

**General Terms and Conditions**

**1. Parties And Definitions To This Agreement**

- 1.1. "Parallaxx" for the purposes of this agreement, shall mean Parallaxx Limited, any person or entity acting for or on behalf of Parallaxx Limited or with the permission or authority of Parallaxx Limited.
- 1.2. "Client" shall mean the entity named as organisation on this form, any person or entity acting for or on behalf of the Client or with the permission or authority of the Client as detailed on any quotation, estimate, Engagement Agreement, or notation as provided by Parallaxx to the Client.
- 1.3. "Guarantor" shall mean any person (or persons), or entity, who agrees to be held liable for the debts incurred by the Client in the course of business between the Client and Parallaxx Limited on a principal debtor basis.
- 1.4. "Services" shall mean all services supplied by Parallaxx to the Client and includes (but is not limited to) any recommendations or consultancy advice, client interaction, document review, or preparation, traffic services, procurement support drawing services or administrative support.
- 1.5. "Price" shall mean the price payable for services as agreed between Parallaxx and the Client in accordance with *Clause 4* of this contract.
- 1.6. "Confidential Information" means Information disclosed by or on behalf of the Client except to the extent the Information is in the public domain otherwise than as a result of unauthorised disclosure of which Parallaxx is aware or ought reasonably to be aware and any reproduction, excerpt, notes or compilation by Parallaxx of, based on, or incorporating, any Confidential Information.
- 1.7. "Information" includes in whatever stage of development, any information, concept, idea, documentation, drawing, design, specification, technique, model, data, source code, development, methodology, algorithm, user manual, flow chart, research, development, process, procedure, diagram, plan, note, pattern, sample, software, "know-how", trade secrets, marketing and development plan, market analysis, information relating to clients or projects, contract fees, pricing policy and financial information, including margin, method of production, use, operation and application, or computer outputs; any improvement, enhancement or modification to other information; whether in written, verbal or electronic form, an original or a copy, considered alone or incorporating any other information, or of a financial, business, commercial, technical or other nature. All verbal confirmation will be confirmed in writing.
- 1.8. "Owner" shall mean the legal owner of any hired equipment.
- 1.9. "Parallaxx" for the purposes of this agreement, shall mean Parallaxx Limited, any person or entity acting for or on behalf of Parallaxx Limited or with the permission or authority of Parallaxx Limited.

**2. Services**

- 2.1. The Services provided shall be described on our invoices, quotation, and/or Engagement Agreement, or any other such correspondence, including verbal, as provided by Parallaxx to the Client.

**3. Service & Conduct**

- 3.1. Where Parallaxx performs work for you, it will ensure that competent and suitably experienced personnel carry out all work, in a professional manner and in accordance with appropriate standards.
- 3.2. While Parallaxx will make every endeavour to ensure a fully professional approach to all work carried out, it cannot guarantee the results of recommendations as many factors are outside our control. Consequently, Parallaxx shall not be liable for any consequences of the provision of services to you, except for consequences arising as a direct result of the proven negligence on the part of Parallaxx.
- 3.3. Parallaxx agrees to act in good faith and deal exclusively with the Client in respect of this work and that neither it nor any of its affiliates will be engaged or involved (whether solely or jointly, directly or indirectly, with any other person or persons, including in a joint venture, a partnership, as a shareholder in a corporate body, as director in a corporate body or as external advisor or consultant) in negotiations or discussions or the supply of any services with any third party in respect of this work, without the prior written consent of the Client.

**4. Price And Payment**

- 4.1. The price shall be at Parallaxx Limited's sole discretion, one or more of the following:
  - a. The price as estimated by Parallaxx to the Client in this estimate. The estimated price or rates shall not alter, providing the Client accepts Parallaxx's estimate in writing by the expiry date stipulated on the estimate, if no date is stipulated, expiry is 7 days following the date the estimate was provided.
  - b. The price stipulated in the estimate relating to *Clause 4.1a*, is for working days of Monday to Friday, between the hours of 0700 and 1730. Additional charges for weekends and nights will have a 1.25x multiplier applied, and New Zealand Public Holidays a 2.5x multiplier applied.
  - c. Parallaxx's price as per Parallaxx's current rates as when the service is provided.
  - d. Travel may be charged for travel from the Parallaxx Office of the relevant office. Kilometres travelled are charged at the current Inland Revenue Department mileage rate including GST per km. Time spent traveling per day is charged at the hourly rate of the individual/s undertaking the travel.
  - e. Where Parallaxx is required to travel and arrange accommodation, the costs of said accommodation and incidentals will be charged to the client at cost + 10% administration fee.
  - f. The use of external suppliers on your behalf will be charged to you at the suppliers prevailing rates plus Parallaxx margin.

