



**ALTUS TRAFFIC** 2 Central Blvd, Port Melbourne, VIC 3207  
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## TERMS & CONDITIONS

### General

- All prices exclude GST
- A minimum four (4) hour charge applies to all shifts unless a cancellation notice is received a minimum of two (2) hours prior to the commencement of the arranged shift
- Time incurred by Traffic Controller at site inductions will be charged at the relevant hourly rates and are subject to the four (4) hour minimum
- All daily charges apply irrespective of the length of the shift

### Mandated Breaks and Allowances

- As per Australian Standards and State Codes all Traffic Controllers must have a paid break of at least 15 minutes every 2 hours
- A 30 minute unpaid Meal Break is required after five (5) hours during normal hours
- An overtime Meal Allowance must be paid to all Traffic Controller from 9.5 hours
- No breaks apply to Vehicles or other Equipment

### Travel

- Traffic Controllers receive a Daily Fares Allowance in lieu of travel time up to 50 kms each way, after 50 kms their hourly rate (exclusive of over time loadings) applies for the time spent post 50 kms to job site unless otherwise indicated
- If Vehicle is charged on an hourly rate. Travel time will apply from the time the Vehicle leaves its depot or residence of the driver until it arrives on site and vice versa

### Overtime

- Overtime T1.5 rates apply after eight (8) hours of a continuous shift (inclusive of any mandated breaks)
- Overtime T2 rates apply after ten (10) hours of a continuous shift (inclusive of any mandated breaks)

### Away Works

- If the Traffic Controller is required to stay away from their normal residence overnight and the client does not provide meals then an Away Meals allowance will be charged as per the Schedule of Rates.
- If accommodation is **not** provided by the client Altus traffic will charge this at the agreed rate dependant on the available accommodation.
- Mobilisation to and from 'Away Works' will be charged at the hourly rate (exclusive of overtime loadings)

### Other

- Altus does not accept any liability for damage whilst moving clients' equipment
- All damaged, lost or stolen signage and/or equipment belonging to Altus is to be replaced by the client at our replacement cost
- Payment terms are 14 days from invoice unless specifically agreed in writing by Altus
- The completion of a separate credit application form will be required for new clients

## Altus Traffic Pty Ltd Terms and Conditions

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### 1. Terms of Trading

All transactions with Altus Traffic Pty Ltd ACN 102 768 061 of 660 Lorimer Street, Port Melbourne, Victoria 3207 ("Altus Traffic") and its subsidiaries, are subject to these terms and conditions.

### 2. Warranty

- 2.1 The Customer warrants that the information provided to Altus Traffic is true, accurate and correct and is supplied for the purpose of obtaining credit.
- 2.2 The Customer warrants that the persons' signature appearing on this application are duly authorised by the Customer to apply for credit on the Customer's behalf.

### 3. Agreement

The Customer agrees to adhere to the terms and conditions as set out in these terms and conditions.

### 4. Pricing

- 4.1 The price for the services provided by Altus Traffic to the Customer will be as per Altus Traffic's then current schedule of rates.
- 4.2 Altus Traffic's schedule of rates may be amended from time to time by notice in writing to the Customer.
- 4.3 Altus Traffic will charge the Customer for the goods and services provided together with costs incurred by Altus Traffic as a result of the following:
  - (a) delays or complications in the delivery due to difficult access to the site, misrepresentations made regarding access and description of the services required or failure to provide particulars regarding access and nature of the services;
  - (b) any charges imposed by a third party in connection with the services; or
  - (c) any increase in existing or imposition of new taxes, customs duties or government levies.
- 4.4 Altus Traffic shall provide Customer with an invoice and the Customer shall pay Altus Traffic within fourteen (14) days of the date of the invoice.
- 4.5 In the event that Customer fails to pay in accordance with these payment terms, Altus Traffic may exercise one or more of the following rights:
  - (a) require Customer to pay interest at the Penalty Interest Rate specified in the Penalty Interest Rates Act 1983 (Vic) effective from time to time calculated daily on the balance outstanding until the Purchase Price is paid in full; or
  - (b) refuse to continue to provide services ordered by Customer.
- 4.6 Customer shall not be entitled to set off against the Invoice any money alleged to be owing by Altus Traffic to Customer.
- 4.7 Where the Customer disputes the invoice, it must:
  - (a) pay the undisputed elements of the invoice in accordance with clause 4.4;
  - (b) notify Altus Traffic in writing within 14 days of the date of the invoice that it disputes and set out the reasons for the dispute, including providing copies of all supporting documents; and
  - (c) request that the dispute be resolved pursuant to clause 4.8.

