

# Application for an E-way® Tag Commercial Account

**Return to: Interlink Roads Pty Limited  
Private Bag 78, MOOREBANK NSW 1875**



## PLEASE COMPLETE IN BLACK OR BLUE PEN ONLY

The applicant applies for an E-way® tag Commercial Account with Interlink Roads Pty Limited  
A.B.N. 53 003 845 430. The Applicant's estimate of the monthly usage of the E-way tag is \$1000 or more.  
The Applicant agrees to the conditions of this application form.

Company Name \_\_\_\_\_  
*(max 35 characters)*

ABN 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

ACN 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Mr/Mrs/Ms/Dr First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Password \_\_\_\_\_

Street Address \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

*(If different to street address)*

Postal Address \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

Estimated toll usage: \$ 

--	--	--	--	--	--

 . 

0	0
---	---

 per month. (Minimum \$1000)

Your Industry type: \_\_\_\_\_

## Additional Authorities

Please provide the details of any additional authorities that may be required to access this account.

Mr/Mrs/Ms/Dr First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Password \_\_\_\_\_

Mr/Mrs/Ms/Dr First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Password \_\_\_\_\_

*(Please check at least one contact is on this application)*

# Application for an E-way<sup>®</sup> Tag Commercial Account

## Trade References:

**1**

Company Name \_\_\_\_\_

**Contact Person**

Mr/Mrs/Ms/Dr First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

**2**

Company Name \_\_\_\_\_

**Contact Person**

Mr/Mrs/Ms/Dr First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

### What Class is your vehicle

When using an E-way tag you need to select the class of tag for the vehicle the tag will be used in. There are two classes of tags:-

**Class 2** – Vehicles with 2 axles not over 2.8 metres in height or vehicles with 3 axles not over 2 metres in height – usually cars, light trucks and cars with low trailers.

**Note: If you use a class 2 tag and your vehicle is classed as a class 4 vehicle your licence plate number will be photographed and you will receive a violation notice.**

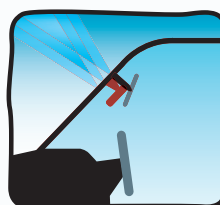
**Class 4** – Vehicles not meeting class 2 requirements – usually trucks, buses.

**Note: Class 4 tags must only be used in a class 4 vehicle – if a class 4 tag is used in a class 2 vehicle the class 4 toll amount will be charged.**

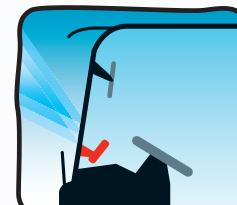
A deposit of \$40 per E-way tag will be debited to your account.

**Account administration charge per month \$11.00**

Class	No.	Windscreen type	
		Sloped	Straight
<b>2 = Cars</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4 = Trucks</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Sloped windscreen



Straight windscreen

Applicant consents to enquiries being made from time to time to credit reporting agencies and the trade references concerning the Applicant's credit worthiness. The Applicant consents to information being provided to credit reporting agencies and other credit providers.

**Please note that under Clause 5.2 of the Commercial Terms and Conditions, you must pay the account invoice within 14 days after the date of the invoice by EFT, cheque and/or money order (please contact us for bank details).**

I/We acknowledge and accept the E-way tag Terms and Conditions of Agreement.

Signed for and on behalf of the Applicant by:

Signature

(Sign name)

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

Print name

(Print full name and position held with the Applicant)

who warrants that he/she has the authority to bind the Applicant.

## ETC TAG INFORMATION DETAILS SHEET

Use this form to NAME and GROUP the E-way Tags on your account (if required).

The NAME can be anything that will identify the tag to you as the tag administrator. It may be the name of the driver or licence plate number/fleet number of the vehicle etc.

The GROUP will link tags from different sections together, for example, you may have several tags that are all charged to the sales department and several that are charged to the engineering department. With the GROUP option all the tags for each department DETAILS section on your statement will appear on the statement together with a sub total for each group and a total for the account.

