

#### 1 Who we are

- 1.1 Waka Kotahi NZ Transport Agency is a Crown entity, established under the Land Transport Management Act 2003. Waka Kotahi is the public road controlling authority, the toll road operator, and the enforcement authority for all toll roads in New Zealand. Waka Kotahi toll road is the name of our tolling service.
- 1.2 Waka Kotahi aims to enable efficient, effective and safe use of toll roads through our electronic toll collection system.

## 2 About this agreement

- 2.1 When you drive past an electronic toll point on a toll road, you need to pay a toll. By driving on a toll road you enter into this agreement.
- 2.2 As your vehicle passes under the toll point, cameras capture an image of the vehicle's registration plate number. The toll is then charged to the person registered to the plate number or the driver. This agreement sets out the terms and conditions of using toll roads and paying for toll trips.
- 2.3 We use these common terms in this agreement:

| Common terms              | Means:  |
|---------------------------|---|
| We, us, our, Waka Kotahi  | Waka Kotahi NZ Transport Agency   |
| You, your                 | the registered person of a vehicle that travels on a toll road, a person who chooses a vehicle and pays a toll under section 6, or the person named as the account holder.                                    |
| Account                   | a tolling account used to pay tolls and fees.   |
| Account holder            | the person who sets up and holds a toll road account.   |
| Act                       | the Land Transport Management Act 2003  |
| Administration fee        | the charge to cover the cost of issuing and processing a <i>Toll payment notice</i> and payment, as defined under the Land Transport (Administrative Fees for the Recovery of Unpaid Tolls) Regulations 2008. |
| Agreement                 | this agreement including appendices A, B and D - but not appendix C.  |
| Approved retailer         | a retailer listed on the Waka Kotahi website with an epay toll payment device.  |
| Calculated minimum amount | the minimum first deposit amount calculated on the number of vehicles registered to an account.   |
| Casual user               | any person who isn't an account holder and uses a toll road or pays for a toll.   |
| Chosen bank account       | a valid bank account chosen by you as a source of payment for your tolling account.   |
| Chosen vehicle            | the vehicle you choose by providing the current plate number to pay a toll under clause 6 of the agreement.   |
| Deposit                   | the first amount you pay, which is:  a) the calculated minimum amount, or  b) any greater amount requested by you.  |
| Dishonour fee             | an amount charged to your account because you didn't meet a payment under this agreement.   |
| Electronic toll point     | any place on a toll road where vehicles are detected by an electronic tolling system, including the 'toll payment point' as defined under section 52(1) of the act.   |
| Enforcement authority     | the authority responsible for enforcing toll collection under section 46 of the act.  |



| Common terms                      | Means:   |  |  |
|-----------------------------------|--|--|--|
| End date                          | a) for casual users, when you complete your paid toll trips or two years after   |  |  |
|                                   | your payment date, whichever happens first   |  |  |
|                                   | b) for account holders, when your account closes under section 8 of appendix B.  |  |  |
| Fee                               | a charge for providing a service, including an administration charge under section 51(4) of the act.                                     |  |  |
| GST                               | goods and services tax.  |  |  |
| Payment charge                    | the additional charge to cover the costs of processing a payment through an ap-  |  |  |
|                                   | proved retailer or the contact centre.   |  |  |
| Plate number, plates              | any vehicle plate issued under:  |  |  |
|                                   | a) part 17 of the Land Transport Act 1998, or  |  |  |
|                                   | b) the Transport Act 1962, or  |  |  |
|                                   | c) the Transport (Vehicle and Driver Registration and Licensing) Act 1986.   |  |  |
| POLi                              | the online payment service offered by Paymark Limited.   |  |  |
| Public road controlling authority | the controlling authority for a toll road under section 46 of the act.   |  |  |
| Schedule of fees                  | the list of fees included at the end of this agreement and also published on the Waka Kotahi website.                                    |  |  |
| Start date                        | a) for casual users, the date you use the toll road or the date you purchase a toll (whichever is earliest)                              |  |  |
|                                   | b) for account holders, when your account is activated.  |  |  |
| Toll                              | the fixed charge for using a toll road.  |  |  |
| Toll payment notice               | an invoice sent to the registered person of a vehicle that includes unpaid tolls and charges.  |  |  |
| Toll road                         | any New Zealand road, tunnel or bridge where we charge a toll.   |  |  |
| Toll trip                         | driving a vehicle in one direction through one or more electronic toll points, uninterrupted by exit or re-entry, on a single toll road. |  |  |
| Toll road website                 | the Waka Kotahi toll road website (www.tollroad.govt.nz).  |  |  |
| Top-up threshold                  | the minimum amount in your toll account before it will top-up automatically with   |  |  |
| . ,                               | your chosen top up amount from your debit/credit card or by direct debit.  |  |  |
| Waka Kotahi toll road             | The Waka Kotahi tolling service.   |  |  |

