



Factors supporting this decision were that Mr Leota was:

- assigned a run by the Company; the boundaries of which were set by the Company. Mr Leota had no say in this and it could be changed at will by the Company;
- required to work where and when directed by the Company. He worked full time Monday to Friday and had no ability to change this. Mr Leota was required to present to the depot at three specified times during each day;
- required to work in the company's best interests at all times;
- obliged to wear the Company's uniform;
- obliged to comply with any directions or requests of the CEO or any other manager or officer of the Company;
- prohibited from drinking alcohol during his working hours;
- required to attend and participate in in-house briefings;
- hold insurance with a Company-approved insurer, the level of cover and the type of risks covered were decided by the Company;
- required to have a telephone link to his home;
- required to obtain a van meeting specifications outlined by the Company, and provide another vehicle if the Company determined his vehicle to not be satisfactory;
- required to perform duties in accordance with manuals or instructions issued by the Company;
- restricted to taking a maximum of 20 days holiday in any 12 months, and required to organise a relief driver approved by the Company for any time away from work;
- subject to a restraint of trade with a duration of six months and with a geographic scope of 100kms of Auckland Central;
- required to appoint the Company as his agent to prepare his tax invoices;
- able to use the Company's facilities at the depot at will; and
- required to display signwriting with the Company's name on his van, but was prohibited from displaying any other signage including his own name.