

Transport for NSW E-Toll Terms and Conditions

Effective 9 July 2020

- 1.1 Your E-Toll Service is provided by Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and enables You to pay Tolls and Fees which are incurred by You or Your Vehicle in accordance with these TfNSW E-Toll Terms and Conditions.

2. How Your E-Toll Service Works

- 2.1 You are responsible at all times for the acts and omissions of any Authorised Representative using or operating Your E-Toll Services, including for any Tolls and Fees they incur.
- 2.2 Your E-Toll Service may be linked to an E-Toll Account, as specified in the Schedule of Fees and Payment Methods.
- 2.3 TfNSW may require You to link at least one Vehicle to Your E-Toll Account.
- 2.4 Safe driving is important to TfNSW. If You receive a SMS or other communication from TfNSW in relation to Your E-Toll Account while You are driving, you must only read the communication where it is safe and lawful to do so. Information about applicable laws relating to use of a mobile phone while driving can be found on the Transport for NSW website (<http://roadsafety.transport.nsw.gov.au/stayingsafe/mobilephones/know-the-rules.html>).

3. Payments, fees and charges for Your E-Toll Service

- 3.1 You must pay the following amounts to TfNSW in connection with Your E-Toll Service:
- (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 in relation to the Sydney Harbour Bridge and Sydney Harbour Tunnel if Your E-Toll Service has been established for an ERider;
 - (b) all fees and other amounts set out in the Schedule of Fees and Payment Methods which apply to the type of E-Toll Service You have established; and
 - (c) any other 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 by a third party on TfNSW where You have wrongfully refused or failed to pay any amount under these TfNSW E-Toll Terms and Conditions.
- 3.2 You can pay Tolls and Fees to TfNSW by way of Your nominated payment method. Depending on Your nominated payment method and the type of E-Toll Service You have established, TfNSW will obtain payment of Tolls and Fees from You:
- (a) by deducting the amounts from Your E-Toll Account Balance (which may be topped-up in accordance with these TfNSW E-Toll Terms and Conditions from time to time); and/or
 - (b) by debiting the amounts from Your Nominated Card or Nominated Account.
- 3.3 If Your E-Toll Service is linked to an E-Toll Account, You must maintain a positive E-Toll Account Balance by paying TfNSW the applicable Top-Up Amount.
- 3.4 Unless Your E-Toll Service has been established for an E-Rider (in which case clause 8.2 will apply), if You:
- (a) fail to maintain a positive E-Toll Account Balance; or

- (b) fail to pay an amount 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),

Your E-Toll Service will be suspended and unavailable for use until Your E-Toll Account is returned to a positive balance or You make the relevant payment to TfNSW. TfNSW may also refuse to open any additional e-toll accounts with You if Your E-Toll Account is not returned to a positive balance or the relevant payment is not made. TfNSW may also suspend Your E-Toll Service if TfNSW determines (acting reasonably) that money is owed on Your E-Toll Account and Your E-Toll Account is inactive (for example, if a period of 12 months has passed without use of Your E-Toll Account).

- 3.5 TfNSW will debit Tolls and Fees from the Nominated Card or Nominated Account as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to TfNSW by a toll road operator.
- 3.6 Any Toll and Fees incurred on E-Toll Account while it is suspended will be charged to E-Toll Account on its re-activation.
- 3.7 The Schedule of Fees and Payment Methods sets out (among other things) the different methods available to You for the payment of Tolls and Fees to TfNSW. You may change Your nominated method of payment to any other available method (or make any other payment related requests) by contacting TfNSW in accordance with clause 12.4.
- 3.8 You may use a Nominated Card or Nominated Account for the payment of Tolls and Fees if that method of payment is available for Your E-Toll Service.
- 3.9 If You provide a Nominated Card or a Nominated Account for the payment of Tolls and Fees:
 - (a) You declare to TfNSW 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) for Nominated Accounts, You must ensure that Your financial institution can support Direct Debit on the Nominated Account; and
 - (c) You authorise TfNSW to:
 - (i) debit a nominal amount (not more than \$1) from the Nominated Card or Nominated Account which will be re-credited within 1 day (to validate the Nominated Card or Nominated Account details); and
 - (ii) 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.
- 3.10 If Your E-Toll Service is linked to an E-Toll Account, 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.
- 3.11 If Your E-Toll Service has been established for an eMU Pass, TfNSW will debit Tolls and Fees from the Nominated Card when the Tolls and Fees incurred have reached the Payment Trigger Amount and after the end of Your Pass Period.
- 3.12 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 (other than the negligence of, or wilful misconduct by, TfNSW or an TfNSW systems error), You will be

charged a Non-Payment Fee by TfNSW and You may be charged other amounts by the issuer of the Nominated Card or Nominated Account.