The VEHICLE LICENCE PLATE NUMBER DETAILS will list all the vehicle licence plate numbers of vehicles which may use your account. It is **mandatory** to list all these vehicles and the State in which they are registered. By recording the licence plate number(s) of the vehicle(s) that you may use your tags in, your toll transaction will be processed automatically by matching the licence plate number to your account, even if your tag fails to read. Please note if your tag is not read because your account has been invalidated or the tag is not installed, an additional charge may apply (see Clause 6.3).

<p><b>TAG NUMBER</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Office Use Only  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>GROUP NAME</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 7 characters</p>	<p><b>TAG CLASS</b> <sup>^</sup>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>2 or 4  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>State  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 20 characters</p>
---	---

<sup>^</sup> To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

<p><b>TAG NUMBER</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Office Use Only  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>GROUP NAME</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 7 characters</p>	<p><b>TAG CLASS</b> <sup>^</sup>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>2 or 4  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>State  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 20 characters</p>
---	---

<sup>^</sup> To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

<p><b>TAG NUMBER</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Office Use Only  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>GROUP NAME</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 7 characters</p>	<p><b>TAG CLASS</b> <sup>^</sup>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>2 or 4  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>State  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 20 characters</p>
---	---

<sup>^</sup> To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

<p><b>TAG NUMBER</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Office Use Only  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>GROUP NAME</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 7 characters</p>	<p><b>TAG CLASS</b> <sup>^</sup>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>2 or 4  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>State  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b>  <input style="width: 100%; height: 20px;" type="text"/></p> <p>Maximum 20 characters</p>
---	---

<sup>^</sup> To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

## ETC TAG INFORMATION DETAILS SHEET

<b>TAG NUMBER</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG CLASS</b> <sup>△</sup> <input style="width: 100%; height: 20px;" type="text"/>	<b>NUMBER OF BRACKETS</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b> <input style="width: 100%; height: 20px;" type="text"/>
Office Use Only	2 or 4	Sloped Vertical	Maximum 20 characters
<b>GROUP NAME</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b> <input style="width: 100%; height: 20px;" type="text"/>		
Maximum 7 characters			

<sup>△</sup>To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

<b>TAG NUMBER</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG CLASS</b> <sup>△</sup> <input style="width: 100%; height: 20px;" type="text"/>	<b>NUMBER OF BRACKETS</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b> <input style="width: 100%; height: 20px;" type="text"/>
Office Use Only	2 or 4	Sloped Vertical	Maximum 20 characters
<b>GROUP NAME</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b> <input style="width: 100%; height: 20px;" type="text"/>		
Maximum 7 characters			

<sup>△</sup>To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

<b>TAG NUMBER</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG CLASS</b> <sup>△</sup> <input style="width: 100%; height: 20px;" type="text"/>	<b>NUMBER OF BRACKETS</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b> <input style="width: 100%; height: 20px;" type="text"/>
Office Use Only	2 or 4	Sloped Vertical	Maximum 20 characters
<b>GROUP NAME</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b> <input style="width: 100%; height: 20px;" type="text"/>		
Maximum 7 characters			

<sup>△</sup>To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

<b>TAG NUMBER</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG CLASS</b> <sup>△</sup> <input style="width: 100%; height: 20px;" type="text"/>	<b>NUMBER OF BRACKETS</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b> <input style="width: 100%; height: 20px;" type="text"/>
Office Use Only	2 or 4	Sloped Vertical	Maximum 20 characters
<b>GROUP NAME</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b> <input style="width: 100%; height: 20px;" type="text"/>		
Maximum 7 characters			

<sup>△</sup>To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

<b>TAG NUMBER</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG CLASS</b> <sup>△</sup> <input style="width: 100%; height: 20px;" type="text"/>	<b>NUMBER OF BRACKETS</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>TAG NAME (TIP: USE DRIVER'S NAME OR VEHICLE'S LICENCE PLATE NUMBER)</b> <input style="width: 100%; height: 20px;" type="text"/>
Office Use Only	2 or 4	Sloped Vertical	Maximum 20 characters
<b>GROUP NAME</b> <input style="width: 100%; height: 20px;" type="text"/>	<b>VEHICLE LICENCE PLATE NUMBER (COMPULSORY)</b> <input style="width: 100%; height: 20px;" type="text"/>		
Maximum 7 characters			

<sup>△</sup>To check your vehicle/tag class and/or windscreen bracket type, please see images on page 2.