## **Tolling products**

- 3.1 Under this agreement, you may pay for tolls as a casual user or as an account holder.
- 3.2 Casual users can pay for tolls using Pay & Go as outlined in appendix A.
- 3.3 Account holders can pay for tolls using the following tolling products as outlined in appendix B:
  - (a) Set & Go
  - (b) Remind Me
  - (c) Bill Me commercial businesses only.

# 4 Timeframe of this agreement

- 4.1 This agreement starts on the start date and stops on the end date. You must still pay any tolls or fees owing after the end date.
- 4.2 The start date is:
  - (a) for casual users, the date you use the toll road or the date you buy a toll, whichever is earliest
  - (b) for account holders, when we activate your account.
- 4.3 The end date is:
  - (a) for casual users, when you use your paid toll trips or two years after the date you pay, whichever happens first
  - (b) for account holders, when we close your account under section 8 of appendix B.

#### Completing an application and accepting this agreement

- 4.4 If you choose to be a casual user, you accept this agreement on the start date.
- 4.5 If you choose to be an account holder, you accept this agreement when:
  - (a) you accept:
    - (i) on the online application on the Waka Kotahi toll road website
    - (ii) by telephone, and
  - (b) we activate your account under clause 4.7 or 4.8 of the agreement.
- 4.6 If you apply to be an account holder by phone, we'll give you a summary of this agreement and confirm you accept. If you want a written copy, we can email it to you or tell you how to view it on our website. You can cancel this agreement by contacting us no more than seven days after the date you applied by phone. If we've already activated your account, your cancellation is a request to close the account and section 8 of appendix B applies.

#### **Activating your account**

- 4.7 We'll activate a Bill Me account when:
  - (a) you give us all the information we need and we approve your online application this may require a satisfactory credit check, and
  - (b) we load a direct debit authority for your chosen bank account.
- 4.8 We'll activate a Set & Go or Remind Me account when:
  - (a) you give us all the information we need, and
  - (b) we approve your chosen form of payment and receive your deposit.
- 4.9 You can pay the deposit by using:
  - (a) your chosen credit card at the time you apply
  - (b) any other credit card at the time you apply
  - (c) direct debit from your chosen bank account, once you either give us a signed direct debit authority or load your bank account online
  - (d) POLi
  - (e) any other way we agree to.
- 4.10 We'll let you know when we activate your account.
- 4.11 We have the right to reject your application but we'll tell you the reasons for rejection.

#### 5 **How the system works**

- 5.1 We detect toll trips using a video camera to photograph plates at an electronic toll point. We identify chosen vehicles by either optical character recognition or manual recognition of a plate number.
- 5.2 You must make sure that the plates of chosen vehicles are:
  - (a) not covered or damaged
  - (b) always clearly readable.
- 5.3 If you don't pay a toll, you'll get a Toll payment notice asking you to pay the toll and any related fees. You may also be guilty of an offence which can result in an infringement notice or prosecution.
- 5.4 If you don't pay the amounts owed in a *Toll payment notice*, we may take the following enforcement action:
  - (a) referral to a debt collection agent and a collection fee calculated on the debt amount will be added by the debt collection agent, followed by recovery action in the courts
  - (b) an infringement fee issued to the driver or registered person of the vehicle, enforced under the Land Transport Act 1998 as a toll offence.