3.13 If:

- (a) the existing Nominated Card or Nominated Account is cancelled, suspended or is otherwise not useable; or
- (b) the existing 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, which can be used to meet Your obligations under these TfNSW E-Toll Terms and Conditions, and an authority for TfNSW to debit the alternative Nominated Account in accordance with these TfNSW E-Toll Terms and Conditions.

3.14 You may use cash, cheque or money order, at any Service NSW Centre, for the payment of Tolls and Fees if that method of payment is available for Your E-Toll Service.

3.15 If TfNSW receives a payment in connection with Your E-Toll Service 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 or any other account that TfNSW maintains in respect of Your E-Toll Service.

4. Errors in charging Tolls and Fees

4.1 If TfNSW incorrectly credits You with, or incorrectly pays to You, an amount in connection with Your E-Toll Service, 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 Fees, You must notify TfNSW immediately in accordance with clause 12.4. TfNSW will provide any credit or refund due to You in connection with Your E-Toll Service within a reasonable time after determining that a credit or refund is due to You by such method as TfNSW may reasonably choose.

4.3 If You raise a chargeback dispute with the financial institution administering Your Nominated Card, in regards to the payment of Tolls or Fees for Your E-Toll Service, TfNSW may contact You in relation to that chargeback dispute. If You agree (either verbally or in writing) that the relevant charge was legitimate, TfNSW will request that You contact the financial institution administering Your Nominated Card to withdraw the chargeback dispute within 1-2 Business Days. If You fail to withdraw the chargeback dispute in these circumstances, TfNSW will debit from Your Nominated Card:

- (a) the relevant Tolls and Fees that were in dispute; and
- (b) any "chargeback fee" (or similar fees) incurred by TfNSW as a result of the transaction and/or chargeback dispute in question.

5. E-Toll Service Statement

5.1 If You request that TfNSW provide a statement to You by post, You will be charged the applicable Statement Fee.

5.2 If You request a replacement statement, You will be charged the applicable Statement Fee for the method of delivery elected by You (if that method is available).

6. Additional Terms for Tags

6.1 If Your E-Toll Service has been established for a Tag, TfNSW will issue You with a Tag and You must:

- (a) ensure that the Tag is fitted in accordance with instructions provided with the Tag to ensure that it operates correctly (if You fail to correctly fit the Tag, You may be charged a No Tag in Vehicle 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, but 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 otherwise:
 - (a) You will be charged the Tag Replacement Fee; or
 - (b) Your Tag Security Deposit will be forfeited,
 as applicable to Your E-Toll Service.

7. Additional Terms for eMU Pass

- 7.1 If Your E-Toll Service has been established for an eMU Pass, Your E-Toll Service can only be used to pay Tolls and Fees incurred during Your Pass Period. The Pass Period starts on the Start Date (and in the case of a rental vehicle, the Start Time) and finishes on the End Date (and in the case of a rental vehicle, the End Time). These start and finish times are nominated by You at the time of registering Your eMU Pass.
- 7.2 If Your E-Toll Service has been established for an eMU Pass, TfNSW will charge You a Vehicle Matching Fee for each Trip recorded against Your eMU Pass.
- 7.3 You may only request a change to:
 - (a) Your E-Toll Account details before the Pass Period commences;
 - (b) Your Start Date (and in the case of a rental vehicle, Your Start Time) before the Pass Period commences; and
 - (c) bring forward Your End Date (and in the case of a rental vehicle, Your End Time) prior to the original End Date.

