

Terms & Conditions of Trade

These Terms & Conditions apply to all quotations, bookings, and Services provided by Aspiring Traffic Limited unless otherwise agreed in writing.

1. Definitions

“Aspiring Traffic”, “we”, “us”, “our” means Aspiring Traffic Limited.

“Client”, “you”, “your” means the person or entity requesting Services.

“Services” means traffic management services, labour, equipment hire, TMP design, and related works.

“Site” means the location where Services are provided.

“RCA” means Road Controlling Authority.

2. Contract Formation & Acceptance

- 2.1 These Terms & Conditions apply to all Services supplied by Aspiring Traffic.
- 2.2 A binding contract is formed when you accept a quote, make a booking (verbal, written, or electronic),
- 2.3 or submit a request or booking through any online form, electronic system, or internal application.
- 2.4 By proceeding, you confirm you have read and agree to be bound by these Terms & Conditions.
- 2.5 These Terms prevail over any client terms unless expressly agreed in writing by Aspiring Traffic.

3. Pricing & GST

- 3.1 All rates are exclusive of GST unless stated otherwise.
- 3.2 Pricing is based on the information, scope, program, and site conditions provided by the Client at the time of quoting. Any changes to those matters may result in a variation
- 3.3 Unless otherwise stated, quotations are valid for thirty (30) days.
- 3.4 Rates are subject to change with reasonable notice and apply prospectively only.
- 3.5 We reserve the right to adjust pricing where there are material increases in labour costs, fuel, compliance requirements, or other input costs beyond our reasonable control.

4. Payment Terms

- 4.1 Payment is due on the 20th of the month following the invoice date, unless otherwise agreed.
- 4.2 Credit terms are granted at the discretion of Aspiring Traffic.
- 4.3 Overdue amounts may incur interest calculated daily at a reasonable commercial rate, together with all costs of recovery, including debt collection and legal fees.
- 4.4 Where the Construction Contracts Act 2002 applies, invoices issued by us may constitute Payment Claims under that Act. The Client must provide any Payment Schedule within the timeframes required by the Act. Failure to do so may result in the claimed amount becoming payable in full.
- 4.5 We may require a deposit or advance payment prior to mobilization where credit approval has not been granted or where works involve significant plant or labour allocation.

5. Variations & Additional Services

- 5.1 Any Services outside the agreed scope constitute a variation and will be charged at the standard rate.
- 5.2 Variations required due to safety, legal compliance, emergency response, or RCA instruction are deemed immediately approved and do not require prior client approval.
- 5.3 Other variations (including changes to scope, duration, or resources) will be notified where practicable.
- 5.3 If the Client does not object within 24 hours of notification, the variation is deemed accepted.
- 5.4 Verbal or on-site instructions are deemed approved variations.
- 5.5 Continued work constitutes acceptance of variation charges.

6. Minimum Charges

- 6.1 A minimum eight (8) hour charge per person applies per booking unless otherwise agreed in writing.
- 6.2 Where works are completed in less than eight (8) hours for any reason not caused by Aspiring Traffic, the minimum charge still applies.
- 6.3 Where works extend beyond the originally booked duration due to Client instruction, site conditions, program delays, or third-party contractors, additional time will be charged at applicable hourly rates.
- 6.4 Where Services are required to be demobilised and remobilised due to Client instruction, access restrictions, program changes, or site delays, additional mobilisation charges may apply.
- 6.5 Maximum work hours (up to 14 hours) include travel and must comply with legislation.

7. Cancellations & Delays

- 7.1 Cancellations not notified by 2:00pm on the business day prior will incur an eight (8) hour labour charge per person.
- 7.2 Cancellations after site establishment will incur a minimum eight (8) hour charge per person and applicable plant.

- 7.3 Weather events, RCA decisions, access issues, or client-caused delays do not automatically void charges. Standby or abortive costs remain chargeable where incurred.
- 7.4 Where labour, plant, or equipment are mobilized, and works are delayed, suspended, or interrupted due to Client instruction, third-party contractors, site conditions, program changes, weather, or RCA decisions, time on site will be charged as standby at standard rates.

8. Nightshift, Public Holidays & Emergency Call-Outs

- 8.1 Nightshift includes evening to early morning hours.
- 8.2 Works less than five consecutive nights incur stand-down charges.
- 8.3 Public Holiday work incurs additional charges.
- 8.4 Emergency call-outs incur call-out fees.

9. Client Obligations

- 9.1 The Client must provide accurate information, ensure safe access, coordinate subcontractors, and comply with laws and approvals.

10. Traffic Management Plans (TMPs)

TMP approval timeframes vary.

- 10.1 Standard TMPs allow a minimum of 10 working days.
- 10.2 Project TMPs may require up to 15 working days.
- 10.3 TMP costs exclude council or RCA processing fees.
- 10.4 Costs associated with TMP amendments are payable regardless of project delay or cancellation.

11. TMP Rework & Amendments

Any additional work, resources, time, or costs incurred as a result of amending, revising, resubmitting, or operationally implementing a Traffic Management Plan due to:

- 11.1 inaccurate, incomplete, or changed information provided by the Client;
- 11.2 changes to the Client's methodology, sequencing, program, scope of works, plant, subcontractors, or access arrangements; or
- 11.3 additional or revised requirements imposed by a Road Controlling Authority or other approving body after submission,

will constitute a variation and be charged to the Client at standard rates, including any associated labour, plant, equipment, standby time, compliance costs, delay costs, or additional site attendance.

