

Transport for NSW E-Toll Pre-Paid Terms and Conditions

Effective 28th February 2022

Your E-Toll Account is provided by Transport for NSW (ABN 18 804 239 602) (TfNSW).

Your E-Toll Account enables You to pay Tolls and Fees incurred by You or Your Vehicle in accordance with these TfNSW E-Toll Terms and Conditions.

1 HOW YOUR E-TOLL ACCOUNT WORKS

- 1.1 You are responsible at all times for managing Your E-Toll Account, and the acts and omissions of any Authorised Representative using or operating Your E-Toll Account, including for any Tolls and Fees they incur.
- 1.2 You must link at least one Vehicle to Your E-Toll Account. Maximum vehicle numbers may apply depending on Your account type.
- 1.3 Safe driving is important to TfNSW. If You receive an SMS or other communication from TfNSW about Your E-Toll Account while driving, You must only read the communication where it is safe and lawful to do so. Information about applicable laws relating to mobile phone use while driving can be found on the TfNSW website (<https://roadsafety.transport.nsw.gov.au/stayingsafe/mobilephones/know-the-rules.html>).

2 PAYMENTS, FEES AND CHARGES FOR YOUR E-TOLL ACCOUNT

- 2.1 You must pay the following amounts to TfNSW in connection with Your E-Toll Account:
 - (a) all Tolls incurred by You or Your Vehicle (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road). An exception applies to You if You have opened an ERider account (in accordance with clause 8) or if clause 12 applies to You;
 - (b) all Fees and other amounts set out in the Schedule of Fees and Payment Methods that apply to Your E-Toll Account; and
 - (c) any additional costs reasonably incurred by TfNSW in enforcing its rights against You under these TfNSW E-Toll Terms and Conditions, including any fees or charges imposed on TfNSW by a third party where You have wrongfully refused or failed to pay any amount under these TfNSW E-Toll Terms and Conditions.
- 2.2 Depending on Your nominated payment method and the type of E-Toll Account You have opened, TfNSW will obtain payment of Tolls and Fees from You by deducting the amounts from Your E-Toll Account Balance (that must be topped up in accordance with these TfNSW E-Toll Terms and Conditions).
- 2.3 You must maintain a positive E-Toll Account Balance by paying TfNSW the applicable Top-Up Amount unless Your E-Toll Account has been opened for an ERider (in which case, clause 8.2 will apply).
- 2.4 If You fail to:
 - (a) maintain a positive E-Toll Account Balance; or
 - (b) pay any amount owing to TfNSW in accordance with these TfNSW E-Toll Terms and Conditions (for example, if You fail to pay the applicable Top-Up Amount because there are insufficient funds available in Your Nominated Card or Nominated Account):
 - i. Your E-Toll Account will be suspended and unavailable for use until Your E-Toll Account is

returned to a positive balance. During the period of suspension, Toll Notices may be issued for any toll road trips;

- ii. TfNSW may refuse to open any additional accounts with You whilst Your E-Toll Account is suspended;
- iii. TfNSW may close Your E-Toll Account if TfNSW determines (acting reasonably) that money is owed on Your E-Toll Account and it is inactive (for example, if a period of 12 months has passed without the use of Your E-Toll Account); and
- iv. TfNSW may refer any overdue amount owing to a debt recovery agency and You will be responsible for any additional costs reasonably incurred by TfNSW as a result.

3 PAYMENT METHODS

- 3.1 TfNSW will debit Tolls and Fees from Your E-Toll Account as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to TfNSW by a toll road operator.
- 3.2 The Schedule of Fees and Payment Methods sets out (among other things) the different methods available to You. You may change Your nominated payment method to any other available method by updating Your E-Toll Account or contacting TfNSW in accordance with clause 18.4.
- 3.3 If You provide a Nominated Card or a Nominated Account for Your E-Toll Account payment:
 - (a) You declare that You are authorised to use the Nominated Card or Nominated Account to meet Your payment obligations under these TfNSW E-Toll Terms and Conditions;
 - (b) You must ensure that Your financial institution can support Direct Debit on the Nominated Account (for Nominated Accounts); and
 - (c) You authorise TfNSW to debit amounts from, or credit funds to, the Nominated Card or Nominated Account from time to time in respect of Tolls and Fees and other amounts payable to, or from, TfNSW under these TfNSW E-Toll Terms and Conditions.
- 3.4 TfNSW will debit the applicable Top-Up Amount from the Nominated Card or Nominated Account when Your E-Toll Account Balance reaches the Payment Trigger Amount.
- 3.5 If Your E-Toll Account has been opened for an eMU Pass, TfNSW will debit an amount from the Nominated Card when the Tolls and Fees incurred have reached the Payment Trigger Amount and at the expiration date of your eMU Pass, reduce the balance due to zero.
- 3.6 If there are insufficient funds available in the Nominated Card or Nominated Account to meet Your payment obligations under these TfNSW E-Toll Terms and Conditions or a transaction on the Nominated Card or Nominated Account is declined for any reason, You may be charged an amount by the issuer of the Nominated Card or Nominated Account.
- 3.7 If:
 - (a) the Nominated Card or Nominated Account is cancelled, suspended or is otherwise not useable;
or
 - (b) the Nominated Card Holder cancels Your authorisation to use the existing Nominated Card,
You must immediately provide TfNSW with details for an alternative Nominated Card or Nominated Account that can be used to meet Your obligations under these TfNSW E-Toll Terms and Conditions, and authority for TfNSW to debit from the alternative Nominated Card or Nominated Account in accordance with these TfNSW E-Toll Terms and Conditions.
- 3.8 You may use cash, cheque, or money order at any Service NSW Centre to make payment on Your E-

Toll Account if that payment method is available for Your E-Toll Account.

