indicates they were not the driver at the relevant time.
10. Agree that the provisions of Eworks' Motor vehicle policy shall apply except where it is in conflict with this agreement.

In return Eworks shall:

1. Allow commuter use of the vehicle.
2. Ensure that other staff members treat the vehicle properly.
3. Ensure that vehicles are repaired if accident damaged or un-roadworthy for any reason.

Related Documents

Motor Vehicle Policy

Motor Vehicle Safety Inspection Form

Vehicle Log Form