12. Equipment & Fencing

- 12.1 All traffic management equipment, plant, signage, fencing, and materials supplied to the site remain the property of Aspiring Traffic at all times.
- 12.2 The Client must ensure that no equipment is moved, adjusted, covered, removed, or interfered with by the Client, its employees, subcontractors, or any third party under its control without prior approval from Aspiring Traffic.
- 12.3 Any unauthorized interference with equipment is at your risk. You are liable for all resulting costs, including reinstatement, call-out, labour, plant, compliance rectification, and associated delays.
- 12.4 Lost, stolen, damaged, destroyed, or missing equipment will be charged at full replacement or repair cost, together with any associated labour, plant, traffic management reinstatement, or call-out charges.
- 12.5 Where traffic management remains in place outside active working hours, the Client acknowledges that unattended sites may require scheduled or unscheduled inspections to meet compliance obligations. Such attendance is chargeable where applicable.
- 12.6 Aspiring Traffic is not responsible for damage to traffic management equipment caused by motorists, pedestrians, or other third parties. Where equipment is damaged, destroyed, or removed due to site exposure or risks inherent to the Client's works, replacement or repair costs will be charged to the Client unless recoverable from a third party.
- 12.7 All equipment and goods supplied remain our property until payment is received in full. The Client grants Aspiring Traffic a security interest in such goods under the Personal Property Securities Act 1999 and agrees to do all things necessary to enable registration of that interest where required.
- 12.8 In the event of default, we may enter any site or premises where goods are located to recover our property, without liability for trespass or damage.

13. Force Majeure

Aspiring Traffic is not liable for delays or failure to perform Services caused by events beyond our reasonable control, including but not limited to:

- 13.1 adverse weather conditions
- 13.2 Accidents or emergencies
- 13.3 industrial action
- 13.4 instructions or requirements imposed by a Road Controlling Authority or other regulatory body

- 13.5 Any costs incurred up to the time of delay, suspension, or cancellation, including labour, plant, equipment, standby, or compliance costs, remain payable by the Client.

14. Suspension, Removal & Termination

- 14.1 Services may be suspended for non-payment or breach.
- 14.2 Equipment may be removed where payment or safety obligations are not met.
- 14.3 We are not responsible for the consequences of lawful suspension or removal.
- 14.4 Future bookings may be refused for unpaid accounts.
- 14.5 Suspension does not relieve the Client of payment obligations for Services performed or costs incurred up to the date of suspension.

15. Liability & Indemnity

- 15.1 To the maximum extent permitted by law, our total liability arising from the Services is limited to the total amount invoiced for the specific Services giving rise to the claim.
- 15.2 We are not liable for any indirect, consequential, or economic loss, including loss of profit, loss of contract, delay damages, liquidated damages, or business interruption.
- 15.3 You indemnify us for claims arising from client instructions, site conditions, third-party actions, or inaccurate information.
- 15.4 Any claim relating to Services must be notified in writing within seven (7) days of becoming aware of the event giving rise to the claim, and in any event, no later than twelve (12) months after completion of the Services.

16. Warranties

- 16.1 Services will be performed professionally and to industry standards.
- 16.2 Services will be delivered in accordance with the New Zealand Guide to Temporary Traffic Management (NZGTTM), the Health and Safety at Work Act 2015, applicable Land Transport Rules, and any relevant Road Controlling Authority (RCA) requirements.
- 16.3 We retain full discretion to determine and implement any traffic management measures necessary to meet legal, safety, and compliance obligations. Where additional controls, resources, or equipment are required to maintain compliance, such costs constitute a chargeable variation.

17. Privacy

- 17.1 Personal information is collected and used in accordance with our Privacy Policy.

18. Governing Law

- 18.1 These Terms are governed by the laws of New Zealand.
- 18.2 Nothing in this clause limits any rights either party may have under the Construction Contracts Act 2002.
- 18.3 The parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- 18.4 Parties agree to attempt negotiation and mediation before court proceedings.
- 18.5 The existence of a dispute does not entitle the Client to withhold payment of any undisputed portion of an invoice.

19. General

- 19.1 If any provision is unenforceable, the remainder remains valid.
- 19.2 The version of Terms in force at the time of booking applies.
- 19.3 Failure or delay by us in enforcing any provision of these Terms does not constitute a waiver of that provision or any other rights.
- 19.4 These Terms, together with any accepted quotation, constitute the entire agreement between the parties and supersede all prior discussions, representations, or understandings, whether oral or written.
- 19.5 The Client may not assign or transfer its rights or obligations under these Terms without prior written consent from Aspiring Traffic.

20. Non-Solicitation & Circumvention

The Client must not, without our prior written consent, directly or indirectly:

- 20.1 solicit, engage, or employ any of our employees, contractors, or subcontractors who have provided Services within the previous twelve (12) months; or
- 20.2 use or reproduce any Traffic Management Plans, methodologies, or documentation prepared by us for the purpose of engaging another traffic management provider or avoiding payment for Services.

Where this clause is breached, we may recover any resulting loss, including recruitment, administrative, and commercial losses.