If an infringement fee remains unpaid, it could be enforced through the courts as an infringement fine under part 3 of the Summary Proceedings Act 1957.

- 5.5 If any chosen vehicle or plate is lost or stolen, you must tell us straight away. We won't charge you or debit your account for any tolls collected on the vehicle or plate after the date you tell us it's lost or stolen.
- 5.6 If any chosen vehicle has a change of plate number, you must tell us straight away.

#### **Toll payment**

- 6.1 If you're a casual user, you agree to pay your tolls under sections 1 and 2 of appendix A.
- 6.2 If you're an account holder, you agree to pay your tolls under sections 1 and 4 of appendix B.

# 7 How we set and change tolls and fees

- 7.1 We set the tolls for a toll road, and may change them at any time.
- 7.2 You can find the tolls for a toll road:
  - (a) on our website
  - (b) on signs nearing the toll road, or
  - (c) by contacting us directly.
- 7.3 We publish any changes to tolls on our website at least four weeks before the changes happen.
- 7.4 We set the fees under this agreement. They're listed in the schedule of fees and we may change them from time to time. We publish any changes to the fees on our website before the changes happen.
- 7.5 It's up to you to know:
  - (a) the tolls for a toll road
  - (b) the fees under this agreement.
- 7.6 Any changes to tolls or fees don't change the other terms and conditions of this agreement.

#### 8 General

#### Your information

8.1 We collect and hold your personal information under the Privacy Act 2020. For our detailed privacy policy and how to ask for and correct your personal information, see appendix D.

#### How to contact us

| Method   | Details   |
|----------|---|
| Internet | For contact details and opening hours: www.nzta.govt.nz/contact-us                                |
| Email    | tollroad@nzta.govt.nz   |
| Phone    | 0800 40 20 20 (from within NZ)<br>+64 6 953 6200 (from overseas)                                  |
| Mail     | Toll Road<br>Waka Kotahi<br>Palmerston North Office<br>Private Bag 11777<br>Palmerston North 4442 |

## **Errors**

8.3 If you think there's a mistake in collecting payment, contact us and we'll investigate. We may ask you for more information. We'll let you know of the investigation outcome within 10 working days after you contact us or give us more information.

# **Currency and GST**

- 8.4 All tolls and charges are in New Zealand currency and include GST unless otherwise stated. GST applies from the time of travel.
- 8.5 A Toll payment notice is a GST invoice under the Goods and Services Tax Act 1985.

## Changes to this agreement

8.6 We may change this agreement at any time. We publish information about any changes on our website at least 30 days before the changes start. If we change this agreement in a way that may affect you, we'll tell you at least 30 days before the change starts, using the email address you give us.

# **Appendix A**

## Casual users

# 1 Pay & Go toll payment

- 1.1 You may pay one or more tolls for a chosen vehicle:
  - (a) by paying in advance before a toll trip
  - (b) by paying no more than five working days after a toll trip.
- 1.2 You must pay a toll when the vehicle reaches the toll point on a toll road, under section 52(1) of the act. However, as long as you pay the toll within five working days of the toll trip, we won't enforce our rights under this section.
- 1.3 You can pay:
  - (a) on our toll road website using a credit card, debit card (Visa/Mastercard Debit) or POLi (payment online), with no payment charge
  - (b) in person at approved retailers with an added payment charge
  - (c) by telephone, using a credit card, with an added payment charge.
- 1.4 You can pay for more than one toll trip for a chosen vehicle. However, you can't transfer your payment to another vehicle or use it on a different toll road.
- 1.5 You choose vehicles by giving us the vehicle's plate number and you make payments on that number.