8. Additional Terms for ERider

- 8.1 If Your E-Toll Service has been established for an ERider account (this account is only available for Vehicles that are motorcycles):
 - (a) TfNSW will charge You:
 - (i) an initial ERider Quarterly Fee when Your E-Toll Service is established. This initial ERider Quarterly Fee will be pro-rated according to the month in which You register Your ERider; and
 - (ii) an ERider Quarterly Fee each subsequent calendar quarter (commencing on 1 January, 1 April, 1 July and 1 October). This ERider Quarterly Fee will be charged on the first day of each such

calendar quarter unless You cancel Your E-Toll Service prior to that time; and

- (b) payment of Your ERider Quarterly Fee entitles You to use Your Vehicle to make unlimited Trips on the Sydney Harbour Bridge and Sydney Harbour Tunnel without paying any Tolls during the relevant calendar quarter. You must, however, pay all Tolls incurred by Your Vehicle on other toll roads in accordance with these TfNSW E-Toll Terms and Conditions.

8.2 Without limiting clause 8.1(b), if Your E-Toll Service has been established for an ERider and You fail to:

- (a) pay the ERider Quarterly Fee, Your E-Toll Service will be closed (taking effect on and from the 11th day after You fail to pay the fee); or
- (b) maintain a positive E-Toll Account Balance, Your E-Toll Service will be suspended and unavailable for use (except in relation to the Sydney Harbour Bridge and Sydney Harbour Tunnel) until Your E-Toll Account is returned to a positive balance. If Your E-Toll Service is suspended and unavailable for use, TfNSW will continue to charge You an ERider Quarterly Fee in accordance with clause 8.1(a)(ii) and continue to attempt to collect all monies outstanding on Your E-Toll Account.

TfNSW may also refuse to open any additional e-toll accounts with You if Your E-Toll Account is not returned to a positive balance or the payment of the ERider Quarterly Fee 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) if Your E-Toll Service has been established for a Tag, 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 Service 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 No Tag in Vehicle 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:
 - (i) You will be charged the Tag Replacement Fee; or
 - (ii) Your Tag Security Deposit will be forfeited and You will be required to pay a new Tag Security Deposit,

as applicable to Your E-Toll Service.

9.3 If You inform TfNSW that the Tag is lost or stolen or Your Vehicle is sold or 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, where the Tag or Vehicle is lost or stolen, provide You with a replacement Tag and:
 - (i) You will be charged the Tag Replacement Fee; or
 - (ii) Your Tag Security Deposit will be forfeited and You will be required to pay a new Tag Security Deposit,
 as applicable to Your E-Toll Service.

9.4 If the Tag is disconnected in accordance with clause 9.3 and You subsequently request that TfNSW reconnect the Tag, You will be charged a Reconnection Fee.

10. Cancelling Your E-Toll Service

- 10.1 You may cancel Your E-Toll Service at any time by notifying TfNSW in accordance with clause 12.4. If Your E-Toll Service has been established for an eMU Pass, the cancellation will take effect at the end of Your Pass Period.
- 10.2 TfNSW may cancel Your E-Toll Service (including by discontinuing a type of E-Toll Service) at any time by giving 10 days' notice to You.
- 10.3 TfNSW may also cancel Your E-Toll Service immediately without notice to You if Your E-Toll Service has been suspended or in the other circumstances contemplated by these TfNSW E-Toll Terms and Conditions (including clauses 3.4 and 8.2(b)).
- 10.4 If Your E-Toll Service was established for an ERider and it is cancelled:
 - (a) by You (other than where You have cancelled Your E-Toll Service in response to a notice from TfNSW under clause 13.1), TfNSW will not refund any ERider Quarterly Fee to You; or
 - (b) by TfNSW or You (but only where You have cancelled Your E-Toll Service in response to a notice from TfNSW under clause 13.1), TfNSW will refund the last ERider Quarterly Fee paid by You on a pro rata basis depending on when it is cancelled in the calendar quarter.
- 10.5 If Your E-Toll Service is cancelled and it was established for a Tag, You must return the Tag to TfNSW in good condition and working order otherwise:
 - (a) You will be charged the Tag Replacement Fee; or
 - (b) Your Tag Security Deposit will be forfeited,
 as applicable to Your E-Toll Service. If You return the Tag to TfNSW in good condition and working order, TfNSW will refund Your Tag Security Deposit to You (if applicable).
- 10.6 If, when Your E-Toll Service is cancelled:
 - (a) You owe Tolls and Fees to TfNSW, TfNSW will collect these amounts from You using the balance on Your E-Toll Account and/or the method of payment applicable to Your E-Toll Service; 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 cancellation of Your E-Toll Service.
- 10.7 There may be delays in motorways informing TfNSW of Trips. Accordingly, if, after Your E-Toll Service is cancelled, a toll infringement notice is issued for a Trip on a date that is prior to the cancellation of Your E-Toll Service, You may request that TfNSW process that Trip using