- 3.9 If TfNSW receives payment in connection with Your E-Toll Account and the payment (or any part of it) is reversed or becomes ineffective for any reason, TfNSW is entitled to reverse any credit to Your E-Toll Account.

4 ERRORS IN CHARGING TOLLS AND FEES

- 4.1 If TfNSW incorrectly credits You with or incorrectly pays You an amount in connection with Your E-Toll Account, TfNSW may recover that amount from You provided that TfNSW has given You 10 days prior notice of its intention to do so.
- 4.2 If You believe that TfNSW has incorrectly charged You Tolls and/or Fees, You must notify TfNSW immediately and no later than 90 days from receipt of Your E-Toll Account Statement, under clause 18.4. If TfNSW determines that a credit or refund is due to You in connection with Your E-Toll Account, TfNSW will provide the credit or refund to You by such method as TfNSW may reasonably choose, within a reasonable time after determining that a credit or refund is due to You.
- 4.3 If You raise a chargeback dispute with the financial institution administering Your Nominated Card or Bank Account regarding the payment of Tolls or Fees for Your E-Toll Account, TfNSW may contact You about that chargeback dispute. If You agree (either verbally or in writing) that the relevant charge was legitimate, TfNSW will request that You contact Your financial institution to withdraw the chargeback dispute within 1-2 Business Days. If You fail to cancel the chargeback dispute in these circumstances, TfNSW will debit from Your Nominated Card or available E-Toll Account Balance:
- (a) the relevant Tolls and Fees that were in dispute; and
 - (b) any "chargeback fee" (or similar fees) incurred by TfNSW resulting from the chargeback dispute in question.

5 E-TOLL ACCOUNT STATEMENT

- 5.1 There may be delays in toll road operators informing TfNSW of Trips. Accordingly:
- (a) Your E-Toll Account Statement may not show all Your Trips for the relevant statement period. TfNSW will include in Your next E-Toll Account Statement any Trips that were not shown in the relevant period; and
 - (b) the balance shown on Your E-Toll Account Statement may not match the balance shown on Your E-Toll Account. To verify Your E-Toll Account Balance, log in to Your E-Toll Account or call 13 18 65 during Contact Centre Hours after Your E-Toll Account Statement has been generated.
- 5.2 If You request that TfNSW provide a E-Toll Account Statement to You by post, You will be charged the applicable Statement Fee.
- 5.3 If You request a replacement E-Toll Account Statement, You will be charged the applicable Statement Fee for the delivery method selected by You (if that method is available).

6 ADDITIONAL TERMS FOR TAGS

- 6.1 If Your E-Toll Account has been opened for a Tag, TfNSW will issue You with a Tag, and You must:
- (a) ensure that the Tag is installed in accordance with the instructions provided to ensure that it operates correctly (if You fail to install the Tag correctly, You may be charged a Video Matching Fee); and

- (b) not deface the Tag (or otherwise alter its physical appearance in any way), sell the Tag, or the right to use it. However, You may permit it to be used in any Vehicle (and You will be responsible for all Tolls and Fees incurred by its use in such Vehicles in accordance with these TfNSW E-Toll Terms and Conditions).
- 6.2 Clause 9 applies in circumstances where the Tag is lost or stolen, or the Tag malfunctions or is in any way defective.
- 6.3 The Tag remains the property of TfNSW at all times, and You are responsible for any theft of, or damage to, the Tag issued to You.
- 6.4 If requested by TfNSW, You must promptly return the Tag to TfNSW in good condition and working order by post (with a tracking number) or in person at any Service NSW Centre. Otherwise, You will be charged the Tag Non-Return Fee and/or Tag Damaged Fee.

7 ADDITIONAL TERMS FOR EMU PASS

- 7.1 If Your E-Toll Account has been opened for an eMU Pass, Your E-Toll Account can only be used to pay Tolls and Fees incurred during Your Pass Period. You must nominate the Start Time (this can be backdated up to 72 hours) and End Time (this can be a future date and time) at the time of opening Your eMU Pass.
- 7.2 You must ensure that you have entered the correct Vehicle details, Start Date, Start Time, End Date and End Time, as You will be liable for all Tolls and Fees for the Vehicle in that period (and Your E-Toll Account for an eMU Pass will only be able to be used to pay Tolls and Fees for the Vehicle in that period).
- 7.3 If Your E-Toll Account has been opened for an eMU Pass, TfNSW will charge You a Video Processing Fee for each Trip recorded against Your eMU Pass.
- 7.4 You may have up to 2 Vehicles linked to Your eMU Pass at any time during Your Pass Period if Your second Vehicle is a caravan or trailer.
- 7.5 Without limiting clause 7.2, You may only request a change to:
- (a) the details of Your Vehicle before Your End Date and End Time;
 - (b) bring forward Your End Date and End Time before the original End Date and End Time; or
 - (c) Your nominated payment method details.

