



1 WHO WE ARE

- 1.1 The New Zealand Transport Agency is a Crown entity, established under the Land Transport Management Act 2003 (“**Transport Agency**”). The Transport Agency is the Public Road Controlling Authority, the Toll Road Operator, and the Enforcement Authority for all Toll Roads in New Zealand. ‘Transport Agency Toll Road’ is the name of the Transport Agency’s tolling service.
- 1.2 The Transport Agency aims to enable efficient and effective use of Toll Roads through our electronic toll collection system.

2 ABOUT THIS AGREEMENT

- 2.1 This Agreement contains defined terms. You can identify a defined term by the use of a capital letter (for example, “Expiry Date”). You can find all the definitions at the end of the Agreement.
- 2.2 Also in this Agreement:
- (a) ‘we’ means the Transport Agency, and ‘our’ and ‘us’ have corresponding meanings, and
 - (b) ‘you’ means the registered person of a vehicle that travels on a Toll Road, a person who nominates a vehicle and makes a payment under clause 6 or the person named as the Account Holder, and ‘your’ has a corresponding meaning.

3 TOLLING PRODUCTS

- 3.1 Under this Agreement, you may purchase Tolls either as a Casual User or as an Account Holder.
- 3.2 A Casual User may purchase Tolls using the following tolling products:
- (a) Pay & Go; and
 - (b) Time Pass
- as described in more detail in Appendix A.
- 3.3 An Account Holder may purchase Tolls using the following tolling products:
- (a) Set & Go;
 - (b) Remind Me; and
 - (c) Bill Me (only available to Account Holders who are commercial businesses),
- as described in more detail in Appendix B.

4 TERM OF THIS AGREEMENT

- 4.1 This Agreement commences on the Commencement Date and expires on the Expiry Date. However, such expiry will not affect your obligation to pay any outstanding Tolls or Fees incurred under this Agreement.

Completing an application and accepting this Agreement

- 4.2 If you wish to become a Casual User, you will be deemed to have accepted this Agreement on the Commencement Date.
- 4.3 If you wish to become an Account Holder, you will be deemed to have accepted this Agreement when:
- (a) you indicate your acceptance:
 - (i) on the online application on the Transport Agency website; or
 - (ii) by telephone (as applicable); and
 - (b) we have activated your account in accordance with clause 4.5 or 4.6 below.
- 4.4 If you apply by telephone to become an Account Holder, we'll give you a summary of this Agreement and seek your acceptance on that basis. We'll also ask if you want to receive a written copy of this Agreement or see it on our Transport Agency website. Depending on your choice, we'll either email you a copy or give you directions to the Toll Road Website. In either case, you'll then have the right to cancel this Agreement by contacting us no more than 7 days after the date you applied by telephone. If we've activated your Account in the meantime, we'll take your cancellation as a request to close the Account, and paragraph 8 of Appendix B will apply.

Activating your Account

- 4.5 We'll activate a Bill Me Account, when:
- (a) you've provided all the information we require and we've approved your online application (which may require a satisfactory credit check); and
 - (b) we've loaded a direct debit authority for your Nominated Bank Account.
- 4.6 We'll activate a Set & Go or Remind Me Account, when:
- (a) you've provided all the information we require; and
 - (b) we've approved your preferred means of payment and your Initial Deposit has been made successfully.
- 4.7 You can pay the Initial Deposit:
- (a) from your nominated credit card, at the time you apply;
 - (b) any other credit card, at the time you apply;
 - (c) by direct debit from your Nominated Bank Account, once you've either supplied a signed authority and we've loaded the facility or you've loaded your bank account online;
 - (d) via POLi; or
 - (e) by any other means that we agree to.
- 4.8 We'll notify you when we have activated your Account.
- 4.9 We reserve the right to approve or reject your application for an Account, but will Notify you of the reasons for any decision to reject.

5 HOW THE SYSTEM WORKS

- 5.1 The process for detecting Tolls is as follows:
- (a) Vehicle Registration Plates are photographed at an Electronic Toll Point using a video camera, generating information about Toll Trips.

- (b) We use the photographic information to identify Nominated Vehicles, by either optical character recognition or manual recognition of a Vehicle Registration Plate.