## If you pay in advance

- 1.6 If you pay for tolls in advance, but don't use the full amount, we hold the left over amount. We use it to pay for any more toll trips in the chosen vehicle on the road you payed for, up until the end date.
- 1.7 Clause 1.6 of appendix A applies regardless of who the registered person of the chosen vehicle is at the time of a toll trip.
- 1.8 It's up to you to keep track of the number of toll trips you make and to know your end date. There may be penalties for the driver or registered person of the chosen vehicle if toll trips are:
  - (a) more than the amount you've paid in advance, or
  - (b) after the end date.

See appendix C for more information.

- 1.9 It's up to you to let us know if you change the plates on your chosen vehicle. You must also arrange for any credit to be refunded and pay for any trips on your new plate number.
- 1.10 You can check your balance through our toll road website or by contacting us. You'll need your receipt number and the chosen vehicle's plate number.
- 1.11 You can ask for a refund of any unused amount at any time through our toll road website or by contacting us. You'll need your receipt number, plate number, and bank account to get a refund.

## If you pay afterwards

- 1.12 You must pay a toll when the vehicle reaches the toll point on a toll road, under section 52(1) of the act. However, as long as you pay the toll within five working days of the toll trip, we won't enforce our rights under this section.
- 1.13 It's up to you to know and pay for all toll trips in your chosen vehicle.
- 1.14 Processing delays can mean the system may not show you straight away how many toll trips you need to pay for. If you think a processing delay may have happened when you go to pay, you can either:
  - (a) pay enough to cover all the toll trips you know you've done in your chosen vehicle within the past five working days, or
  - (b) pay for the toll trips shown, and check again within the next five working days to see if you need to pay more.
- 1.15 A delay in a toll trip showing doesn't affect your legal responsibility to pay the toll.
- 1.16 For more information about your legal responsibilities around tolls and charges, see appendix C.

# **Appendix B**

# **Account holders**

## 1 Account holder toll payment

#### Set & Go

- 1.1 If the balance of your Set & Go account falls below the top-up threshold, we'll debit the top-up amount from your chosen bank account or credit/debit card. You must make sure there's always enough money in your chosen bank account or credit/debit card for us to take the agreed top-up amount. If you've asked us to, we'll email you to let you know if a top-up fails.
- 1.2 If any payment from your chosen bank account or credit/debit card fails for any reason, we may add a dishonour fee to your Set & Go account.
- 1.3 You must make sure your top-up amount is enough to cover your tolls and keep your Set & Go account in credit. You agree that Waka Kotahi may change your top-up amount to cover your tolls and keep your account in credit. We'll tell you if we do this.
- 1.4 We'll only debit funds from, or credit funds into, your chosen bank account or credit/debit card as authorised by:
  - (a) the relevant authority to debit a bank account or credit/debit card
  - (a) another arrangement we agree with you in writing.
- 1.5 If you don't cover your tolls and keep your Set & Go account in credit, or have valid payment authorities in place, we may change your account type to Remind Me. We'll email you to let you know if this happens.

#### **Remind Me**

1.6 You must top up your account before your balance gets below zero. We'll email you when you reach your low balance threshold.

#### Bill Me

- 1.7 We'll invoice you for the tolls you owe at the end of each month. Under section 52(1) of the act, you must pay a toll when the vehicle reaches the toll point on a toll road. However, if you pay in full by direct debit by the 20th of the month after the month of the invoice date, we won't to enforce our rights under this section.
- 1.8 You must make sure there's always enough money in your chosen bank account for us to take the monthly payment. If there isn't enough money, we may charge a dishonour fee.

## 2 Updating your account information

- 2.1 If you have a Set & Go or Bill Me account and you close or cancel your chosen bank account or credit/debit card, you must tell us immediately and we may suspend your account. See section 7 of appendix B for more information.
- 2.2 You must tell us immediately if your account details change (including name, address, other contact details, and chosen vehicle details), by:
  - (a) contacting us
  - (b) updating your account details on our toll road website.
- 2.3 If you sell a chosen vehicle, you must remove it from your account or let us know immediately so we stop charging tolls to your account from the date the vehicle is sold.
- 2.4 If you add a chosen vehicle to another account, it deactivates from the first account. If this happens, we'll email to let you know we've stopped toll charges for the vehicle on the first account.