8 ADDITIONAL TERMS FOR ERIDER

- 8.1 If Your E-Toll Account has been opened for an ERider account (this account is only available for vehicles that are motorcycles), TfNSW will charge you:
- (a) an initial ERider Account Keeping Fee when Your E-Toll Account is opened;
 - (b) an ERider Account Keeping Fee each subsequent quarter. This ERider Account Keeping Fee will be charged on the same day of each such calendar quarter (on the day the account was opened) unless You close Your E-Toll Account before that time; and
 - (c) payment of Your ERider Account Keeping Fee entitling You to use Your Vehicle to make unlimited trips on the Sydney Harbour Bridge and/or Sydney Harbour Tunnel without paying any Tolls during the relevant calendar quarter. Payment for tolls on other toll roads will be deducted from Your E-Toll Account Balance.

- 8.2 Without limiting clause 8.1(b), if Your E-Toll Account has been opened for an ERider account and You fail to:
- (a) pay the ERider Account Keeping Fee, Tolls on the Sydney Harbour Bridge and/or Sydney Harbour Tunnel will be deducted from Your available E-Toll Account Balance; and
 - (b) maintain a positive E-Toll Account Balance, Your E-Toll Account will be suspended and unavailable for use (except for travel on the Sydney Harbour Bridge and Sydney Harbour Tunnel, where the ERider Account Keeping Fee has been paid) until Your E-Toll Account is returned to a positive balance. If Your E-Toll Account is suspended, TfNSW will continue to charge You an ERider Account Keeping Fee under clause 8.1(b) and continue to attempt to collect all amounts outstanding on Your E-Toll Account. Travel on other toll roads whilst your account is suspended will result in the issuance of a Toll Notice.
- 8.3 TfNSW may refuse to open any additional accounts with You if Your E-Toll Account is not returned to a positive balance or the ERider Account Keeping Fee payment is not made.

9 SOLD OR STOLEN VEHICLES AND LOST, STOLEN OR MALFUNCTIONING TAGS

- 9.1 You must immediately inform TfNSW if either of the following occurs:
- (a) Your E-Toll Account has been opened for a Tag, and the Tag is lost or stolen, or You become aware that the Tag malfunctions or is in any way defective; or
 - (b) Your Vehicle is sold or stolen.
- 9.2 If You inform TfNSW that the Tag is malfunctioning or is in any way defective:
- (a) Your E-Toll Account can still be used to pay Tolls and Fees in accordance with these TfNSW E-Toll Terms and Conditions, and You will continue to be liable for Tolls and Fees incurred (You may be charged a Video Matching Fee in these circumstances until a replacement Tag is installed); and
 - (b) TfNSW will, where the Tag is, in fact, malfunctioning or defective (as determined by TfNSW, acting reasonably), provide You with a replacement Tag. This Tag will be provided to You free of charge unless the malfunction or defect was caused by You, in which case You will be charged the Tag Damaged Fee.
- 9.3 If You inform TfNSW that the Tag is lost or stolen, or Your Vehicle is stolen:
- (a) You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed TfNSW (and TfNSW will disconnect the Tag); and
 - (b) TfNSW will,
 - i. where the Tag or Vehicle is stolen, and You provide a police event number, not charge You the Tag Non-Return Fee; and
 - ii. where the Tag is lost, provide You with a replacement Tag, and charge You the Tag Non-Return Fee.
- 9.4 You will not be liable for Tolls and Fees incurred by a Vehicle that you have sold from the time that You have requested that the LPN of Your Vehicle be removed from Your E-Toll Account (as specified in clause 10.1).

10 CHANGES TO VEHICLE LPNS

- 10.1 You must have at least one vehicle linked to Your E-Toll Account at all times and advise TfNSW if there is any change to Your Vehicle details. You agree:
- (a) to immediately remove Your LPN from Your E-Toll Account (or request TfNSW to remove Your LPN) if a Vehicle carrying Your LPN is sold or if the relevant number plates are surrendered to Service NSW;
 - (b) that if you fail to take the action described in clause 10.1(a), TfNSW will not be liable to reimburse You for any relevant Tolls and Fees charged to Your E-Toll Account until the time You have removed or requested that TfNSW remove the LPN from Your E-Toll Account. Advising Service NSW of the sale or transfer of Your Vehicle does not constitute notice to TfNSW that Your E-Toll Account is closed or that a Vehicle is no longer to be registered to Your E-Toll Account; and
 - (c) that it is Your responsibility to ensure that the details entered when adding a vehicle to Your E-Toll Account are correct, as you will be liable for all future Tolls and Fees incurred by the Vehicle You have added to Your E-Toll Account.