Vehicle Registration Plates

- 5.2 You must ensure that the Vehicle Registration Plates of the Nominated Vehicle are:
 - (a) not obscured or damaged, and
 - (b) clearly readable at all times.
- 5.3 If any Nominated Vehicle or Vehicle Registration Plate is lost or stolen, you must tell us promptly. If you do so, we won't charge you (if you are a Casual User) or debit your Account (if you are an Account Holder) for any Tolls incurred in respect of the Nominated Vehicle or Vehicle Registration Plate after the date the you advise us it is lost or stolen.
- 5.4 If any Nominated Vehicle has a Vehicle Registration Plate change, you must tell us promptly.

6 TOLL PAYMENT

- 6.1 If you are a Casual User, you agree to pay your Tolls in accordance with paragraphs 1 and 2 (as applicable) of Appendix A.
- 6.2 If you are an Account Holder, you agree to pay your Tolls in accordance with paragraphs 1 and 4 of Appendix B.

7 HOW TOLLS AND FEES ARE SET AND CHANGED

- 7.1 We set the Tolls for a Toll Road, and may amend them at any time.
- 7.2 You can find out about the applicable Tolls for a Toll Road from:
 - (a) our Transport Agency website;
 - (b) signs on the approaches to the Toll Road; or
 - (c) by contacting us directly.
- 7.3 We will publish any changes to Tolls at least four weeks before such changes are to take effect, on our Transport Agency website.
- 7.4 We set the Fees payable under this Agreement. They are listed in the Schedule of Fees, and we may amend them from time to time. We'll publish any changes to the Schedule of Fees prior to changes taking effect on our Transport Agency website.
- 7.5 You're responsible for being aware of:
 - (a) the Tolls payable for a Toll Road; and
 - (b) the Fees payable under this Agreement.
- 7.6 A change to the applicable Tolls or Fees does not constitute a change to the terms and conditions of this Agreement.

8 GENERAL

Your privacy

- 8.1 We'll collect and hold your personal information in accordance with the Privacy Act 1993. For our detailed Privacy Policy, and information about how to request access to and correction of your personal information, see Appendix D.

How to contact us

8.2 You can contact us by:

Internet	www.tollroad.govt.nz
Email	Tollroad@nzta.govt.nz
Phone	0800 40 20 20 (from within NZ) (+64 6 953 6200 from overseas) Hours of operation Monday – Friday 8am – 8pm Saturday & Sunday 9am – 5pm
Mail	Toll Road Palmerston North Office Private Bag 11777 Palmerston North 4442

Errors

8.3 If you contact us because you believe there has been an error in respect of a payment, we'll investigate the matter promptly. We may ask you to provide further information. We will then contact you, within 10 working days after you contacted us or supplied further information to us, to Notify you of the outcome of our investigation.

Currency and GST

8.4 All Tolls and Charges are in New Zealand currency and are inclusive of GST except where indicated. 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 amend this Agreement at any time and we will publish information about the amendment on the Transport Agency website, at least 30 days before the amendment takes effect. In addition, if we materially amend this Agreement in a way that we believe may affect you, we'll notify you by email to the email address you have provided to us at least 30 days before the amendment takes effect.

9 DEFINITIONS

<i>Account</i>	means a tolling account held in your name by us, to pay Tolls and Fees.
<i>Account Holders</i>	means a person who sets up an Account with the Transport Agency.
<i>Act</i>	means the Land Transport Management Act 2003.
<i>Administration Fee</i>	means the charge to cover the cost of issuing and processing a payment for a Toll Payment Notice, as defined under the Land Transport (Administrative Fees for the Recovery of Unpaid Tolls) Regulations 2008.
<i>Agreement</i>	means this agreement including Appendices A, B and D but excluding Appendix C.
<i>Approved Retailer</i>	means a retailer listed as such on the Transport Agency website that has a EPAY Toll payment device.
<i>Business Contact</i>	means the charge to cover the cost of issuing and processing a payment for a Toll Payment Notice.
<i>Calculated Minimum Amount</i>	means the minimum Initial Deposit amount calculated by us as advised on our website from time to time.
<i>Casual User</i>	means any person who uses a Toll Road or purchases a Toll who is not an Account Holder.