**5. Payment Terms**

- 5.1. Payment shall be at Parallaxx Limited's sole discretion one or more of the following:
  - a. All invoices shall be paid no later than the 20th day of the following month of the invoice date.
  - b. Payment to approved Clients shall be made by instalments in accordance with Parallaxx Limited's payment schedule.
  - c. Payments will be made as agreed between Parallaxx and the Client. If no payment arrangement is made or payment terms agreed then payment shall be due as stated on the invoice in cash, cheque, or by direct credit to Parallaxx Limited's nominated account.
- 5.2. Payment shall not be deemed to have been received unless the payment is made in cash or cleared funds are deposited in Parallaxx Limited's nominated account. Any other form of payment will not be receipted as paid until the transaction is deemed to be honoured.
- 5.3. GST and other taxes and duties that may apply will be added to the Price unless they are expressly included in the Price.

**6. Acceptance Of Terms of Trade**

- 6.1. Any engagement of Parallaxx Limited's Services shall constitute acceptance of the Terms and Conditions of Trade of Parallaxx Limited by the Client. Should more than one Client or representative of the Client enter into this agreement the Clients shall be jointly and severally liable for payment in full of the Price.
- 6.2. The terms and conditions of this agreement can only be amended with the written consent of Parallaxx Limited and shall be binding on the Client.
- 6.3. In the event that the Client proposes any change to the structure of the Clients business, a change in Shareholding, Name, Directors, and Premises, postal address, registered office or Sale of the business the Client shall give no less than fourteen (14) days written notice of the proposed change or changes. If any loss is incurred by Parallaxx Limited by said changes, the Client shall be liable for that loss due to the Client not complying with this provision.

**7. Default and Consequences of Non-Payment**

- 7.1. If the Client defaults in payment of any invoice when due, the Client shall pay all costs and disbursements incurred by Parallaxx Limited in pursuing the debt including legal costs on a solicitor and own Client basis and Parallaxx Limited's collection agency costs. Disbursements incurred by Parallaxx Limited in pursuing the debt including legal costs on a solicitor and own Client basis and Parallaxx Limited's collection agency costs.
- 7.2. Interest on overdue or unpaid invoices shall accrue from the date when payment becomes due daily until the date payment is received at a rate of **2.5%** per calendar month and all

interest shall compound monthly before and after any judgement until payment is received in full.

- 7.3. Parallaxx Limited at its discretion may suspend or terminate the supply of goods and/or services should the Client, at any time be in breach of any obligation to Parallaxx Limited (including those relating to payment). Parallaxx Limited will not be liable for any loss or damages the Client has deemed to have suffered because Parallaxx Limited has exercised their rights under this clause.
- 7.4. If any account remains overdue after thirty (30) days then a minimum amount of **\$20.00 or 10.00%** of the amount overdue (up to a maximum of \$200) whichever is the greater, shall be charged for administration fees and shall become immediately due and payable.
- 7.5. Without prejudice to Parallaxx Limited's other remedies at law, Parallaxx Limited shall be entitled to cancel all or any part of any supply agreement with the Client which remains unfulfilled and all amounts owing to Parallaxx Limited shall, whether or not due for payment, become immediately payable in the event that:

**8. Right of Cancellation**

- 8.1. Parallaxx Limited may cancel any contract to which these Terms and Conditions apply or cancel the delivery of materials products or goods or service at any time before the materials, products or goods and the like are delivered by giving written notice to the Client. On giving notice Parallaxx Limited shall repay to the Client any sums paid in respect of the Price. Parallaxx Limited shall not be liable for any damages or losses arising from such cancellation.
- 8.2. Should the Client cancel any contract with Parallaxx Limited the Client shall be liable for any loss incurred by Parallaxx Limited (including but not limited to loss of profits) up to the time of cancellation.

**9. Intellectual Property**

- 9.1. Where Parallaxx Limited has designed, drafted, or supplied written Works for the Client, then the copyright in those works and documents shall remain vested in Parallaxx Limited and shall only be used by the Client. The Client shall not distribute or sell any works or documents to any third party as supplied to the Client by Parallaxx Limited without the written consent of Parallaxx Limited.