## 3 What vehicles you can pay tolls for with your account

- 3.1 You can use your account to pay for tolls on any vehicle you choose.
- 3.2 You don't have to be the registered person of a chosen vehicle. But if the registered person is someone else, you need to get that person's consent to pay tolls on their behalf for that vehicle. Choosing a vehicle means you:

- (a) have that consent
- (b) explained to the registered person, and any other person likely to drive the chosen vehicle on the toll road, what could happen if tolls on the chosen vehicle aren't paid from your account.
- 3.3 We take no responsibility for any failure on your part to do the things set out in clause 3.2 of appendix B, nor for any legal action if a toll isn't paid.
- 3.4 You can find information in appendix C about what can happen for drivers and registered persons if tolls aren't paid.

#### How many vehicles can you choose?

- 3.5 There is no limit to the number of vehicles you can choose.
- 3.6 You can change, remove or add a vehicle by updating your account details.

#### 4 What you agree to pay

- 4.1 You agree that we can charge your account with:
  - (a) tolls, under clause 4.2 of appendix B
  - (b) any applicable fees, under clause 4.3 of appendix B
  - (c) any outstanding *Toll payment notices* for a vehicle registered in your name
  - (d) any other amount you must pay under this agreement.

#### **Charging of tolls**

4.2 Unless clause 5.5 of the agreement applies, we'll charge tolls to your account when we identify your chosen vehicle using a toll road.

#### **Charging of fees**

4.3 We may charge fees to your account, as set out in the schedule of fees. Any unpaid fee is a debt owing to us.

## **Dishonoured payments**

4.4 If a payment from your chosen bank account or credit/debit card fails for any reason, we may add a dishonour fee.

## 5 Checking and updating your account details and getting statements

- 5.1 You can check or update your account details, including your chosen vehicle and transaction details, for free, by:
  - (a) logging into your toll road account on our website
  - (b) contacting us.
- 5.2 We won't issue a monthly tax invoice/statement unless you ask us to. You can ask us to send you:
  - (a) an email letting you know when your monthly tax invoice/statement is ready in your toll road account, free of charge
  - (b) a monthly tax invoice/statement in the mail, for a fee.
- 5.3 If your details change, you must update your account immediately. You can do this either through our toll road website or by calling us.

#### 6 Errors

- 6.1 Contact us as soon as possible if you think there's a mistake in:
  - (a) a charge to your account or a debit to your chosen bank account or credit/debit card
  - (b) any tax invoice/statement we issue for your account.

We'll investigate and may ask you for more information. We'll let you know the outcome of our investigation within 10 working days after you contacted us or gave us more information.

## 7 Suspending and reactivating your account

#### Set & Go

7.1 We'll automatically suspend your account if your balance falls below zero and automatic top-ups have failed. We'll email you when we suspend your account.

7.2 We'll automatically reactivate your account when your balance is returned to credit. We'll email you when we reactivate your account.

#### **Remind Me**

- 7.3 We'll automatically suspend your account if your balance falls below zero and you don't top-up your account. We'll email you when we suspend your account.
- 7.4 We may reactivate your account if you give us a chosen bank account or credit/debit card we can debit.

#### Bill Me

- 7.5 We'll suspend your account if any invoice on it remains unpaid. Any toll trips made after the suspension won't charge to your suspended account. This means you must now pay your tolls as a casual user. We'll invoice your account at the end of the month for all toll trips you made up to the suspension.
- 7.6 We may reactivate your account if you give us a chosen bank account or credit/debit card we can debit.

