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Policy & Process for the Provision of Traffic Escort Services

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Amendments

Revision Number	Revision Date	Description of Key Changes	Section
1	31/03/2023	Review and reformat of original version (D17#472303)	All
2	20/02/2024	Amend agreement period minimum for a Standby Traffic Escort Services Agreement from 12 months to 6 months	cl.2.4
3	13/06/2024	Added client evidence and 4 business days under cl.2.3, amended 72 hours to 14 days under s.4, added 14 day amendment period under s.5, clarified amending load details under cl.5.9, deleted subclause 5.9(d) relating to additional route and bridge assessments.	s.2, 4, & 5
4	18/06/2024	Clarified requirement for evidence from the Client's customer.	cl. 2.3 & 5.9

1 PURPOSE

This document outlines the policy and process for entering into an agreement for the provision of traffic escort services and the payment of associated fees.

2 SERVICE AGREEMENTS

- 2.1 Upon request, Main Roads may enter into an Agreement with a Client for the provision of Traffic Escort Services pursuant to Section 18B of the *Main Roads Act 1930*.
- 2.2 When requesting a traffic escort, the Client must first ensure that they have signed and returned a completed *Traffic Escort Services Head Agreement* to Main Roads. The Agreement will establish an ongoing contract between the Client and Main Roads for the provision of traffic escort services.
- 2.3 Main Roads will provide the services subject to:
- a) the Client paying the fee for the services to Main Roads in accordance with this policy; and
 - b) The Client providing evidence that they have been engaged to transport the load requiring Traffic Escort Services in the form of a letter or email from the Client's customer, including the following information:
 - i. Name of Client's customer, including contact person and contact number;
 - ii. Name of transport operator engaged by the customer;
 - iii. Equipment to be transported;
 - iv. Date(s) required;
 - v. Start and end location; and
 - c) Main Roads granting the necessary Permit at least 4 business days prior to the time the services are to be provided; and
 - d) Main Roads being able to schedule the services for the dates requested.
- 2.4 Alternatively, where one or more Traffic Escort Wardens are required by the Client for a period of 6 months or more, Main Roads may enter into a *Standby Traffic Escort Services Agreement*, which will require the Client to pay all relevant fees for the agreed period upon signing the agreement.

3 TRAFFIC ESCORT FEE

- 3.1 The fees will be calculated by Main Roads in accordance with the Traffic Escort Services Funding Model (TESFM), which will ensure full cost recovery of the service provision.
- 3.2 The TESFM will be reviewed annually.
- 3.3 The TESFM will take into account the following costs:
- a) Traffic Escort Wardens (TEWs), including vehicles and equipment;

- b) The Senior Traffic Escort Wardens (STEWs);
 - c) The Heavy Vehicle Services Coordinator;
 - d) Traffic Escort Services Schedulers;
 - e) 20% of the Manager Heavy Vehicle Road Network Access;
 - f) 40% of the Heavy Vehicle Permits Manager;
 - g) 50% of the Fleet Coordinator;
 - h) A Finance Officer.
- 3.4 A fee shall be established for a full day rate, except for a short move (≤ 4 hours) within the Perth Metropolitan Area.
- 3.5 A full day rate shall apply to any service provided at night, including in the Perth Metropolitan Area.
- 3.6 The fee shall be calculated from commencement of the TEW's prestart checks to the nominated journey end location.
- 3.7 The fees shall be published on the Main Roads website.

4 CANCELLATIONS TO SCHEDULED SERVICES

- 4.1 Main Roads may cancel a scheduled service at any time by notifying the Client.
- 4.2 Where Main Roads has cancelled a scheduled service, Main Roads will:
- a) Refund the fee paid; and
 - b) Work with the Client to reschedule the services.
- 4.3 All requests from the Client to cancel the traffic escort booking must be submitted to Main Roads by completing the "Traffic Escort Booking – Cancellation or Amendment" form.
- 4.4 If the Client cancels the services for any reason within 14 days of the time the services are to be provided, then Main Roads will retain the full fee paid by the Client, unless another movement can be allocated to the TEW for the same period.
- 4.5 If the Client cancels the services for any reason within 1 month and prior to 14 days of the time the services are to be provided, then Main Roads will charge a cancellation fee.
- 4.6 The cancellation fee shall be published on the Main Roads website.