**10. Confidentiality**

- 10.1. Parallaxx agrees:
  - a. To take all reasonable steps to preserve and protect the confidentiality of any Confidential Information;
  - b. To use and reproduce the Confidential Information solely for the purpose of any services performed in relation to this work, or as the Client may otherwise authorise ("Permitted Purpose"); and
  - c. Not to disclose the Confidential Information to any other person, except on a need-to-know basis for the Permitted Purpose (and provided the person to whom the information is disclosed agrees to be bound by confidentiality obligations set out in this document), or as required by law.

**11. Privacy Act 2020**

- 11.1. The Client and the Guarantor/s (if separate to the Client) authorises Parallaxx Limited to:
  - a. Collect, use, and retain any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and
  - b. Disclose information about the Client, whether collected by Parallaxx Limited from the Client directly or obtained by Parallaxx Limited from any other party to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 11.2. Where the Client and/or Guarantors are an individual the authorities under clause 11.1 are authorities or consents for the purposes of the Privacy Act 2020.
- 11.3. The Client and/or Guarantors shall have the right to request Parallaxx Limited for a copy of the information about the Client and/or Guarantors retained by Parallaxx Limited and the right to request Parallaxx Limited to correct any incorrect information about the Client and/or Guarantors held by Parallaxx Limited.

**12. Dispute Resolution**

- 12.1. All disputes and differences between the Client and Parallaxx Limited concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996

**13. General**

- 13.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the existence, validity legality and enforceability of the remaining provisions shall not be prejudiced, affected or impaired.
- 13.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand or as otherwise directed by the Court.
- 13.3. Parallaxx Limited shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Parallaxx Limited of these terms and conditions.
- 13.4. In the event of any breach of this contract by Parallaxx Limited the remedies of the Client shall be limited to damages which under no circumstances shall exceed the contract price for Services provided and limited to the amount of monies paid to Parallaxx Limited by the Client in part or full whichever is the lesser amount.
- 13.5. The Client shall not be entitled to set off against, or deduct from, the price any sums owed or claimed to be owed to the Client by Parallaxx Limited.
- 13.6. Parallaxx Limited may license or sub-contract all or any part of their rights and obligations without the Client's consent.
- 13.7. Parallaxx Limited reserves the right to review these terms and conditions at any time. If following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Parallaxx Limited notifies the Client of such change.
- 13.8. The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.
- 13.9. Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 13.10. The failure by Parallaxx Limited to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Parallaxx Limited's right to subsequently enforce that provision.

**Training & Assessment Terms and Conditions**

**14. Payment Terms**

- 14.1. Specific terms apply to different customers as outlined below:
  - a. **Individual customers:** applicable course fees must be paid in full to secure placement and admission to the course either by online credit card payment, bank transfer or invoice payment - prior to the course starting.
  - b. **Business customers:** A purchase order number from an authorised employee is required to secure a place on a course. Alternately bookings made online through the Parallaxx booking portal will be invoiced and payment must be made within 7 days of invoice.
  - c. **Credit Account holders:** A purchase order number from an authorised employee is required to secure a place on a course. This invoice is payable upon Parallaxx's credit account terms of 20th of the following month.
  - d. **New Zealand Transport Agency Brokered courses:** Payment must be made in full 10 working days prior to the course start date to secure placement and admission to the course. Attendees who have not paid prior to the course start date will be denied entry to the course.
- 14.2. Payment must be made in full prior to attending the workshop. This is strictly enforced. Anyone attending the workshop who has not paid in full will be turned away.

**15. Cancellations**

- 15.1. **Scheduled Courses:** The following fees will apply when attendees choose to cancel their booked places on a course:
- Cancellation received 1 working day before the course - 50% of the course cost
  - Cancellation not received before the course – no refund – total course cost applies. An attendee who cancels on the day of the course is not entitled to a refund. An attendee who cancels off a re-booked course will not be entitled to a refund.
- 15.2. **New Zealand Transport Agency Brokered courses:** The following fees will apply when attendees choose to cancel their booked places on a course:
- Cancellation or transfer request received within 5 working days before the course - 50% of the course cost
  - Cancellation not received before the course - no refund - total course cost applies
  - Please note: Cancellations not received before the course will not be eligible for a refund. Total course cost applies.
- 15.3. Parallaxx Ltd reserves the right to cancel courses if necessary. Every effort will be made to give attendees no less than 5 working days' notice of cancellation. Parallaxx Ltd will not be responsible for any costs incurred due to course cancellation.