## Set & Go, Remind Me or Bill Me

- 7.7 We may suspend your account if your credit check is unsatisfactory or if either of the events in clause 2.1 of appendix B happen, even if you tell us under that clause.
- 7.8 Tolls can't charge to a suspended account until we reactivate it. However, any tolls or fees added before the date of suspension will charge to your account.
- 7.9 We may send the suspended account debt to a debt collection agent if you don't take the necessary steps under 1 of app1dix B to allow it to reactivate. A collection fee is calculated on the debt amount and added by the debt collection agent.
- 7.10 There could be legal action against you if tolls are added while the account is suspended. See appendix C for more information. You must explain the possible legal action to anyone who may add tolls while the account is suspended.
- 7.11 You may need a satisfactory credit check to reactivate your account.

# **8** Closing your account

- 8.1 You can ask us to close your account at any time.
- 8.2 Your account won't be closed until you've paid:
  - (a) any amount owing in your account
  - (b) any other amounts you owe us under this agreement.
- 8.3 We may close your account if it's suspended and you haven't taken the necessary steps under section 1 of appendix B to allow it to reactivate.
- 8.4 We'll tell you we're going to close your account at least seven days before we do.
- 8.5 When we close your account, we'll refund any remaining credit, after taking any outstanding fees, to your chosen bank account or credit/debit card.

#### Changing your method or means of payment

- 8.6 If you have a Set & Go or Remind Me account, you may change how you pay your account at any time. You can do this on our toll road website or by contacting us.
- 8.7 You may ask us to change or cancel a payment method at any time. For example, you may ask us to change your chosen bank account or credit card, or to change from direct debit to a credit/debit card.
- 8.8 We must approve any change, and may need a satisfactory credit check. If we don't approve the change, we may suspend your account under section 7 of appendix B.

# **Appendix C**

# Tolls: legal obligations and what happens when you don't meet them

## 1 About this appendix

This is a summary of:

- (a) the legal responsibilities of drivers, registered persons of motor vehicles and paying tolls
- (b) the types of action we may take if you don't pay a toll.

The summary is an appendix to our standard agreement for using our tolling services and you should read it with the agreement. The summary isn't part of the agreement, isn't a definitive or authoritative statement of the law and isn't a substitute for legal advice. If in doubt about your responsibilities, you should seek independent legal advice.

The summary contains defined terms. You can find the meanings of the defined terms in the agreement.

## 2 Legal responsibilities concerning tolls

The responsibility to pay a toll under the Land Transport Management Act 2003, is as follows:

- (a) A driver on a toll road must pay a toll when the vehicle reaches the toll payment point.
- (b) If the driver fails to pay the toll, the registered person of the vehicle must then pay the toll.
- (c) It's an offence if that person doesn't pay a toll without a reasonable excuse.
- (d) An unpaid toll is a debt due to Waka Kotahi under sections 52 to 54 of the act.

#### 3 Unauthorised use of vehicles

Under the act, the registered person of a vehicle won't have to pay a toll if:

- (a) another person was in charge or control of the vehicle, or the vehicle was stolen, at the relevant time, and
- (b) the registered person supplies a sworn statement in writing or a statutory declaration that this is the case.

If another person was in charge or control of the vehicle at the relevant time, the statement or declaration must include the name and address of the driver of the vehicle, or other details that may help identify the driver.

The statement or declaration must be sent to the toll road operator within 28 days of getting the *Toll payment notice*, under section 52(3) of the act.

## 4 What happens if you don't pay

Although the act says you must pay a toll at the time the vehicle reaches the toll payment point, our electronic payment system allows you to pay within five working days after a toll trip.

If we detect a vehicle making a toll trip, and you don't pay for that trip within five working days, you aren't meeting your responsibilities. We'll send a *Toll payment notice* to you asking you to pay the toll and any applicable fee.

Unpaid tolls and fees are a debt due to us. If you don't pay the amounts owed in a *Toll payment notice*, we may take the following enforcement action:

- (a) referral to a debt collection agent and a collection fee calculated on the debt amount will be added by the debt collection agent, followed by recovery action in the courts
- (b) an infringement fee issued to the driver or registered person of the vehicle, enforced under the Land Transport Act 1998.

If an infringement fee remains unpaid, it could be enforced through the courts.