**Post to E-way Applications, Private Bag 78, MOOREBANK NSW 1875 OR Fax to (02) 9731 0488**

# Commercial Toll account – Terms and conditions

1 February 2017

## 1 Definitions

**"Card"** means the motorcycle card device, or such other similar card device, provided to you to enable the satisfaction of tolls by way of electronic debits to the Toll Account.

**"Electronic Tolling Lane"** means a tolling lane which provides for electronic payment instead of, or as well as, cash payments.

**"Owner"** means Interlink Roads Pty Limited ABN 53 003 845 430 and its businesses known as "E-way" or "SETA".

**"Tag"** means the tag device provided to you to enable the satisfaction of tolls by way of electronic debits to the Toll Account.

**"Terms"** means these terms and conditions, any applicable fees and charges notified to you from time to time and the relevant application.

**"Toll Account"** means an account opened by you with the Owner for the purpose of accounting for tolls, fees and charges (including taxes) incurred by you or on your behalf.

**"you"** means the person or company in whose name the Toll Account is opened (and **"your"** has a corresponding meaning).

## 2 Setting Up a Toll Account

2.1 To open a Toll Account you must:

(a) give the Owner a signed and completed application form, including details of the licence plate number(s) of the vehicle(s) for which the Toll Account is to be applicable; and

(b) if required by the Owner, pay a security deposit to the Owner for each Tag and/or Card provided.

If you fail to do this, your application will not proceed.

2.2 In relation to 2.1(a), you must ensure that the licence plate nominated for your Toll Account:

(a) complies with all applicable laws (including the positioning of the licence plate on the vehicle);

(b) is not obscured or damaged; and

(c) is visible at all times when using an Electronic Tolling Lane.

2.3 You must immediately notify the Owner of any changes to the details supplied in the application form or that are subsequently supplied to the Owner by any other method.

## 3 Provision of Tag(s) and/or Card(s)

3.1 If your application is accepted by the Owner, the Owner will provide you with one or more Tags and/or Cards (as specified in the application form).

3.2 When you obtain a Tag or Card we will register it, and the details provided in your application form, to your Toll Account.

3.3 Tags and/or Cards remain the property of the Owner and you must not sell or otherwise dispose of any Tag and/or Card or the right to use any Tag and/or Card, although you may allow another person to use your Tag and/or Card.

3.4 Any Tag and/or Card provided by the Owner (at any time) must be fitted in accordance with instructions provided with the Tag and/or Card. If a Tag and/or Card is not properly fitted, this may result in the Tag and/or Card not being properly read at the Electronic Tolling Lane. The Owner may recover from you a fee or charge for the resulting toll violation if the Tag and/or Card is not read for any reason, including where it was not properly fitted.

3.5 If you have more than one Tag and/or Card in your vehicle at any time it is your responsibility to ensure that any additional Tag and/or Card is appropriately shielded to avoid being read at the toll. This may require you, for example, to place such additional Tag and/or Card in a metal container or cover it with aluminium foil. If the correctly fitted Tag and/or Card and any other Tag and/or Card in your vehicle is read, notwithstanding any attempt by you to shield such Tag and/or Card, you will be charged the relevant toll on the Toll Account and the Owner will not be liable to reimburse you.

## 4 Operation of Tags and/or Cards and your Toll Account

4.1 Tags and/or Cards may only be used to satisfy tolls, charges or fees on those tollroads advised by the Owner from time to time ("**participating tollroads**") (currently the M2, the M4, the M5, the M7, the Eastern Distributor, the Sydney Harbour Bridge, the Sydney Harbour Tunnel, Cross City Tunnel Melbourne CityLink and the Logan Motorway and the Gateway Bridge in Queensland in the case of Tags and the M4 and the M5 in the case of Cards). Those tollroads may change.