Your E-Toll Service. TfNSW will agree to process such Trips if You notify TfNSW of the relevant Trip within 93 days of the cancellation of Your E-Toll Service.

- 10.8 Advising Service NSW of the sale or transfer of a Vehicle does not constitute notice to TfNSW that Your E-Toll Service is cancelled or that a Vehicle is no longer to be registered to Your E-Toll Service. If You wish to remove a Vehicle from Your E-Toll Service, You must notify TfNSW using the contact methods set out in clause 12.4. If You do not notify TfNSW in that manner, You will continue to be charged Tolls and Fees incurred by that Vehicle until You notify TfNSW (and TfNSW will not be liable to reimburse You for any such Tolls and Fees incurred).

11. Additional terms for concession card holders and for Vehicles modified with hand controls for a disabled driver

- 11.1 If You have a current Veteran Gold Card or a Vehicle modified with hand controls for a disabled driver and you apply for an E-Tag Account or an Easy Toll Account:
- (a) You may be exempt from some Fees relating to the E-Tag Account or an Easy Toll 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 Sydney Harbour Tunnel without paying any Tolls. You must, however, pay all Tolls incurred by Your Vehicle on other toll roads in accordance with these TfNSW E-Toll Terms and Conditions.
 - (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.
 - (d) Clause 11.1(a) and 11.1(b) apply with respect to only one Vehicle and one Tag registered to Your E-Toll Account.
- 11.2 If You have a current Pensioner Concession Card showing a NSW address, and You register for an E-Tag Account or an Easy Toll Account:
- (a) You may be exempt from some Fees relating to an E-Tag Account or an Easy Toll Account, as set out in the Schedule of Fees and Payment Methods.
 - (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.
 - (c) The exemption from some Fees applies to a maximum of two Vehicles and two Tags registered to Your E-Toll Account.

12. General

- 12.1 New South Wales laws govern these TfNSW E-Toll Terms and Conditions.
- 12.2 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.
- 12.3 You must notify TfNSW at the earliest possible time if Your name, address or contact details change.
- 12.4 You may contact TfNSW via www.myetoll.com.au or by calling TfNSW on 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.

- 12.5 TfNSW may give notice under clauses 4, 10.2 or 12 to You by email, SMS message or by mail to Your nominated address or contact details.
- 12.6 TfNSW' notice will be taken to have been received by You in the following time frames:
- (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 notices:
 - (i) for notices given by mail – 6 Business Days after the notice is given by TfNSW;
 - (ii) for notices given by email – 1 Business Day after the notice is given by TfNSW; and
 - (iii) for notices given by SMS – 1 Business Day after the notice is given by TfNSW.
- 12.7 No interest is payable by TfNSW to You in connection with any payment You make to us and TfNSW is entitled to keep any interest earned on the balances maintained in Your E-Toll Account.
- 12.8 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.
- 12.9 You are responsible for claiming any entitlements You may have under the Cashback Scheme separately to Your E-Toll Service. Lodging claims or arranging payment under the Cashback Scheme is not part of the E-Toll Service offered by TfNSW. Enquiries about this Scheme should be directed to Transport for NSW (TfNSW) on 1300 133 310. You expressly acknowledge that You have no rights against TfNSW E-Toll in relation to the Cashback Scheme.
- 12.10 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 Service, You must take such steps as are necessary to comply with the *Surveillance Devices Act 2007* (NSW) and the *Workplace Surveillance Act 2005* (NSW) and any similar legislation as amended from time to time.