<i>Commencement Date</i>	means: (a) in respect of Casual Users, the date you use the Toll Road or the date you purchase a Toll (whichever is earliest); or (b) in respect of Account Holders, when you've completed an online application, indicated your acceptance of the Agreement by one of the means set out in clauses 4.3(a)(i) or (ii), and we've activated your Account under clause 4.5 or 4.6.
<i>Dishonour Fee</i>	means an amount debited by us to your Account to recover the costs incurred by us, because insufficient funds or credit were available to meet a payment obligation under this Agreement.
<i>Electronic Toll Point</i>	means any place on a Toll Road where vehicles are detected by an electronic tolling system, and includes the 'toll payment point' as defined under section 52(1) of the Act.
<i>Enforcement Authority</i>	means the authority responsible for enforcing toll collection and named in the relevant Order in Council made under section 46 of the Act.
<i>Expiry Date</i>	means: a) in respect of Casual Users, when you have completed your paid Toll Trips or 2 years after the date of your payment, whichever happens first; and b) in respect of Account Holders, when your account is closed under paragraph 8 of Appendix B.
<i>Fee</i>	means a charge for providing a service in accordance with the Schedule of Fees, and includes an administration charge under section 51(4) of the Act.
<i>GST</i>	means goods and services tax under chargeable, or to which a person may be liable, under the Goods and Services Tax Act 1985.
<i>Initial Deposit</i>	means: a) the Calculated Minimum Amount; or b) any greater amount requested by you.
<i>Nominated Bank Account</i>	means a valid account with a financial institution nominated by you as a source of payment for your Account.
<i>Nominated Vehicle</i>	means the vehicle you nominate by providing the current Vehicle Registration Plate when making a payment in accordance with clause 6.
<i>Notification</i>	means delivery (as applicable): a) by post to your nominated postal address, which is deemed to have been delivered in the ordinary course of post, after the date of posting by us; or b) electronically to your email address, which is deemed to have taken place when we receive confirmation of transmission on our server, and 'Notify' and 'Notified' have the corresponding meanings.
<i>Payment Charge</i>	means the additional charge applied to a Toll payment to cover the costs of processing the Toll payment through a specific payment method such as via an Approved Retailer or the Toll Road Contact Centre. The payment charge applies to each Toll payment made rather than each Toll purchased.
<i>Payment Online (POLi)</i>	means the online payment service offered by Paymark Limited.
<i>Public Road Controlling Authority</i>	means the controlling authority for a Toll Road as set out in the relevant Order in Council made under section 46 of the Act.
<i>Schedule of Fees</i>	means the list of Fees published on the Transport Agency website and included at the end of this Agreement.
<i>Toll</i>	means the fixed charge levied by a Toll Road Operator under the Act for the use of a Toll Road, and Tolls has a corresponding meaning.

<i>Toll Payment Notice</i>	means an invoice sent to the registered person of a vehicle that includes unpaid Tolls and Charges.
<i>Toll Road</i>	means any New Zealand road, tunnel or bridge in respect of which we charge a Toll, and whose Toll Road Operator has an interoperability agreement with us.
<i>Toll Road Operator</i>	means the person designated as the operator of a Toll Road under the Act.
<i>Toll Trip</i>	means the driving of a vehicle in one direction through one or more Electronic Toll Points, uninterrupted by exit or subsequent re-entry, on a single Toll Road.
<i>Transport Agency Toll Road</i>	means the Transport Agency's tolling service.
<i>Transport Agency Website</i>	means the Transport Agency website (www.tollroad.govt.nz).
<i>Top-Up Threshold</i>	means an amount, identified by us in advance, which will require a top-up of the balance of the Account.
<i>Vehicle Registration Plate</i>	means any vehicle registration plate issued under: <ul style="list-style-type: none"> 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.