# **Appendix D**

# **Privacy policy**

This privacy policy applies to personal information that we collect through Waka Kotahi toll road and the toll road website.

## 1 Information collected through Waka Kotahi toll road

We collect and store your personal information under the Privacy Act 2020.

# Why we collect your personal information

- 1.1 We collect, hold, use, and disclose your personal information for reasons relating to the products and services offered by Waka Kotahi toll road, under sections 46-55 of the Land Transport Management Act 2003. The reasons include:
  - (a) collecting tolls
  - (b) enforcing a toll offence under section 54 of the act
  - (c) administering your account
  - (d) providing customer support.

#### What we collect

- 1.2 If you're an account holder, the personal information we collect about you may include your:
  - (a) name
  - (b) email address
  - (c) other contact details
  - (d) payment method and details
  - (e) chosen vehicle details.
- 1.3 When you use a toll road, the information we collect about you as you pass under the electronic toll point is:
  - (a) the plate number
  - (b) the vehicle type
  - (c) the date,
  - (d) the time,
  - (e) the direction of travel on the toll road.
- 1.4 If you're a casual user and you don't pay the toll within five working days, we'll access the Motor Vehicle Register under section 235 of the Land Transport Act 1998. This is to get the contact details of the person registered for the vehicle that used the toll road so we can send them a *Toll payment notice*.
- 1.5 We also keep electronic or other records relating to you and each of your tolling products. This includes details of all transactions involving any plate number linked to your account, or where you're the driver or registered person.

#### How we collect your personal information

- 1.6 Where possible, we collect your personal information directly from you, such as over the phone or internet.
- 1.7 We also collect your personal information using automatic number plate recognition cameras with optical character recognition technology. When your vehicle passes under the electronic toll point, sensors on the gantry activate, triggering the camera and measuring the size of your vehicle.
- 1.8 If you're a casual user, we may also collect your personal information from the Motor Vehicle Register if you don't pay the toll in time.

## How we use your personal information

- 1.9 We'll use your personal information for the reasons in clause 1.1 of appendix D and under sections 46-55 of the Land Transport Management Act 2003 and the Privacy Act 2020.
- 1.10 Any images of your vehicles and number plates, and any associated personal information we hold, is only used for toll collection and enforcement, under section 50 of the Land Transport Management Act 2003.

## How we may disclose your personal information

1.11 Any images of your vehicles and number pates, and any associated personal information we hold, is only disclosed as allowed under principle 11 of the Privacy Act 2020 and section 50 of the Land Transport Management Act 2003.

1.12 We may disclose personal information to those who provide services in connection with our toll road products and services, on the condition that they only use the information for the reason we give it to them.

## Display of toll trip details on the toll road website

- 1.13 If, as a casual user, you choose to use the website to pay for a toll after you've made a trip, the date, time, direction of travel and toll road will be displayed for any unpaid tolls on the plate number.
- 1.14 By authorising someone else to pay a toll on your behalf, you'll also be authorising them to access information relating to any unpaid tolls linked to your number plate.
- 1.15 This information will be available on the website until you pay the toll or we issue a *Toll payment notice* whichever happens first.
- 1.16 If you don't want this information to be available on the toll road website, you can set up an account or prepay your tolls before you use a toll road.
- 1.17 If you get a *Toll payment notice* or infringement notice, you'll need the notice number and your plate number to access the information and pay the notice. You can do this, and pay any other outstanding notices in your name, on our toll road website or by phone.
- 1.18 By authorising someone else to pay a notice on your behalf, you also authorise them to access information relating to any other outstanding notices in your name.

#### Keeping information secure

- 1.19 We take all reasonable steps to keep your personal information secure and protect it from loss, misuse, and unauthorised access, modification or disclosure. This includes limiting access and use of personal information within toll road services.
- 1.20 Your unique username and password controls access to your account. Except for your credit card number, authorised Waka Kotahi staff can also access your account details for the reasons in clause 1.1 of appendix D.
- 1.21 We require other organisations who provide support services to safeguard the privacy of the information given to them.