- 4.8 If a dispute regarding an invoice arises and the Customer notifies Altus Traffic of the dispute pursuant to clause 4.7, the parties must, prior to the initiation of any legal action, use reasonable commercial efforts to resolve the dispute between the parties.
- 4.9 The Customer acknowledges and agrees that if it does not comply with clauses 4.7 and 4.8 that it will:
- (a) not raise any dispute with the invoices of Altus Traffic issued pursuant to clause 4.4; and
  - (b) pay Altus Traffic in accordance with clause 4.4.

## 5. Access

- 5.1 The Customer must make available to Altus Traffic such access to the work site as reasonably necessary for Altus Traffic to carry out and provide the services.

## 6. Performance

- 6.1 Altus Traffic will carry out the services:
- (a) in a proper and workmanlike manner; and
  - (b) in the absence of any standard being specified, the services shall comply with the relevant standard of the Standards Association of Australia.

## 7. Liability and warranty

- 7.1 Altus Traffic shall not be liable for any loss, damage (including incidental, consequential or special damages), costs or expenses suffered by Customer, to person or property, arising from the services. Notwithstanding the foregoing, Altus Traffic's liability in the aggregate shall be limited to an amount not exceeding the price for the services in question which has been paid for by the Customer.
- 7.2 Where legislation implies into these terms and conditions any warranty which cannot be excluded, the liability of Altus Traffic for any breach of such condition or warranty shall be limited, at Altus Traffic's option, to one or more of the following:
- (a) the supply of equivalent services; or
  - (b) the payment of the cost of replacement of the services or the acquiring equivalent service.
- 7.3 The Customer releases Altus Traffic from and indemnifies and must continue to indemnify Altus Traffic against any liability to the Customer or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages whatsoever and for any loss of profit.

## 8. Insurance

The Customer must have in place a public liability insurance policy in the amount of \$20 million with a reputable insurer and must provide Altus Traffic with a copy of such policy on request.

## 9. Termination

- 9.1 If Customer fails to perform any of its obligations under these terms and conditions, Altus Traffic may immediately terminate the provision of services by written notice of termination to Customer.
- 9.2 The agreement between the parties will immediately terminate without notice, in the event that:
- (a) Customer becomes insolvent, unable to pay its debts as they become due;
  - (b) discontinues its business;
  - (c) Customer is assigned into bankruptcy, becomes bankrupt or makes an assignment in favour of its creditors;
  - (d) a receiver, manager, liquidator or administrator has been appointed to deal with Customer's assets;
  - (e) there is a change of control of the Customer; or
  - (f) Customer dies or become incapacitated.

9.3 In the event that the agreement is terminated pursuant to this clause, any money owing by Customer to Altus Traffic becomes immediately due and payable

**10. Force Majeure**

10.1 Altus Traffic shall not be liable to Customer for any delay or failure to perform its obligations resulting from circumstances beyond its reasonable control, including but not limited to, war, act of terrorism, riot, insurrection, strike, trade dispute, fire, earthquake, flood, storm or other natural disaster; damage to personnel, material, equipment or other property; or shortage of any materials or labour (each an example of “force majeure”).

**11. Miscellaneous**

11.1 Customer shall not transfer, assign or otherwise grant the services to any third party without Altus Traffic’s prior written consent.

11.2 Any notice required to be given under these terms and conditions shall be in writing and delivered by post, facsimile or personal delivery and shall be deemed to have been received:

- (a) on the date that it was sent if delivered personally or by facsimile; or
- (b) two days after posting if sent by mail.

11.3 If any part of these terms and conditions are found void and unenforceable, it will not affect the validity of the balance of these terms and conditions, which shall remain valid and enforceable according to its terms.

11.4 The failure of a party to insist on the performance of an obligation hereunder shall not be deemed to be a waiver of such obligation or of any other obligation.

11.5 The laws of Victoria govern these terms and conditions.

11.6 These terms and conditions cannot be varied or amended without the prior written consent of Altus Traffic. Amendments made by hand by the Customer to these terms and conditions are not binding, and will have no force or effect.

**Acceptance of Terms and Conditions**

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I/We acknowledge and agree that I/we have read, understood and agree to Altus Traffic’s Terms and Conditions set out above.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_