11 CLOSING YOUR E-TOLL ACCOUNT

- 11.1 You may close Your E-Toll Account at any time by notifying TfNSW under clause 18.4. If Your E-Toll Account has been opened for an eMU Pass, the closure will take effect at the end of Your Pass Period.
- 11.2 If Your account is a business account, the account closure request must be in writing and signed by the primary account holder.
- 11.3 TfNSW may close Your E-Toll Account (including by discontinuing a type of E-Toll Account) at any time by giving You 10 days' prior notice.
- 11.4 TfNSW may also suspend Your E-Toll Account immediately without notice to You where TfNSW considers it to be reasonable to do so (and TfNSW will notify You of the suspension within a reasonable time).
- 11.5 If Your E-Toll Account was opened for an ERider and it is closed, E-Toll will refund the remaining ERider Account Keeping Fee, prorated for that quarter.
- 11.6 If Your E-Toll Account is closed and it was opened for a Tag, within 15 Business Days You must return the Tag(s) to TfNSW in good condition and working order by post (with a tracking number) or in person at any Service NSW Centre. Otherwise, You will be charged the Tag Non-Return Fee for each Tag on Your E-Toll Account.
- 11.7 If, when Your E-Toll Account is closed:
- (a) there is an outstanding balance due on Your E-Toll Account, TfNSW will collect this amount from Your E-Toll Account Balance and/or payment method applicable to Your E-Toll Account; or
 - (b) there is a credit balance on Your E-Toll Account, TfNSW will return the credit balance to You within a reasonable time after 31 days have passed since the closure of Your E-Toll Account.
- 11.8 There may be delays in toll road operators informing TfNSW of Trips. Accordingly, if, after Your E-Toll Account is closed, a Toll Notice is issued for a Trip on a date before Your E-Toll Account's closure, You may request that TfNSW process that Trip using Your E-Toll Account. TfNSW will agree to process such Trips if You notify TfNSW of the relevant Trip within 31 days of Your E-Toll Account's closure.

12 ADDITIONAL TERMS FOR VETERAN GOLD CARD HOLDERS, VEHICLES MODIFIED WITH HAND CONTROLS FOR A DISABLED DRIVER AND PENSIONER CONCESSION CARD HOLDERS

- 12.1 If You have a current Veteran Gold Card or Your Vehicle is modified with hand controls for a disabled driver, and You apply for an E-Toll Tag account or E-Toll Tagless account:
- (a) You may be exempt from some Fees relating to an E-Toll Tag account or E-Toll Tagless account, as set out in the Schedule of Fees and Payment Methods;
 - (b) You can use Your Vehicle to make unlimited trips on the Sydney Harbour Bridge and/or Sydney Harbour Tunnel without paying any tolls. You must, however, pay all Tolls incurred by Your Vehicle on all other toll roads in accordance with these TfNSW E-Toll Terms and Conditions; and
 - (c) You are required to open Your E-Toll Account at a Service NSW Centre and:
 - i. show Your Veteran Gold Card, or
 - ii. provide a copy of Your registration papers showing the "87 condition" recorded against Your Vehicle.
- 12.2 Clauses 12.1(a) and 12.1(b) apply to only one Vehicle and one Tag registered to Your E-Toll Account.
- 12.3 If You have a current Pensioner Concession Card showing a NSW address, and You register for an E-Toll Tag account or E-Toll Tagless account:
- (a) You may be exempt from some Fees relating to a Tag account or Tagless account, as set out in the Schedule of Fees and Payment Methods; and
 - (b) You are required to open Your E-Toll Account at a Service NSW Centre and show Your Pensioner Concession Card. The Pensioner Concession Card must be in the same name as Your E-Toll Account.

13 CHANGES TO THESE TfNSW E-TOLL TERMS AND CONDITIONS

- 13.1 Subject to Your rights under clause 11.1, TfNSW may change the TfNSW E-Toll Terms and Conditions (including any amount, fee or deposit) by providing You with a copy of the changed TfNSW E-Toll Terms and Conditions (or an extract of the TfNSW E-Toll Terms and Conditions showing the relevant changes):
- (a) at the same time that Your E-Toll Account Statement is issued to You; or
 - (b) at any other time via Your preferred notification channel.
- 13.2 Changes to the TfNSW E-Toll Terms and Conditions will apply from the date stated on the changed TfNSW E-Toll Terms and Conditions (or the extract of the TfNSW E-Toll Terms and Conditions showing the relevant changes), or the date that is 10 Business Days after the notice is taken to have been received by You in accordance with clause 18.6(a), whichever occurs later.
- 13.3 TfNSW may also change the TfNSW E-Toll Terms and Conditions (including any amount, fee or deposit) where TfNSW reasonably determines those changes are favourable to, or have no material effect on, You with immediate effect by publishing the changed TfNSW E-Toll Terms and Conditions on the TfNSW website (<https://www.myetoll.transport.nsw.gov.au/>) without the need to notify You.
- 13.4 You can request TfNSW to send You a copy of this document by calling 13 18 65 during Contact Centre Hours.