#### Keeping information accurate and up to date

- 1.22 We take all reasonable steps to make sure your personal information is accurate, up-to-date, and complete. Please help us keep our records correct and let us know if your contact details or other personal information changes.
- 1.23 You have the right to correct any personal information we hold about you. If you think any personal information we hold about you is wrong, incomplete or outdated, please let us know and we'll correct it.
- 1.24 If you're an account holder, you can also check and update your account details at any time by logging into our toll road website.

#### How you can access your information

1.25 You have the right to ask for access to any personal information we hold about you. We'll give you access where it can be easily done and so long as there aren't any legal or administrative reasons to deny access. If we deny access, we'll let you know the reason why. To ask for access to your personal information you can contact us by:

| Email                 | Phone         | Mail                    |
|-----------------------|---------------|-------------------------|
| tollroad@nzta.govt.nz | 0800 40 20 20 | Palmerston North Office |
|                       |               | Private Bag 11777       |
|                       |               | Palmerston North 4442   |
|                       |               |                         |

1.26 If you're an account holder, you can also access all your account and transaction information at any time by logging into the toll road website.

#### Information collected through the toll road website (www.tollroad.govt.nz)

1.27 Where you voluntarily provide personal information on the toll road website, we'll keep that information secure and only use it for the purpose it was given.

## Website analytics

- 1.28 We analyse non-identifiable web traffic data to improve our services. We use Google Analytics, a third party service to analyse the web traffic data for us. We own the data and don't share it with any other party for any other purpose.
- 1.29 We may collect, hold, and use statistical information about website visits to help us improve the site. Examples include:
  - (a) your IP address
  - (b) the search terms you used
  - (c) the pages you visited on our site and the links you clicked on
  - (d) the date and time you visited the site
  - (e) the site you were on when you clicked through to this site
  - (f) your operating system for example, Windows XP, Mac OS X
  - (g) the type of web browser you use for example, Internet Explorer, Mozilla Firefox.

The collected data isn't personally identifiable. IP addresses are masked so that they can't be used to identify individuals. Our web analytics will also respect any 'do not track' setting you might have set on your browser.

#### **Cookies**

1.30 We use cookies on our site where they're required for particular features to work.

We also use tracking cookies with Google Analytics to track and analyse non-personally identifiable data about our website usage.

#### **Privacy concerns**

If you have any questions or concerns about any personal information we hold, please email the Privacy Officer at: privacy@nzta.govt.nz

Or write to:

The Privacy Officer Waka Kotahi Private Bag 6995 Wellington 6141 This schedule is current with effect from July 2023.

Amounts include GST and are in \$NZD.

# Waka Kotahi NZ Transport Agency toll accounts

The following fees apply to Waka Kotahi toll accounts:

| Fee type                             | Description   | Delivery method | Fee     |
|--------------------------------------|---|-----------------|---------|
| Statement fee                        | The cost to print a statement.  | Mail            | \$0.80  |
|                                      |   | Online          | \$0.00  |
| Invoice fee                          | The cost to print an invoice.   | Mail            | \$0.80  |
|                                      |   | Online          | \$0.00  |
| Additional tax/invoice statement fee | The cost of each extra tax invoice or statement requested.            |                 | \$2.30  |
| Dishonour fee                        | The cost of failed payments through your chosen payment method        |                 | \$20.60 |
| Service fee                          | The cost of processing a payment for tolls through the contact centre |                 | \$3.70  |
| Transaction fee                      | The cost of buying tolls through the cash payment option              |                 | \$1.50  |

# **Unpaid tolls**

The following fees apply to unpaid tolls:

| Fee type           | Description  | Fee     |
|--------------------|--|---------|
| Dishonour fee      | The cost of failed payments through your chosen payment method         | \$20.60 |
| Administration fee | The cost of issuing and processing a payment for a Toll payment notice | \$4.90  |

**Please note:** we may amend the schedule of fees in line with the current customer agreement.