4.2 Each time a vehicle bearing a licence plate nominated for your Toll Account passes through an Electronic Tolling Lane or other toll collection point on a participating tollroad it may be read using photographic, video or optical character recognition technology ("**LPN Technology**"). If the LPN Technology recognises the licence plate nominated for your Toll Account, and a valid Tag is not registered as present in the vehicle, an image of your vehicle and its licence plate number may be collected and recorded. If this occurs, the participating tollroad will register a transaction to your Toll Account and the applicable toll, fees and charges will be debited from your Toll Account. The image may also be used for infringement processing.

4.3 You must notify us if you dispose of any vehicle bearing a licence plate for your Toll Account. If you dispose of a vehicle bearing a licence plate nominated for your Toll Account, you remain responsible for any toll or other

fee or charge charged to your Toll Account until the date the Owner receives the notice that you have disposed of the vehicle. This includes trips between the date you dispose of the vehicle and the date of receipt by the Owner of the notification of disposal of the vehicle.

4.4 Each time a Tag and/or Cards is used for the electronic satisfaction of a toll or any other charge or fee on a participating tollroad, whether by you or anybody else (authorised or not) the Toll Account will be debited with the applicable toll charge or other charge or fee. All tolls, charges and fees include GST (unless otherwise indicated).

4.5 The Owner will provide you with a monthly statement of the Toll Account setting out the payments received and the tolls and other charges or fees incurred. Statements may be provided by the Owner by post, fax or the internet.

4.6 It is your responsibility to check that all items on your statement are correct. If you find any entries that you believe are incorrect you need to notify the Owner in writing stating the reason for your claim. If a claim is not made within six months after the date of the statement on which the item that the claim relates to appears, a charge may be made to investigate the claim.

4.7 Replacement statements are available for a charge.

4.8 The Owner retains trip data in an electronic form for a period of 6 months. Replacement statements for trips which were taken 6 months prior to the date of request may not show the record of the individual trips taken with your Tag(s) and/or Card(s).

## 5 Fees, charges and payment

5.1 The fees and charges associated with your Toll Account current at any time (other than the tolls charged by the participating tollroads), and any change thereof, are made available by the Owner to you from time to time by publishing the fees and charges on the Owner's website.

5.2 You must pay the account invoice within 14 days after the date of the invoice otherwise the Owner reserves the right to charge interest on the unpaid amount at a rate of 3% per annum, calculated daily, above the Commonwealth Bank Overdraft Reference Rate published at the beginning of the month of that date. You indemnify us for any liability we incur as a result of you breaching this provision and you must pay any costs and expenses we incur (on a full indemnity basis) in recovering any overdue amounts from you.

5.3 Sometimes, due to an internet or telephone connection or power failure, the Owner may not be able to access its bank account to allocate payments made by you directly to that account. If this occurs, you release the Owner from any liability that you may incur for any toll, fee, and charge or fine incurred on your Toll Account.

5.4 The Owner will not pay interest on any amount held by the Owner whether or not the amount is returned or refunded to you.

5.5 If you do not pay your invoice in accordance with clause 5.2 of these Terms:

(a) the Owner will deactivate your Toll Account and it will be marked as de-activated;

(b) the Owner will send a signal to your Tag(s) to give more than one beep each time your Tag(s) pass through a tolling lane;

(c) the Owner will notify the participating tollroads that your Tag(s) and/or Card(s) has/have been de-activated;

(d) you must not use your Tag(s) and/or Card(s) to pay a toll on a participating tollroad while your Toll Account is de-activated; and

(e) any violations, costs, fees or charges that are incurred by you while your Toll Account is de-activated will be added to your account. The Owner may charge you a fee for charging violations, costs, fees or charges that are incurred by you while your Toll Account is "de-activated" to your Toll Account.

## 6 Stolen or Defective Tags and/or Cards

6.1 If a Tag and/or Card is lost, stolen, malfunctions or is in any way defective you must immediately notify the Owner. Any security deposit paid in accordance with clause 2.1(c) of this Agreement will be forfeited if your Tag and/or Card is lost or stolen and the Owner will de-activate the Tag or Card after such notification and will notify the participating tollroads that the Tag or Card can no longer be used. You are liable for tolls, charges and fees satisfied with a lost or stolen Tag or Card until the time that the Owner is able to de-activate the Tag or Card and has notified the participating tollroads that the Tag or Card has been de-activated.