13. Changes to these TfNSW E-Toll Terms and Conditions

- 13.1 Subject to Your rights under clause 10.1, TfNSW may vary these TfNSW E-Toll Terms and Conditions from time to time by giving You at least 10 days' notice of the nature of the variation in the manner contemplated by clauses 12.5 and 12.6. The terms and conditions governing Your E-Toll Service will be the TfNSW E-Toll Terms and Conditions posted on TfNSW' website (www.myetoll.com.au) at the relevant time. You can access a copy of the TfNSW E-Toll Terms and Conditions at any time from TfNSW' website or You can request TfNSW to send You a copy of this document free of charge (telephone 13 18 65 during Contact Centre Hours).

14. Definitions

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

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

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

"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.

"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 privately registered vehicle on the M5 West Motorway.

"Contact Centre Hours" means Monday to Friday 8.30am to 5.00pm and Saturday 8.30am 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.

"Veteran Gold Card" means a Veteran gold card issued by the Australian Government Department of Veterans' Affairs.

"Electronic Tolling Lane" means a lane on a toll road at a toll collection point that is designated as permitting the payment of Tolls by electronic means.

"eMU Pass" means the TfNSW pass provided to You to enable the payment of Tolls by electronic means.

"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 Quarterly Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"E-Toll Account" means an account established by TfNSW and linked to Your E-Toll Service that allows You to make payments to TfNSW in connection with Your E-Toll Service.

"E-Toll Account Balance" means the balance of Your E-Toll Account.

"E-Toll Service" means the service described in these TfNSW E-Toll Terms and Conditions which enables You to pay Tolls and Fees which are incurred by You or Your Vehicle in accordance with these TfNSW E-Toll Terms and Conditions.

"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 clauses 3.1(b) and 3.1(c) of 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).

"No Tag in Vehicle Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"Nominated Account" means a valid deposit account held at a financial institution nominated by You, and accepted by TfNSW, as the source of payment 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 source of payment 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 3.13 will apply.

"Non-Payment Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"Pass Issuer" means a toll road operator or other entity who issues passes or other electronic or video tolling products for the purpose of the Electronic-Tolling System.

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

"Pensioner Concession Card" means a pensioner concession card issued by the Australian Government Department of Human Services.

"Reconnection Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

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

- (a) the type and amount of the Fees which apply to Your E-Toll Service; and
- (b) the methods of payment available for Your E-Toll Service,

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 so titled as set out in the Schedule of Fees and Payment Methods.

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

"Tag Issuer" means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.

"Tag Replacement Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"Tag Security Deposit" means the refundable Tag security deposit(s) paid by You (if any) at the time You established Your E-Toll Service.

"TfNSW" means Transport for NSW ABN 18 804 239 602.

"TfNSW E-Toll Terms and Conditions" means these Transport for NSW E-Toll Terms and Conditions (including the Transport for NSW Privacy Consent and Agreement and Schedule of Fees and Payment Methods) as varied from time to time in accordance with clause 13.

"Toll" means all toll charges or other fees and charges imposed by the operator of a toll road for or relating to, or taxes payable in respect of, each Trip taken by Your Vehicle.

"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 all other E-Toll Accounts, an amount determined by You from time to time, or by TfNSW (acting reasonably),

and which is greater than the minimum amounts set out in the Schedule of Fees and Payment Methods.

"Top-up Trigger" or **"Payment Trigger Amount"** means the amount titled "Top-up Trigger" in the Schedule of Fees and Payment Methods.

"Transport for NSW Privacy Consent and Agreement" means the document so titled which forms part of these TfNSW E-Toll Terms and Conditions.

"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 Service and, where Your E-Toll Service has been established for a Tag, such other vehicles which use the Tag.

"Vehicle Matching 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.

15. Interpretation

- 15.1 Any reference to **\$** is to Australian dollars.
- 15.2 The word **includes** in any form is not a word of limitation.
- 15.3 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.
- 15.4 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.

Transport for NSW Privacy Consent and Agreement

Transport for NSW (**TfNSW**) is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.

This document contains consents and declarations from You in relation to E-Toll Information collected from You and from 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 be able to provide the E-Toll Service to You. Your Personal Information will be held by TfNSW.

To access or amend your personal information or to make a privacy complaint please see www.transport.nsw.gov.au/about-us/transport-privacy or contact us on 132 213.

