



Last Updated: 8 November 2019

# Heavy Vehicle Services - Traffic Escort Services Provision Policy

## STATEMENT

Upon request, Main Roads will enter into an Agreement with a Client for the provision of Traffic Escort Services pursuant to Section 18B of the *Main Roads Act 1930*.

Main Roads will provide the Services subject to:

- the Client paying the Fee for the Services to Main Roads in accordance with this policy; and
- the granting of the Permit by Main Roads and Main Roads being able to schedule the Services for the dates requested.

Main Roads will provide the Services from the departure point to the journey end point and on the dates nominated in the Permit Application. The journey and dates may be amended or updated by agreement set out in written communications between the Parties.

## DEFINITIONS

- **Client** means the person receiving the benefit of the Services.
- **Consignor** means the person who has engaged the transport operator to move the particular load.
- **Force Majeure Event** means an event that prevents a Party from performing its obligations, or receiving the benefit of the other Party's obligations, in whole or part, and which is unforeseeable and beyond the reasonable control of the affected Party.
- **Fee or Rate** means the amount or amounts to be paid by the Client to Main Roads for the Services as outlined in Table 1 below.
- **Load** means the load being carried by the Vehicle.
- **Party** means a party to the Agreement Parties means both of them.
- **Permit** means the permit issued by Main Roads under regulation 193 of the *Road Traffic (Vehicles) Regulations 2014* which allows the Vehicle to lawfully travel with the Load on the roads specified in that permit.
- **Services** means those Traffic Escort Services to be provided by Main Roads to the Client pursuant to section 18B of the *Main Roads Act 1930* at the times and in the manner specified on the Permit.
- **Vehicle** means the vehicle(s) that is the subject of the Services.

## PRINCIPLES

### 1. Traffic Escort Service Request

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. The Agreement template is available to download from the Main Roads website under Heavy Vehicles Traffic Escort page.

Each individual request for Services can then be made by completing the “Traffic Escort Request” section on the Main Roads Specified Journey (Single Trip) Permit Application form.

## **2. Traffic Escort Fee**

The Fee will be calculated by Main Roads on the following basis:

- a) a Daily Rate shall apply for any day or part thereof other than the circumstances to which paragraph 'b' immediately below applies. For example, if an escorted move takes two and a half days, the fee will be calculated at the rate of three days.
- b) if the Services are required for less than a total of 4 hours, a Short Move Rate shall apply as a minimum cost which shall not be further reduced to take into account shorter periods of use of the Services.
- c) the Daily Rate shall apply on a per night basis for any Services conducted at night and shall not be further reduced to take into account shorter periods of use of the Services.
- d) the timeframes in the subparagraphs (a) to (c) above shall be calculated from the commencement of the Traffic Escort Warden's prestart checks at the nominated departure point in the Permit to the journey end point nominated in the Permit.

## **3. Cancellations to Scheduled Services**

- a) All requests to cancel the traffic escort booking must be submitted by the Client to Main Roads by completing the “Traffic Escort Booking – Cancellation or Amendment” form.
- b) If the Client cancels the Services for any reason within 72 hours of the time the Services are to be provided, then Main Roads will be entitled to retain the Traffic Escort Fee specified in the Agreement.
- c) If the Client cancels the Services for any reason within 1 month and prior to 72 hours of the time the Services are to be provided, then Main Roads will be entitled to charge a Cancellation Fee of \$550 plus GST.
- d) Under clause 4.2(b) the Traffic Escort Fee paid will be refunded to the Client less the Cancellation Fee which will be retained by Main Roads.

## **4. Amendments to Scheduled Services**

- a) 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.
- b) Main Roads will endeavour to meet the amended requirements. Additional costs will be incurred if the amended traffic escort booking is for additional days, or a refund will be processed for any days that are no longer required as a result of the amendment.
- c) If, at the request of the Client, Main Roads agrees to amend the Services for any reason (with the exclusion of an amendment to the commencement time of the move, if the amended time is on the same day as the original booking and no additional days of Services are required), then Main Roads will be entitled to charge an amendment fee of \$550 plus GST.
- d) The amendment fee(s) for each Service 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 to the Client.

## **5. Rates and Fees**

The amount charged for Traffic Escort Services is outlined in Table 1 below. The fees are subject to increases deemed necessary to recover the Service costs in accordance with Section 4.3 Rates and Fees of the Main Roads Traffic Escort Services Terms and Conditions published on Main Roads website.

<b>Table 1</b>	
<b>Name</b>	<b>Amount</b>
Daily Rate	\$2,600 plus GST \$2,080 plus GST for Metropolitan day move \$3,900 plus GST for convoy of three or more vehicles
Short Move Rate	\$1,040 plus GST
Cancellation/ Amendment Fee	\$550 plus GST

## **6. Payment Methods**

The Client may pay the Traffic Escort Fee in any of the following ways:

- by EFT; or
- by credit card.

Payment by EFT is not available if the application is received by Main Roads less than 72 hours before the requested departure date and time.

## **7. Payment Guidelines**

- a) If the booking is made 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.
- b) If the booking is made within 1 month before the Services are to be provided the Client must pay the Fee at the time of application.
- c) Main Roads will issue a quotation for the provision of Services on request from the Client. A tax invoice will be issued to all Clients after payment has been received.
- d) If the Client does not pay the Fee as per above, Main Roads is not required to provide the Services and will cancel the provisional booking without notice.
- e) In the event that the movement of the Load under the traffic escort takes one or more days fewer than scheduled then the Client is entitled, within a reasonable time following a written request from the Client to Main Roads, to a refund of any portion of the Fee it has paid for the Services on those days where the Services were not required.
- f) In the event that the movement of the Load under traffic escort takes longer than scheduled, then the Client shall pay Main Roads within 30 days of a written invoice being sent by Main Roads to the Client, for the difference between the Fee payable for the Services as scheduled and the Fee that would have applied had the Services been scheduled for the time for which those Services were ultimately required.
- g) Clause (e) above does not apply, to the extent that Main Roads determines that the movement of the Load under traffic escort took longer than scheduled because of the breakdown or other failure of equipment being used by Main Roads for the provision of the Services.
- h) Main Roads reserves the right to withhold the provision of Services to a Client, or to book any further Services for a Client, who has any post move invoices that remain unpaid for more than 30 days after being sent by Main Roads to the Client in accordance with 4(d) and 7(e).

**8. Force Majeure**

- a) In the event that a Force Majeure Event prevents the Services, or the movement of the Load and the Vehicle, from proceeding as scheduled, the Parties shall work together to reschedule the Services to the next available timeslot.
- b) If Main Roads is unable to reschedule the provision of the Services to a time suitable to the Client, Main Roads will refund the Fee to the Client.