14 PRIVACY CONSENT AND AGREEMENT

- 14.1 TfNSW must comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.

- 14.2 Clauses 15, 16 and 17 of these TfNSW E-Toll Terms and Conditions contain consents and declarations from You concerning E-Toll Information collected from You and third parties to enable TfNSW and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to TfNSW, but if You do not, TfNSW will not provide the E-Toll Account to You. TfNSW will hold Your Personal Information as detailed in the Privacy Notice that can be found at <https://www.myetoll.transport.nsw.gov.au/collections-notice>.
- 14.3 To access or amend your personal information or make a privacy complaint, please see <https://www.transport.nsw.gov.au/about-us/transport-privacy> or call 132 213.

15 PRIVACY CONSENTS GIVEN BY YOU

- 15.1 In exchange for TfNSW providing Your E-Toll Account, You consent to and authorise:
- (a) collection of E-Toll Information by any Authorised Information Recipient from any person (including from video or camera surveillance of toll roads conducted by TfNSW or third parties for traffic management or toll violation enforcement purposes);
 - (b) use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
 - (c) disclosure of E-Toll Information in online accounts accessible to any person with access to Your E-Toll Account number, surname and online account password; and
 - (d) TfNSW sending You emails and SMS' in connection with the Permitted Purposes.

16 PRIVACY DECLARATIONS MADE BY YOU

- 16.1 You declare that:
- (a) before disclosing any information to TfNSW about an Individual, You have obtained their consent to the matters in clause 15;
 - (b) all information You provide to TfNSW about You or any Individual is or will be accurate, complete, and up-to-date and will not be false or misleading; and
 - (c) anyone that has access to Your E-Toll Account number, surname and online account password is authorised by You to access Your E-Toll Account.

17 YOUR OBLIGATION TO NOTIFY

You must notify TfNSW immediately by telephone of any changes to the information You have provided to TfNSW about You or any Individual in connection with Your E-Toll Account.

18 GENERAL

- 18.1 New South Wales laws govern these TfNSW E-Toll Terms and Conditions.
- 18.2 Unless otherwise indicated, all Tolls and Fees are inclusive of GST. If GST is stated as not to be inclusive, You are liable for any GST payable.
- 18.3 You must notify TfNSW at the earliest possible time if Your name, address or contact details change.
- 18.4 You may contact TfNSW via <https://www.myetoll.transport.nsw.gov.au/> or by calling 13 18 65 during Contact Centre Hours. In certain circumstances, You may be required to provide written notice to

TfNSW. Where You give written notice to TfNSW, such notice will be effective upon receipt by TfNSW.

18.5 TfNSW may give notice under these TfNSW E-Toll Terms and Conditions (including clauses 4, 11.3 or 13) to You by email, SMS or in writing to Your nominated address.

18.6 TfNSW' notice will be taken to have been received by You in the following timeframes:

- (a) in respect of notices given under clause 13, 6 Business Days after the notice is given by TfNSW (irrespective of the method of delivery); and
- (b) in respect of all other notifications:
 - i. for postal notifications – 6 Business Days after the notification has been posted by TfNSW;
 - ii. for email notifications – 1 Business Day after the notification has been sent by TfNSW; and
 - iii. for SMS notifications – 1 Business Day after the notification has been sent by TfNSW.

18.7 No interest is payable by TfNSW to You in connection with any payment You make. TfNSW is entitled to keep any interest earned on the balances maintained in Your E-Toll Account.

18.8 TfNSW may assign, novate, charge, encumber or otherwise deal with any of TfNSW' rights or obligations under these TfNSW E-Toll Terms and Conditions without obtaining Your consent.

18.9 You are responsible for claiming any entitlements You may have under the M5 South-West Cashback Scheme, the LTRVTR Rebate and/or any other scheme or rebate separately to Your E-Toll Account. Lodging claims or arranging payment under any scheme or rebate is not part of the E-Toll Account offered by TfNSW. Find out more about the [M5 South-West Cashback Scheme](#) and the [LTRVTR Rebate](#), or direct enquiries to TfNSW on 1300 133 310. You expressly acknowledge that You have no rights against TfNSW or E-Toll in relation to the M5 South-West Cashback Scheme, the LTRVTR Rebate and/or any other scheme or rebate.

18.10 If and to the extent any other person is in lawful control of a Vehicle containing a Tag issued in connection with Your E-Toll Account, You must take such steps as are necessary to comply with the *Surveillance Devices Act 2007* (NSW), the *Workplace Surveillance Act 2005* (NSW) and any similar legislation as amended from time to time.

19 INTERPRETATION

19.1 Any reference to "\$" is a reference to Australian dollars.

19.2 The word "includes" in any form is not a word of limitation.

19.3 A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.

19.4 Nothing in these TfNSW E-Toll Terms and Conditions is intended to exclude, limit, or modify any rights You may have under the Australian Consumer Law.

20 DEFINITIONS

In these TfNSW E-Toll Terms and Conditions, except where the context otherwise requires:

“Associated Permitted Entities” means TfNSW' suppliers, agents, distributors and contractors concerning any Permitted Purposes and includes without limitation Service NSW and any person authorised by TfNSW to issue, sell or administer tags.