Consents given by You

1. In exchange for TfNSW providing the E-Toll Service, You consent to and authorise:
 - 1.1 collection of E-Toll Information by any Authorised Information Recipient from any person (including from video and/or camera surveillance of toll roads conducted by TfNSW or third parties for traffic management or toll violation enforcement purposes);
 - 1.2 use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
 - 1.3 disclosure of E-Toll Information in online accounts accessible to any person with access to Your E-Toll Service number and surname;
 - 1.4 disclosure of E-Toll Information to persons outside Australia for the Permitted Purposes on the basis that TfNSW is not required to ensure that any overseas recipient complies with the Privacy Laws; and
 - 1.5 TfNSW sending You emails and SMS in connection with the Permitted Purposes.

Declarations made by You

2. You declare that:
 - 2.1 prior to disclosing any information to TfNSW about an Individual, You have obtained their consent to the matters in clause 1; and
 - 2.2 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.

Your obligation to notify

3. 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 Service.

Definitions

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

"Authorised Information Recipient" means TfNSW and each Authorised Representative and Intended Recipient.

"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.

"E-Toll Information" means any information relating to You or Your E-Toll Service, Vehicle, the location of an E-Toll Service or Vehicle at any time, the direction of travel, or video

and/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 Service number, Vehicle information, billing or financial information, Nominated Card, Nominated Account, E-Toll Account and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by TfNSW or obtained by TfNSW from third parties.

"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 in relation to 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 (h).

"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 Service;
 - (v) verification of Your application for an E-Toll Service (including verifying the details of a Nominated Card Holder);
 - (vi) obtaining feedback about the E-Toll System and Your E-Toll Service; 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 Service (including Your E-Toll Account Balance), and information and promotional material in relation to the E-Toll System or Your E-Toll Service including any customer account updates and improvements or different product options which are, or are proposed to be, offered by TfNSW in connection with Your E-Toll Service from time to time;
- (c) auditing of the E-Toll System;
- (d) law enforcement;
- (e) the enforcement of a law imposing pecuniary 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 which 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 which apply to TfNSW.

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

Other capitalised terms in this document have the meaning given in clause 14 of the Transport for NSW E-Toll Terms and Conditions.

Clause 15 of the Transport for NSW E-Toll Terms and Conditions applies to the interpretation of this Privacy Consent and Agreement.

Transport for NSW E-Toll – Schedule of Fees and Payment Methods

E-Toll Tag		Easy Toll Tag		eMU Pass		ERider	
No ongoing monthly fees and easy automatic payments by direct debit or credit card ¹ .		No upfront Tag security deposit, small ongoing monthly account fee and a range of payment options		Casual user pass with no ongoing monthly fees and easy automatic payments by credit card.		Unlimited crossings on the Sydney Harbour Bridge and Tunnel for motorcyclists for a quarterly fee.	
Coverage	Travel on any toll road in Australia	Coverage	Travel on any toll road in Australia	Coverage	Travel on any toll road in Sydney	Coverage	Travel on any toll road in Australia
Duration	Flexible	Duration	Flexible	Duration	Up to 30 days	Duration	Flexible – renews automatically each quarter
Payment	Credit card ¹ or direct debit only ²	Payment	Manual payment by credit card ¹ , cash, cheque or EFTPOS ¹ , automatic payment by credit card ¹ or direct debit ²	Payment	Credit / Debit card ¹	Payment	Credit card ¹ or direct debit only ²
Registration fee	n/a	Registration fee ³	\$1.50 (<i>Online</i>) \$3.30 (<i>Phone or Service NSW Centre</i>)	Start-up fee ²	\$1.50 (<i>Online</i>) \$3.30 (<i>Phone or Service NSW Centre</i>)	ERider Quarterly Fee	\$90.00 every calendar quarter (commencing 1 Jan, 1 April, 1 July and 1 Oct). Your initial ERider Quarterly Fee is

