



# TERMS AND CONDITIONS

## TERMS & CONDITIONS OF TRAFFIC MANAGEMENT SERVICES

Version: 2026.1

Effective Date: Immediately

Governing Law: New Zealand

### 1. Definitions

In these Terms & Conditions:

- TMM means Traffic Management Matters Ltd.
- Client means the person, company, or entity requesting or receiving Services from TMM.
- Services means all traffic management-related services provided by TMM, including planning, TMP preparation, RSB/CAR submissions, site establishment, monitoring, auditing, equipment hire, advisory services, and close-out documentation.
- TMP means Traffic Management Plan.
- NZGTTM means the New Zealand Guide to Temporary Traffic Management.
- HSWA means the Health and Safety at Work Act 2015.
- RSB / CAR means Road Space Booking, Corridor Access Request, or equivalent approval.
- Quote means any written quotation, proposal, or estimate issued by TMM.
- Variation means any change to scope, programme, methodology, conditions, or assumptions.

### 2. Application & Acceptance

2.1 These Terms & Conditions apply to all Services provided by TMM unless expressly agreed otherwise in writing.

2.2 A contract is formed, and these Terms & Conditions are accepted, when the Client:

- accepts a Quote (verbally or in writing), or
- instructs TMM to proceed, or
- allows TMM to submit a TMP / RSB / CAR, or
- allows TMM personnel or equipment on site, or
- otherwise proceeds by conduct after receiving the Quote and these Terms.

2.3 A Purchase Order is not required for these Terms & Conditions to apply.

2.4 These Terms & Conditions prevail over any client terms unless expressly agreed in writing by TMM.

### 3. Scope of Services

3.1 TMM will provide Services in accordance with:

- the accepted quote,
- the approved TMP,
- NZGTTM,
- applicable Council or Road Controlling Authority conditions.

3.2 TMM's responsibility is strictly limited to traffic management activities.

3.3 TMM is not responsible for:

- construction works,
- plant operation,
- vehicle movements (outside TM scope),
- unsafe work practices arising from the client's activities.



#### **4. Information Dependency & Assumptions**

4.1 TMM relies on information provided by the client and other parties.

4.2 The Client acknowledges that the quality, accuracy, and timeliness of information (including scope, programme, staging, site conditions, access, plant movements, and public interfaces) directly affects planning, approvals, and delivery outcomes.

4.3 Where information is incomplete, late, inaccurate, or materially changes:

- TMM may rely on reasonable assumptions,
- methodologies and timelines may be revised,
- additional costs or delays may arise,
- such changes constitute a Variation.

#### **5. NZGTTM Compliance, TMP Authority & Stop-Work**

5.1 All traffic management is implemented strictly in accordance with:

- the approved TMP,
- NZGTTM,
- and applicable RCA conditions.

5.2 TMM personnel, including the STMS, have authority to:

- require compliance with the approved TMP,
- modify traffic management to maintain safety,
- stop or suspend works where safety or compliance is compromised.

5.3 If site conditions change or the approved TMP cannot be implemented, TMM may suspend or modify Services without liability.

#### **6. HSWA Responsibilities**

6.1 Each party retains responsibility for its own duties under HSWA.

6.2 The Client remains responsible for:

- its construction activities,
- plant, vehicles, and operators,
- unsafe conditions outside TMM's traffic management scope.

6.3 TMM is not responsible for risks arising from the Client's works beyond traffic management.

#### **7. Approvals & Third-Party Processes**

7.1 TMM will exercise reasonable care and professional skill in preparing TMPs and RSB/CAR documentation.

7.2 Approvals are subject to third-party review by councils or RCAs.

7.3 Approval outcomes and timeframes are not guaranteed.

7.4 Delays or rejections caused by third-party processes do not constitute a breach by TMM.

#### **8. Variations**

8.1 A Variation may arise due to:

- scope or programme changes,
- changed site conditions,
- additional council or RCA requirements,
- Client delays or instructions.

8.2 Variations may be charged at TMM's standard rates.

8.3 Urgent Variations may be implemented immediately where safety or compliance requires.



## **9. Equipment Hire & Responsibility**

9.1 All equipment supplied remains the property of TMM.

9.2 The Client is responsible for:

- loss, theft, or damage (fair wear excepted),
- unauthorised relocation or use,
- repair or replacement costs.

9.3 Hire charges continue until equipment is returned and accepted by TMM.

## **10. Fees, Invoicing & Payment**

10.1 Prices are exclusive of GST unless stated otherwise.

10.2 Unless agreed otherwise in writing, invoices are payable by the 20th of the month following the invoice date.

10.3 Time is of the essence for payment.

## **11. Non-Payment Protection (Strong Enforcement)**

11.1 If payment is not received by the due date, TMM may:

- suspend Services immediately,
- withhold documentation or approvals,
- refuse further Services.

11.2 Interest accrues on overdue amounts at 2% per month, calculated daily.

11.3 The Client is liable for all costs of recovery, including:

- debt collection fees,
- legal costs on a solicitor–client basis,
- enforcement expenses.

11.4 TMM may require:

- payment in advance, or
- security,
- where credit risk is identified.

## **12. Personal Guarantees (Where Applicable)**

12.1 Where the Client is a company, TMM may require directors or principals to provide a personal guarantee.

12.2 Guarantees survive termination of Services.

## **13. Limitation of Liability**

13.1 To the maximum extent permitted by law, TMM's total liability is limited to the value of the services provided.

13.2 TMM is not liable for:

- indirect or consequential loss,
- loss of profit,
- delays caused by third parties.

## **14. Confidentiality & Intellectual Property**

14.1 All methodologies, documents, systems, and intellectual property remain confidential.

14.2 The Client must not reproduce or distribute TMM materials without consent.



## **15. Termination**

15.1 Either party may terminate for material breach not remedied within a reasonable time.

15.2 Upon termination:

- all outstanding invoices become immediately payable,
- equipment must be returned,
- recovery rights remain enforceable.

## **16. Disputes**

16.1 Parties will attempt to resolve disputes in good faith.

16.2 If unresolved, disputes may proceed to mediation or legal action.

## **17. Governing Law**

17.1 These Terms & Conditions are governed by the laws of New Zealand.

18. Entire Agreement

18.1 These Terms & Conditions, together with the accepted quote and approved TMP, constitute the entire agreement.

END OF TERMS & CONDITIONS