“Australian Consumer Law” means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

“Authorised Information Recipient” means TfNSW and each Authorised Representative and Intended Recipient.

“Authorised Representative” means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Account.

“Business Day” means any day other than:

- (a) a Saturday, Sunday, or public holiday in New South Wales; or
- (b) 27, 28, 29, 30 or 31 December.

“Clearing House” means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any combinations of these.

“Contact Centre Hours” means Monday to Friday 8.30 am to 5.00 pm, and Saturday 8.30 am to midday, excluding public holidays.

“Direct Debit” means a direct debit authorisation that You provide to TfNSW for the payment of all Tolls and Fees.

“eMU Pass” means the TfNSW casual pass provided to You to enable the payment of Tolls.

“End Date” or **“End Time”** means the date or time (as applicable) Your eMU Pass ends.

“ERider” means the motorcycle specific TfNSW tolling product provided to You to enable the payment of Tolls by electronic means.

“ERider Account Keeping Fee” means the fee so titled as set out in the Schedule of Fees and Payment Methods.

“E-Toll Account” means an account opened by You with TfNSW that enables You to pay Tolls and Fees incurred by You or Your Vehicle in accordance with these TfNSW E-Toll Terms and Conditions.

“E-Toll Account Balance” means the balance of Your E-Toll Account.

“E-Toll Account Statement” means the statement provided by TfNSW to You under clause 5.2 or any replacement statement provided under clause 5.3.

“E-Toll Information” means any information relating to You or Your E-Toll Account, Vehicle, the location of an E-Toll Account or Vehicle at any time, the direction of travel, or video or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about:

- (a) You; or
- (b) any Individual,

including a name, address, phone number, email address, drivers licence number, age, E-Toll Account number, Vehicle information, billing or financial information, Nominated Card, Nominated Account, E-Toll Account and other Personal Information contained in the video or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by TfNSW or obtained by TfNSW from third parties.

“E-Toll System” means the entire system relating to electronic tolling operated by TfNSW, any operator of a toll road or any Tag Issuer or Pass Issuer.

“Fees” means each of the fees and costs (and any taxes applicable to them) described in these TfNSW E-Toll Terms and Conditions.

“GST” has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Individual” means any individual, including any Authorised Representative and Nominated Card Holder.

“Intended Recipients” means the following parties both within and outside NSW:

- (a) Associated Permitted Entities;
- (b) Tag Issuers;
- (c) Pass Issuers;
- (d) any bank, financial institution, or Clearing House;
- (e) TfNSW' professional advisers, including legal advisers, accounting advisers and other professional advisers;
- (f) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors concerning motor vehicle accidents;
- (g) owners and other operators of toll roads; and
- (h) persons providing services to any of the entities set out in (a) to (g).

"License Plate Number" or "LPN" means the combination of numbers, letters or numbers and letters, and the State of registration on the number plate of Your Vehicle, as assigned to that Vehicle by the relevant vehicle registration authority.

"LTRVTR Rebate" means the rebate introduced by the NSW Government, whereby NSW residents are able to claim back from the NSW Government the difference between Class B and Class A tolls (exclusive of GST) paid by the resident and capped at 8 toll trips per monthly billing period, for using an eligible large recreational vehicle registered for private, pension or charitable purposes on all Sydney toll roads, except the Sydney Harbour Bridge and Sydney Harbour Tunnel.

"M5 South-West Cashback Scheme" means the scheme introduced by the NSW Government on 1 January 1997, whereby NSW residents are able to claim back from the NSW Government the value of tolls (exclusive of GST) paid by the resident for using a vehicle registered for private, pension or charitable purposes on the M5 South-West Motorway.

"Nominated Account" means a valid deposit account held at a financial institution nominated by You and accepted by TfNSW as the payment source for all Tolls and Fees.

"Nominated Card" means a valid:

- (a) credit card; or
- (b) Visa or MasterCard® branded debit card,

nominated by You as the payment source for all Tolls and Fees.

"Nominated Card Holder" means a person other than You who holds a Nominated Card. A Nominated Card Holder may themselves elect at any time to cancel Your authorisation to use the existing Nominated Card, in which case clause 3.7 will apply.

"Pass Issuer" means a toll road operator or other entity that issues pass products for the casual use of the E-Toll System.

"Pass Period" means the period of up to 30 days commencing on the Start Date at the Start Time and finishing on the End Date at the End Time.

"Pensioner Concession Card" means a pensioner concession card issued by the Australian Government's Services Australia.