6.2 A Tag and/or Card that is defective otherwise than by your fault will be replaced by the Owner at no cost to you. You must pay all costs (including the cost of delivery) to replace any other Tag and/or Card.

6.3 To the extent permitted by law, the Owner is not liable for any claims made by you if a Tag and/or Card fails to work or is invalidated whether or not caused by the Owner or caused by circumstances beyond the control of the Owner.

## 6A Consequences of failing to pay the applicable toll

6A.1 If a Tag and/or Card is not read in a tolling lane which also provides for cash payment, you must pay the applicable toll with cash. If you do not pay the applicable toll with cash, the relevant participating tollroads will either:

(a) debit your toll account with the applicable toll, fees or charges; or

# Commercial Toll account – Terms and conditions

- (b) issue you with a deferred toll (violation letter) which will include an additional charge.
- 6A.2 If a Tag is not read in an Electronic Tolling Lane, the relevant participating tollroads will either:
- (a) debit your toll account with the applicable toll, fees or charges; or
- (b) issue you with a deferred toll (violation letter) which will include an additional charge.
- 6A.3 If for any other reason a Tag is not read or the applicable toll is not paid in cash where you pass a toll collection point or drive in a tolling lane, the relevant participating tollroads will either:
- (a) debit your toll account with the applicable toll, fees or charges; or
- (b) issue you with a deferred toll (violation letter) which will include an additional charge.
- 6A.4 The additional charge will not be payable if you establish to the Owner's satisfaction that the Tag and/or Card was defective otherwise than by your fault but, in the case of a Tag, will be payable if the Tag was incorrectly fitted.

## 7 Closed Toll Accounts

If a Toll Account is "inactive" for a period of six years:

- (a) the Owner will close the Toll Account;
- (b) the security deposit for each Tag and/or Card provided under the Toll Account will be forfeited to the Owner;
- (c) you indemnify the Owner for any liability that it incurs as a result of ensuring payment of all accrued tolls, charges and fees and you must pay any costs and expenses the Owner incurs (on a full indemnity basis) in recovering any outstanding amounts from you; and
- (d) the remaining credit balance in the Toll Account (if any) will be subject to the *Unclaimed Money Act 1995* (NSW).

## 8 Termination

- 8.1 The Owner may, at its discretion and without giving notice or a reason, de-activate, take possession of or require you to return any Tags and/or Cards and close your Toll Account and the security deposit for any of your Tags and/or Cards not returned will be forfeited to the Owner.
- 8.2 You may close the Toll Account at any time by notifying the Owner in writing, paying any debit balance of the Toll Account and returning all Tags and/or Cards.
- 8.3 The Owner will refund any applicable security deposit to you following the return of the Tag and/or Card to the Owner in good condition and working order if you close your Toll Account.
- 8.4 On termination of these Terms, after deducting any accrued tolls, charges and fees:
- (a) if the balance of your Toll Account is in credit, the Owner will return any credit balance in the Toll Account, including any security deposit (if applicable). The means of such payment will be at the discretion of the Owner; or
- (b) if the balance of your Toll Account is in debit, you indemnify the Owner for any liability that it incurs as a result and you must pay any costs and expenses the Owner incurs (on a full indemnity basis) in recovering any outstanding amounts from you.

## 9 Privacy

- 9.1 The Owner respects your privacy. The Owner collects information about you from which your identity is apparent or can reasonably be ascertained ("*personal information*") to process your application for a Toll Account and, if a Tag and/or Card is issued to you, to maintain your Toll Account, to administer your use of the Tag and/or Card and to facilitate transactions relating to your use of participating tollroads.
- 9.2 The Owner may disclose your personal information to organisations to which it has outsourced some of its functions, such as mailing houses and IT contractors ("*service providers*") and to the following organisations or types of organisations:
- (a) financial institutions, which are nominated by you to process transactions concerning your Tag and/or Card;
- (b) credit reporting agencies and other credit providers (if the Owner conducts a credit check as part of its assessment of your application for a Toll Account - see also clause 9.7 below);
- (c) credit agencies and/or our collection agency (if you default on an account we may notify and exchange personal information where appropriate);
- (d) the RTA, for the purposes of infringement processing and the management of the Cashback Scheme;
- (e) law enforcement and regulatory agencies, if we are served with a legally enforceable notice or order;
- (f) tollroad operators, to facilitate monitoring and administering your use of the Tag and/or Card;
- (g) other tag issuers, to facilitate transactions relating to use of a participating tollroad;
- (h) other organisations, if you elect to receive information about products and services offered or distributed by other organisations.