5 AMENDMENTS TO SCHEDULED SERVICES

- 5.1 All requests to amend the traffic escort booking must be submitted by the Client to Main Roads by completing the "Traffic Escort Booking – Cancellation or Amendment" form.
- 5.2 Main Roads is not obligated to accept an amendment, however, will endeavour to process any requested amendment, provided the amendment request is submitted at least 14 days prior to the time the services are to be provided.

- 5.3 An amendment request submitted within 14 days of the time the services are to be provided will be treated as a cancellation in accordance with section 4, except where the amendment is minor in nature, i.e., it is an amendment that is not subject to an amendment fee.
- 5.4 The Client will incur additional costs if the amendment requires additional days of services.
- 5.5 Where the amendment request is submitted at least 14 days prior to the time the services are to be provided, Main Roads will refund the Client for any days that are no longer required as a result of the amendment.
- 5.6 Traffic Escort Services provides a service that is intended to be fully funded by the transport industry. The amendment fee should be applied appropriately to ensure the costs associated with processing amendments are recovered.
- 5.7 The amendment fee is applied to deter operators from making "phantom" bookings and then amending the date, load and/or route to accommodate future moves that have not been secured by the transport operator.
- 5.8 The amendment fee is only applied if the amendment is requested within one (1) month of the date the services are to be provided.
- 5.9 The amendment fee will be applied in the following instances:
- a) The date of the move has been amended and evidence is provided by the Client's customer supporting the date change.
 - b) The route has been amended, with a different start or end location, unless there is evidence provided by the Client's customer confirming the same load was required to be collected from or delivered to a different location.
 - c) The load details are amended to a different load and the mass and/or dimensions are greater than the original load.
 - d) One or more amendments have already been made to the booking.
- 5.10 Amendment fees will not be applied in the following instances:
- a) The amendment is made more than one (1) month out from the date the services are to be provided.
 - b) The route has been amended due to an incident, such as an accident, road works, flooding or fire.
 - c) The commencement time is being amended, however the day the services are scheduled for remains the same.
 - d) The route has been amended, however the start and end location are the same and no additional assessments are required.
- 5.11 The amendment fee(s) will be invoiced to the Client post move. The Client shall pay Main Roads within 30 days of a written invoice being sent by Main Roads.

6 PAYMENTS

- 6.1 Main Roads will only accept payment from the Client via one of the following methods:
- a) Electronic Funds Transfer (EFT); or
 - b) Credit card payment; or
 - c) MOVES online payment.
- 6.2 Payment via EFT is not available if the application is received by Main Roads less than 72 hours before the requested departure time.
- 6.3 If the booking is made more than 1 month prior to the services being provided, the Client can pay the fee at the time of application or elect to pay the fee 1 month before the services are provided.
- 6.4 If the booking is made within 1 month of the services being provided, the Client must pay the fee at the time of application.
- 6.5 A tax invoice will be issued to all Clients after payment has been received.
- 6.6 If the Client does not pay the fee within the required timeframe, Main Roads may cancel the provisional booking without notice.
- 6.7 In the event that the services take one or more days less than scheduled, Main Roads will refund the Client the portion of the fee relating to the unused day(s).
- 6.8 In the event that the services take longer than scheduled, the Client shall pay Main Roads the fees for the additional time within 30 days of a written invoice being sent by Main Roads.
- 6.9 Clause 6.8 does not apply if the services took longer due to a fault with Main Roads equipment.

7 FORCE MAJEURE

- 7.1 In the event that a Force Majeure event prevents the services from proceeding as scheduled, Main Roads and the Client shall work together to reschedule the services to the next available timeslot.
- 7.2 If Main Roads is unable to reschedule the services to a suitable time, Main Roads will refund the fee to the Client.

8 WITHHOLDING SERVICES

Main Roads reserves the right to withhold the provision of services to a Client who has any post move invoices that remain unpaid for more than 30 days.