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							charged on a pro rata basis. Each subsequent quarter will automatically renew at \$90.00.
Account fee	n/a	Account fee	\$1.25 per month ⁴	Account fee	n/a	Account fee	n/a
Security deposit³	\$0 per Tag from 9 July 2020 until 9 January 2021 and after this date \$40.00 (<i>waived for 2nd and 3rd Tag</i>)	Security deposit	n/a	Security deposit	n/a	Security deposit	n/a
Opening balance	\$40.00	Opening balance	Manual \$10.00 min opening balance Automatic \$40.00 min opening balance	Opening balance	n/a	Opening balance	\$40.00 (for travel on other toll roads)
Total up-front costs⁴	\$40.00 from 9 July 2020 until 9 January 2021 and after this date \$80.00	Total up-front costs	Manual \$10.00 Automatic \$40.00	Total up-front costs	\$1.50 (<i>Online</i>) \$3.30 (<i>Phone or Service NSW Centre</i>)	Total up-front costs	Up to \$130.00 (depending on Your initial ERider Quarterly Fee)
Minimum Top-up Amount	Your Top-up Amount is the amount that is debited from Your Nominated Card or Nominated Account when	Minimum Top-up Amount	Manual \$10.00 min (Service NSW Centre); \$10.00 min (Online) Automatic \$40.00 ⁵	Minimum Top-up Amount	n/a	Minimum Top-up Amount	\$40.00

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	the Top-up Trigger is reached Infrequent \$40.00 Frequent \$80.00						
Tag collection	Your tag/s will be delivered to your nominated address we have on file. Any vehicle matching fees (No Tag in Vehicle) 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	Tag collection	Your tag/s will be delivered to your nominated address we have on file. Any vehicle matching fees (No Tag in Vehicle) 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	Tag collection	No Tag required	Tag collection	n/a
Top-up Trigger	\$40.00⁵ Your Top-up Trigger is the amount of Your E-Toll Account balance at which we will debit the Top-up Amount from Your Nominated bankcard or Nominated Account.	Top-up Trigger	\$40.00⁶ If You choose to make Automatic Payments Your Top-up Trigger is the amount of Your E-Toll Account balance at which we will debit the Top-up Amount from Your Nominated bankcard or Nominated Account.	Not Applicable		Top-up Trigger	\$40.00 Your Top-up Trigger is the amount of Your E-Toll Account balance at which we will debit the Top-up Amount from Your Nominated bankcard or

E-Toll Tag	
Towing another vehicle	If You are towing another vehicle Your E-Toll Account will automatically be charged the appropriate Toll. You will need to add Your Licence Plate Number of the vehicle being towed to Your E-Toll Account
Motorcycles	This product is available for motorcycles
Email statements	Free monthly or quarterly statements
Additional Fees and Charges	

Easy Toll Tag	
Towing another vehicle	If You are towing another vehicle Your E-Toll Account will automatically be charged the appropriate Toll. You will need to add Your Licence Plate Number of the vehicle being towed to Your E-Toll Account
Motorcycles	This product is available for motorcycles
Email statements	Free monthly or quarterly statements
Additional Fees and Charges	

eMU Pass	
Towing another vehicle	You will need to purchase two eMU Passes, one for Your Vehicle and an additional Pass for the vehicle being towed (e.g. caravan, trailer)
Motorcycles	An eMU Pass can be registered for motorcycles
Email statements	Free email statement
Additional Fees and Charges	

ERider	
	Nominated Account.
Motorcycles	This product is for motorcycles only
Email statements	Free monthly or quarterly statements
Additional Fees and Charges	

E-Toll Tag		Easy Toll Tag		eMU Pass		ERider	
Posted statements⁶ (optional)	\$2.20 per monthly and quarterly statement	Posted statements⁷ (optional)	\$2.20 per monthly and quarterly statement	Posted statements (optional)	\$2.20 per statement	Posted statements (optional)	\$2.20 per monthly and quarterly statement
Replacement statement (email)	\$2.20 per statement	Replacement statement (email)	\$2.20 per statement	Replacement statement (email)	\$2.20 per statement	Replacement statement (email)	\$2.20 per statement
Replacement statement (post)	\$5.50 per statement	Replacement statement (post)	\$5.50 per statement	Replacement statement (post)	\$5.50 per statement	Replacement statement (post)	\$5.50 per statement
Account closure fee (if You elect to close Your E-Toll Service within the first six months of opening Your E-Toll Service)	\$6.00	Account closure fee (if within first six months)	\$6.00	Account closure fee (if within first six months)	n/a	Account closure fee (if within first six months) \$6.00	\$6.00
Tag Replacement Fee Tag not returned, lost, stolen or damaged ⁷	\$40.00 (<i>forfeited</i>) where a deposit has been paid. Where a deposit has not been paid, a \$40.00 Tag Replacement Fee will apply	Tag Replacement Fee Tag not returned, lost, stolen or damaged	\$40.00 (<i>payable</i>)	Tag Replacement Fee Tag not returned, lost, stolen or damaged	n/a	Tag Replacement Fee Tag not returned, lost, stolen or damaged	n/a