- 9.3 If you do not provide your personal information (or any part of it) the Owner may not be able to process your application for a Toll Account.
- 9.4 By agreeing to these Terms, you consent to the Owner using and disclosing your personal information as described in these Terms.
- 9.5 Generally, you are able to gain access to your personal information on request. If you are an individual, the Owner will give you access to any credit report obtained about you under clause 9.6 on request.
- 9.6 If you are an individual, you acknowledge that the Privacy Act allows the Owner to give a credit reporting agency certain personal information about your application for credit for the purposes of obtaining a credit report about you or to allow the credit reporting agency to create or maintain a credit information file containing information about you. That information includes:
- (a) information that is reasonably necessary to identify you;
- (b) the fact that you have applied for credit and the amount of credit;
- (c) the fact that the Owner is a current credit provider to you;
- (d) any repayments which become overdue by more than 60 days and for which debt collection action has commenced;
- (e) advice that payments are no longer overdue in respect of any default that has been listed;
- (f) that cheques drawn by you for an amount not less than \$100 have been dishonoured more than once;
- (g) information that, in the opinion of the Owner, you have committed a serious credit infringement;
- (h) that credit provided by the Owner that had previously been notified to a credit reporting agency has been discharged.
- 9.7 If the Owner considers it relevant to assessing your application for a Toll Account, you authorise the Owner to obtain:
- (a) a consumer credit report from a credit reporting agency for the purpose of assessing your application for commercial credit and for the purpose of collecting any overdue payments of credit owed by you;
- (b) information about you from a credit reporting agency or business which reports on the commercial credit worthiness of persons for the purpose of assessing your application for consumer credit.

You agree that the Owner may exchange information about your credit arrangements (which can include information about your credit worthiness, credit history, credit standing and credit capacity) with any credit providers named in your application for a Toll Account or named in a consumer credit report issued by a credit reporting agency. By agreeing to these Terms you acknowledge that you understand that this information may be used to assess a credit application by you, to assess your credit worthiness, to exchange information with other credit providers as to the status of credit provided by the Owner where you are in default with other credit providers and to notify other credit providers of any default by you.

- 9.8 If arrangements under which the Owner administers your use of a Tag and/or Card are terminated, or if a participating tollroad ceases to be a participating tollroad or the Owner assigns or novates its rights and/or obligations to a third party, it may be necessary for the Owner to disclose your personal information to another party to enable that party to administer your use of the Tag and/or Card in place of the Owner or to enter into a similar arrangement with you. By agreeing to these Terms, you consent to the Owner disclosing your personal information for this purpose.

## 10 General

- 10.1 The Owner may amend, vary, or replace these Terms, or any portion of them, without notice at its discretion. Any applicable tolls, fees and charges may be amended from time to time irrespective of whether they appear on the Owner's website.
- 10.2 The Owner may assign or novate its rights, interests and obligations under these Terms to any third party, without notice, at its absolute discretion.
- 10.3 If you are required to give notice to the Owner under these Terms, it should be sent to the address or fax number set out on the application (or such other address or fax number that the Owner may advise you of from time to time). The Owner will send any notice to you as required under these Terms to the address notified by you in the application form, or such other address you notify to the Owner from time to time.
- 10.4 These Terms are governed by and to be construed in accordance with the laws of the state of New South Wales. Any action or other legal process in connection with the Terms shall be instituted and carried on only in the appropriate court of the state of New South Wales and you irrevocably consent to the jurisdiction of the courts of that State.



For more information  
visit [www.tollpay.com.au](http://www.tollpay.com.au)  
or phone 1300 555 833