**16. Refund Policy**

- 16.1. Refunds will only be made to the person or organisation that made the original payment. It is the responsibility of the attendee to ensure they book on the correct course they need. There will be no refunds for people who book on the wrong course.
- 16.2. Changing your course booking (rebooking):
- Attendees are entitled to one complimentary re-book or transfer to another course date, if this is made prior to the day of the course. A rebooking done on the day of the course and subsequent re-bookings will incur a \$40.00 administration fee.
  - Any rebooking's or transfers for TTMP courses must be completed 5 working days prior to the course start date.

**17. English Language Requirement**

- 17.1. The course and assessments are conducted in English. In order to receive a warrant and / or the relevant unit standards you are required to pass written, verbal and practical assessments which are conducted in English. If you are unable to do so you will be deemed not competent and will not receive a certificate or the unit standards available.

**18. Assessments**

- 18.1. Any new customers must be setup as debtors to complete an on-road training assessment. This must be completed with references checked prior to 48 hours prior to assessment booking.
- 18.2. If new customers don't want to be setup as debtors, then they must pre-pay for the assessment including all on-road and assessor costs in order to confirm the assessment.
- 18.3. At Parallaxx's discretion, any customers who have an approved credit relationship with Parallaxx must provide a 50% deposit per assessment and a minimum of 4 hours + 1 hour travel of on-road hire if applicable.
- 18.4. An estimate will be sent to the client prior to the assessment with payment terms confirmed. This must be confirmed and approved by the client in writing prior to confirming the booking.
- 18.5. On road hire will be charged from yard to yard, plus time for travel. The hourly rate for said assessment will be estimated to the client prior to the assessment. This must be confirmed and approved in writing by the client prior to confirming booking.
- 18.6. **Assessments with hired TTM:** Any cancellation of assessments and TTM after 3pm the working day prior to the assessment booking will be charged a cancellation fee of the TTM costs for a minimum of 4 hours.

**On Road TTM and Equipment Hire Terms and Conditions**

**19. On Road Temporary Traffic Management**

- 19.1. Parallaxx reserve the right to choose a supplier to undertake said works as they see fit, unless specifically requested by the client. Said supplier will be chosen first based on location and availability.
- 19.2. Service charges apply from yard to site, and site to yard. This is charged at the hourly rate stipulated in the client's estimate.
- 19.3. All time spent on site is charged in 15-minute increments.
- 19.4. Parallaxx and Parallaxx's consultants will ensure teams on site operate accordance with the clients approved temporary management plan.
- 19.5. On road temporary traffic management crews may differ to the clients original booking at Parallaxx's discretion. This may be due to additional works being carried out, for safety reasons or at additional request by suppliers or contractors. Parallaxx will communicate this with the client and supply an updated estimate.
- 19.6. Proof of hours, crew, and qualifications will be sent with the related invoice.

**20. Hired Equipment**

- 20.1. Parallaxx reserve the right to choose a supplier to hire requested equipment as they see fit, unless specifically requested by the client. Said supplier will be chosen first based on location and availability.
- 20.2. Parallaxx will arrange the delivery and installation of all hired equipment. Logistics and installation rates will be estimated within the hire estimate.
- 20.3. All equipment supplied to the client shall be in acceptable condition, in full working order.

**21. Price and Payment**

- 21.1. All works will be estimated prior to the booking. This is a formal estimate and **not** to be used as a **quote**.
- 21.2. Notwithstanding any estimate given, Parallaxx's actual cost for completing the works may be higher or lower than the Estimate supplier. The actual cost will be determined by:
- The resources used by Parallaxx over the number of hours or days of service multiplied by our rates prevailing over the period of service (which may be adjusted for such matters as complexity, urgency, importance or specialized knowledge and minimum charges) on the basis that costs will accrue each day from the time our personnel and services leave our premises until the time of their return;
  - Any costs incurred by us on your behalf; and
  - The cost of any goods supplied by us as part of the Work.
- 21.3. All on road works will be estimated to the client prior to confirming booking. Confirmation of booking must be within writing 48 hours prior to said booking.
- 21.4. **Credit Account customers:** A purchase order number from an authorised employee is required to secure any TTM booking.
- 21.5. **Non-account customers:** An estimated invoice will be supplied to the client prior to confirming any booking. This must be paid in full, to confirm said booking. Should this invoice differ in team make-up or hours on site, an additional invoice will be provided to you on a 7-day payment term, or a credit note if applicable.
- 21.6. Should works fall on a public holiday, a public holiday multiplier of 2.5x will be applied.
- 21.7. Prices charged to the client are confidential and shall not be discussed with other parties, including but not limited to the supplier.