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				Vehicle Matching Fee	\$0.75 for each Toll		
No Tag in Vehicle Fee	\$0.55 or as shown on the Sydney Motorways website sydneymotorways.com.au	No Tag in Vehicle Fee	\$0.55 or as shown on the Sydney Motorways website sydneymotorways.com.au	No Tag in Vehicle Fee	n/a	No Tag in Vehicle Fee	n/a
Road Operator fees may apply Toll road operator fees (including "Vehicle Matching Fee" and "Toll Notice Transfer Fees") may be passed on should Your Tag not be detected when travelling on toll roads. For details visit myetoll.com.au or call 13 18 65		Road Operator fees may apply Toll road operator fees (including "Vehicle Matching Fee" and "Toll Notice Transfer Fees") may be passed on should Your Tag not be detected when travelling on toll roads. For details visit myetoll.com.au or call 13 18 65					
¹ Credit card payments may incur a merchant fee. TfNSW E-Toll also accepts Visa/MasterCard® debit card. ² A Direct Debit Authority Form will need to be completed. ³ Tag Security Deposit is \$0 if You have a current Veteran Gold Card or Your Vehicle has been modified with hand controls for a disabled driver. ⁴ Total upfront costs is \$40 if You have a current Veteran Gold Card or Your Vehicle is modified with hand controls for a disabled driver. ⁵ Top-up Trigger is \$25 if You have a current Veteran Gold Card or Pensioner Concession Card or Your Vehicle has been modified with hand controls for a disabled driver.		¹ Credit card payments may incur a merchant fee. TfNSW E-Toll also accepts Visa/MasterCard® debit card. ² A Direct Debit Authority Form will need to be completed. ³ The Registration fee is \$1.50 if You have a current Pensioner Concession Card. There is no Registration fee if You have a current Veteran Gold Card or Your Vehicle is modified with hand controls for a disabled driver. ⁴ Monthly account fee is \$1.25 for first Tag PLUS \$1.00 for second Tag PLUS \$0.75 for third Tag PLUS \$0.50 for all subsequent Tags. The monthly account fee is \$0.50 if You have a current Pensioner Concession Card. There is no monthly		¹ Credit card payments may incur a merchant fee. ² An additional start-up fee applies to the second Vehicle if purchasing online.		¹ Credit card payments may incur a merchant fee. TfNSW E-Toll also accepts Visa/MasterCard® debit card. ² A Direct Debit Authority Form will need to be completed.	

E-Toll Tag	Easy Toll Tag	eMU Pass	ERider
<p>⁶ There is no fee for posted quarterly statements if You have a current Veteran Gold Card or Pensioner Concession Card or Your Vehicle is modified with hand controls for a disabled driver.</p> <p>⁷ The Tag must be returned in good working order.</p>	<p>account fee if You have a Veteran Gold Card or Your Vehicle is modified with hand controls for a disabled driver.</p> <p>⁵ Top-up Trigger is \$25 if You have a current Veteran Gold Card or Pensioner Concession Card or Your Vehicle has been modified with hand controls for a disabled driver.</p> <p>⁶ There is no fee for posted quarterly statements if You have a current Veteran Gold Card or Pensioner Concession Card or Your Vehicle is modified with hand controls for a disabled driver.</p> <p>⁷ The Tag must be returned in good working order.</p>		

Banking Details

Transactions made to TfNSW will appear on Your bank account as:

Transaction	Merchant Details
Account Top-up	E-Toll Payment
Account Top-up Online	E-Toll Payment Online
eMU Pass	E-Toll Payment eMU Pass
eMU Pass Online	E-Toll Payment eMU Pass Online
Rental Car Payment	E-Toll Payment RCC
Rental Car Payment Online	E-Toll Payment RCC Online
Toll Notice Payment	E-Toll Payment TN