"Permitted Purposes" means any one or more of:

- (a) facilitating the use of and carrying out functions and activities relating to:
 - i. tolls and their enforcement, including without limitation issuing tags, credit checking,

- administration, and debt collection processes of TfNSW and third parties;
 - ii. the E-Toll System;
 - iii. any cashback system;
 - iv. Your E-Toll Account;
 - v. verification of Your application for an E-Toll Account (including verifying the details of a Nominated Card Holder);
 - vi. obtaining feedback about the E-Toll System and Your E-Toll Account; and
 - vii. analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) sending You information and notifications about the status of Your E-Toll Account (including Your E-Toll Account Balance), and information and promotional material concerning the E-Toll System or Your E-Toll Account including any customer account updates and improvements or different product options that are or are proposed to be, offered by TfNSW in connection with Your E-Toll Account from time to time;
- (c) auditing of the E-Toll System;
- (d) law enforcement;
- (e) the enforcement of a law imposing a monetary penalty;
- (f) the protection of the public revenue;
- (g) road safety;
- (h) for TfNSW or Service NSW to calculate Your entitlement to free vehicle registration based on tolls You have paid;
- (i) obtaining advice and professional services on a confidential basis;
- (j) market research and statistical analysis;
- (k) other purposes related or incidental to the purposes listed above; and
- (l) such other purposes as are permitted by law,

in each case both within and outside NSW.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

“Privacy Laws” means the privacy laws that apply to TfNSW from time to time, including the *Privacy and Personal Information Protection Act 1998* (NSW) for so long as it applies to TfNSW and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information that apply to TfNSW.

“Schedule of Fees and Payment Methods” means the document so titled that forms part of these TfNSW E-Toll Terms and Conditions and sets out (among other things):

- (a) the type and amount of the fees that apply to Your E-Toll Account; and
- (b) the methods of payment available for Your E-Toll Account, as updated by TfNSW from time to time.

“Start Date” or **“Start Time”** means the date or time (as applicable) Your eMU Pass starts.

“Statement Fee” means the fee charges for a posted statement or replacement statement (via email or post).

“Tag” means the TfNSW device(s) provided to You to enable the payment of Tolls by electronic means.

“Tag Damaged Fee” means the fee so titled as set out in the Schedule of Fees and Payment Methods.

“Tag Issuer” means a toll road operator who issues tags or an entity that does not operate a toll road but issues tags for the purpose of electronic tolling.

“Tag Non-Return Fee” means the fee so titled as set out in the Schedule of Fees and Payment Methods.

“TfNSW” means Transport for NSW (ABN 18 804 239 602).

“TfNSW E-Toll Terms and Conditions” means these TfNSW E-Toll Terms and Conditions, including the Schedule of Fees and Payment Methods, as varied from time to time in accordance with clause 13.

“Toll” means all toll charges imposed by the operator of a toll road for each Trip taken by You or Your Vehicle.

“Toll Notice” means a request for payment (or further request for payment) which may include tolls payable by You and any applicable fees.

“Tolls and Fees” means all Tolls and Fees and any other payments, amounts or charges referred to in these TfNSW E-Toll Terms and Conditions.

“Top-up Amount” means:

- (a) in respect of manual E-Toll Accounts, an amount determined by You from time to time; or
- (b) in respect of auto E-Toll Accounts, a minimum amount determined by TfNSW (acting reasonably),

that you are required to pay to ensure that Your E-Toll Account has a positive balance.

“Top-up Trigger” or **“Payment Trigger Amount”** means the amount at which Your automatic payment will be triggered.

“Trip” means the driving of a Vehicle past a toll collection point.

“Vehicle” or **“Your Vehicle”** means the vehicle(s) registered to Your E-Toll Account and, where Your E-Toll Account is a Tag account, such other vehicles that may use the Tag.

“Veteran Gold Card” means a Veteran gold card issued by the Australian Government Department of Veterans’ Affairs.

“Video Matching Fee” means the fee so titled as set out in the Schedule of Fees and Payment Methods.

“Video Processing Fee” means the fee so titled as set out in the Schedule of Fees and Payment Methods.

“You” or **“Your”** refers to the person(s) who have agreed to be bound to these TfNSW E-Toll Terms and Conditions.

21 SCHEDULE OF FEES AND PAYMENT METHODS

Conditions	E-Toll Tag	E-Toll Tagless	eMU Pass	ERider
Coverage	Travel on any toll road in Australia.	Travel on any toll road in Australia.	Travel on any toll road in Sydney.	Travel on any toll road in Australia.
Duration	Indefinite (from account opening date until closure).	Indefinite (from account opening date until closure).	Between 1 hour and 30 days.	Indefinite (from account opening date until closure).
Payment methods	<p>Auto Credit or debit card¹ or Direct Debit only².</p> <p>Manual Credit or debit card¹ (by phone) Cash Cheque Money order Eftpos (in person at a Service NSW Centre).</p> <p>¹Credit card payments may incur a merchant fee. TfNSW E-Toll also accepts Visa/MasterCard[®] debit card.</p> <p>² A Direct Debit Authority Form will need to be completed.</p>	<p>Auto Credit or debit card¹ or Direct Debit only².</p> <p>Manual Credit or debit card¹ (by phone) Cash Cheque Money order Eftpos (in person at a Service NSW Centre).</p> <p>¹Credit card payments may incur a merchant fee. TfNSW E-Toll also accepts Visa/MasterCard[®] debit card.</p> <p>² A Direct Debit Authority Form will need to be completed.</p>	<p>Auto Credit or debit card¹ only.</p> <p>¹Credit card payments may incur a merchant fee. TfNSW E-Toll also accepts Visa/MasterCard[®] debit card.</p>	<p>Auto Credit or debit card¹ or Direct Debit only².</p> <p>¹Credit card payments may incur a merchant fee. TfNSW E-Toll also accepts Visa/MasterCard[®] debit card.</p> <p>² A Direct Debit Authority Form will need to be completed.</p>