**22. Theft or Damages**

- 22.1. **On road TTM:**
- Parallaxx do not accept any equipment theft and/or damage on site as a direct result of personnel. Any claims made against said action will be discussed with said Supplier and a resolution will be supplied.
- 22.2. **Hired Equipment:**
- Parallaxx shall offer a damage waiver to the client as a form of insurance for the hired equipment. This is only offered should the supplier offer this.
  - Parallaxx do not accept any claim of equipment damage or theft on site caused by any persons, vehicles or acts of any third party.
  - All costs in relation to theft or damage will be on-charged from the equipment owner and on-charged to the client. This will be on-charged at cost, with a 10% administration fee, not exceeding \$250.00 NZD.

- Any thefts or damages relating to hires with the approved damage waiver purchase will be as per supplier's terms and conditions.

**23. Supplier / Client Relationship**

- 23.1. The client agrees to contact their supplier, being Parallaxx, for any communication regarding the on road temporary management team or hired equipment. This includes but is not limited to shifts, site changes, operation of any equipment or additional bookings.
- 23.2. Any contact or engagement regarding provision of on road temporary traffic management or hired equipment by the Client directly to the Supplier (or any agents thereof) will not constitute any agreement with Parallaxx about any adjustment to services (or future services).

**Professional Services Terms and Conditions**

**24. Provision of Services**

- 24.1. Parallaxx shall provide Services to the Client in a professional manner.
- 24.2. If a senior / junior consultant is specified in the estimate, then the services shall be provided primarily by the specified senior / junior consultant or as otherwise agreed in writing between both parties.
- 24.3. The client understands and agrees that a **1.25x multiplier** surcharge applies for the following situations
- Works on Saturdays and/or Sundays
  - Out-of-hours works (working week Mon-Fri 07:00am – 17:30pm)
  - Works requested urgently (delivery time within 48 hours)
  - Urgent call outs to site
- 24.4. The client understands and agrees that a **2.50x multiplier** surcharge applies for works conducted on New Zealand public holidays.
- 24.5. All on site meetings or similar are charged from the time said consultant leaves the Parallaxx office until the consultant returns to the Parallaxx office. This is charged at the hourly rate supplied in the estimate.
- 24.6. For remote works, the Parallaxx office means the Consultant's overnight accommodation venue. Any works conducted outside of this 8-hour period will be charged to the client at the rates listed within the estimate; and
- 24.7. Parallaxx shall not be liable for any consequential loss or damages suffered by the client due to a failure by Parallaxx perform its obligations, where such failure is due to circumstances which are beyond Parallaxx's reasonable control including, without being limited to, industrial action, shortage of staff, access limitations, and delays caused by other parties.
- 24.8. Parallaxx reserve the right to charge for phone calls from clients requesting advice in 15-minute increments.

**25. Price and Payment**

- 25.1. The estimate relating to any job must be approved in writing by the client prior to any commencement of works.
- 25.2. Credit Account customers: A purchase order number from an authorised employee is required to secure any services.
- 25.3. Non-account customers: An estimated invoice will be supplied to the client prior to confirming any services. This must be paid in full, to confirm said services. Should this invoice differ in actual work completed, an additional invoice will be provided to you on a 7-day payment term, or a credit note if applicable.
- 25.4. Prices charged to the client are confidential and shall not be discussed with other parties, including but not limited to other clients, contractors, or any other party.

**26. Copyright Notice**

- 26.1. Parallaxx documentation and all information in it are produced and distributed by Parallaxx and Parallaxx only.
- 26.2. Unless approval is given in writing by Parallaxx's authorised personnel, no material originally produced by Parallaxx and amended by the client are to be supplied to external parties.

**Audit Terms and Conditions**

**27. Liability:**

- 27.1. We can only audit on the evidence presented by the Client. If the Client chooses or is unable to provide comprehensive evidence, this will influence our ability to provide a complete review.
- 27.2. We accept no liability for our audits or advice resulting in any financial loss or lost time.
- 27.3. We are not responsible for the STMS' behaviour onsite whilst undertaking the audit.