Conditions	E-Toll Tag	E-Toll Tagless	eMU Pass	ERider
Registration Fee	N/A	\$1.50 (online) \$3.30 (by phone or in person at a Service NSW Centre). Concession Holders \$1.50 (in person at a Service NSW Centre).	\$1.50 (online) \$3.30 (by phone or in person at a Service NSW Centre).	
E-Rider Account Keeping Fee	N/A	N/A	N/A	\$90 per quarter <i>(The fee will be charged on the same day of each such calendar quarter from the day the account was opened).</i>
Opening balance	\$25	\$25	N/A	\$25 <i>(For trips on toll roads other than Sydney Harbour Bridge and Sydney Harbour Tunnel).</i>
Minimum Top-up Amount	Auto \$25 Your Top-up Amount is the amount that is debited from Your Nominated Card or Nominated Account when the Top-up Trigger is reached. Manual \$10 The minimum amount You are required to pay when the Top-up Trigger is reached. <i>This amount may be increased at Your request.</i>	Auto \$25 Your Top-up Amount is the amount that is debited from Your Nominated Card or Nominated Account when the Top-up Trigger is reached. Manual \$10 The minimum amount You are required to pay when the Top-up Trigger is reached. <i>This amount may be increased at Your request.</i>	N/A	Auto \$25 Your Top-up Amount is the amount that is debited from Your Nominated Card or Nominated Account when the Top-up Trigger is reached. <i>This amount may be increased at Your request.</i> Manual N/A <i>Except when the final closing balance is a negative amount</i>

Conditions	E-Toll Tag	E-Toll Tagless	eMU Pass	ERider
Minimum Top-up Trigger	<p>Auto \$15</p> <p>The amount at which Your auto payment top-up will be triggered.</p> <p>Manual \$15</p> <p>A low balance notification will be issued when Your E-Toll Account balance falls below this amount.</p> <p><i>This amount may be increased at Your request.</i></p>	<p>Auto \$15</p> <p>The amount at which Your auto payment top-up will be triggered.</p> <p>Manual \$15</p> <p>A low balance notification will be issued when Your E-Toll Account balance falls below this amount.</p> <p><i>This amount may be increased at Your request.</i></p>	<p>-\$5</p> <p>Payment will be taken when the amount owing is \$5 or greater to reduce the account balance to \$0.</p>	<p>Auto \$15</p> <p>The amount at which Your auto payment top-up will be triggered.</p> <p><i>This amount may be increased at Your request.</i></p>
Motorcycles	This product is not available for motorcycles.	This product is not available for motorcycles.	This product is not available for motorcycles.	Motorcycles ONLY .
Tag Delivery	Your Tag(s) will be delivered to Your nominated address we have on file. Any Video Matching Fee incurred within 14 days from the date of account activation will be re-credited to Your E-Toll Account Balance within 30 days of account opening.	N/A	N/A	N/A

Additional Fees and Charges

Fee	E-Toll Tag	E-Toll Tagless	eMU Pass	ERider
E-Toll Account Statement - email	Free monthly or quarterly statement.	Free monthly or quarterly statement.	Free monthly or quarterly statement.	Free monthly or quarterly statement.
E-Toll Account Statement - post	\$2.20 per monthly and quarterly statement. <i>Free for TPI, Disabled and Pensioner accounts.</i>	\$2.20 per monthly and quarterly statement. <i>Free for TPI, Disabled and Pensioner accounts.</i>	\$2.20 Issued after eMU Pass expiry.	\$2.20 per monthly and quarterly statement. <i>Free for TPI, Disabled and Pensioner accounts.</i>
E-Toll Account Statement (replacement) - email	\$2.20 per statement.	\$2.20 per statement.	\$2.20 per statement.	\$2.20 per statement.
E-Toll Account Statement (replacement) - post	\$5.50 per statement.	\$5.50 per statement.	\$5.50 per statement.	\$5.50 per statement.
Tag Damaged Fee	\$40	N/A	N/A	N/A
Tag Non-Return Fee (Tag is not returned, lost or stolen)	\$40	N/A	N/A	N/A
Toll Notice Fee	Variable as charged by the toll road operator.	Variable as charged by the toll road operator.	Variable as charged by the toll road operator.	Variable as charged by the toll road operator.
Video Matching Fee (contact the relevant toll road operator for applicable fees)	Variable as charged by the toll road operator.	Variable as charged by the toll road operator.	N/A	N/A
Video Processing Fee	N/A	N/A	\$0.75 for each Trip.	N/A

22 BANKING DETAILS

Transactions made to TfNSW E-Toll will appear on Your bank account as **E-Toll Payment**.