APPENDIX A

CASUAL USERS

1 PAY & GO TOLL PAYMENT

- 1.1 You may pay one or more Tolls, in respect of a Nominated Vehicle:
- (a) before a Toll Trip (paying in advance), or
 - (b) no more than five days after a Toll Trip (paying afterwards).
- 1.2 Under section 52(1) of the Act, you are liable by law to pay a Toll when the vehicle reaches the toll point on a Toll Road. However, the Transport Agency agrees not to enforce its rights under this section provided you pay the Toll within five days of the Toll Trip.
- 1.3 You can pay:
- (a) on our Transport Agency website using a credit card, debit card (Visa/Mastercard Debit) or Payment Online (POLi), without incurring additional Payment Charges;
 - (b) in person at Approved Retailers subject to an additional Payment Charge; or
 - (c) by telephone, using a credit card, subject to an additional Payment Charge.
- 1.4 You can pay for single or multiple Toll Trips in respect of the Nominated Vehicle. However, your payment is not transferable to another vehicle or cannot be used on a different road than the Toll Trip was purchased for.
- 1.5 Vehicles are nominated by providing the Vehicle Registration Plate attached to that vehicle. Purchases are made on that Vehicle Registration Plate.

If you pay in advance...

- 1.6 If you choose to pay for Tolls in advance, but don't immediately incur Tolls for the full amount you've paid, we'll hold the balance of the payment. We'll use that balance to pay for any subsequent Toll Trip, on the road you purchased for, that we detect in respect of the Nominated Vehicle, up until the Expiry Date.
- 1.7 Paragraph 1.6 applies irrespective of who is the registered person of the Nominated Vehicle at the time of a Toll Trip.
- 1.8 You're responsible for keeping track of the number of Toll Trips you make, and for being aware of the Expiry Date. There could be legal consequences for the driver or registered person of the Nominated Vehicle if Tolls are incurred in respect of the vehicle on the road for which the Toll Trip was purchased:
- (a) for more than the amount you've paid in advance, or
 - (b) after the Expiry Date.

For more information about the legal consequences, see Appendix C.

- 1.9 You are responsible for advising the Transport Agency if you change the Vehicle Registration Plates on your Nominated Vehicle and arranging for any credit to be refunded and further trips purchased on your new Vehicle Registration Plate number.
- 1.10 You can check the amount of any unused balance through our Transport Agency website or by contacting us. You'll need to supply your receipt number and the Vehicle Registration Plate number of the Nominated Vehicle.

1.11 We'll refund any unused amount if you ask us to do so. You can seek a refund of unused trip payments at any time through our Transport Agency website or by contacting us. You must have your Vehicle Registration Plate number, receipt number and bank account in order to obtain a refund.

If you pay afterwards...

- 1.12 Under section 52(1) of the Act, you are liable by law to pay a Toll when the vehicle reaches the toll point on a Toll Road. However, the Transport Agency agrees not to enforce its rights under this section provided you pay the Toll within five days of the Toll Trip.
- 1.13 You're responsible for identifying and paying for all the Tolls you've incurred using the Nominated Vehicle.
- 1.14 Processing delays can mean that a Toll Trip isn't displayed for payment immediately, so the system may not be able to tell you straight away how many Toll Trips you need to pay for. If it appears to you at the time of payment that a processing delay may have occurred, you may either:
- (a) pay enough to cover all the Tolls you know have been incurred in respect of the Nominated Vehicle within the past five days, or
 - (b) pay for the Toll Trips that are displayed, and ensure that you check within the next five days whether you need to make another payment.
- 1.15 A delay in displaying a Toll Trip doesn't affect your legal obligation to pay the Toll.
- 1.16 If a Toll isn't paid, the registered person of the Nominated Vehicle will receive a Toll Payment Notice, seeking payment of the Toll and any applicable Administration Fee. The driver or registered person, recorded against the vehicle, may also have been guilty of an offence.
- 1.17 For more information about legal obligations concerning Tolls and Charges, see Appendix C.
- 1.18 We take no responsibility for any consequences of your failure to pay a Toll or a Charge, whether because of a processing delay in our system or otherwise.

2. TIME PASS TOLL PAYMENT

- 2.1 You can set up a Time Pass through the Transport Agency website or by calling us.
- 2.2 We may require an Initial Deposit to set up a Time Pass. Any unused balance at the end of the Time Pass will be automatically refunded to your nominated credit or debit card.
- 2.3 Your Time Pass is valid for all Tolls for which the Transport Agency is the Toll Road Operator, for a single Nominated Vehicle during the time period you specify (which shall not be more than 31 days).
- 2.4 All Tolls incurred will be charged to your Time Pass and payment from your nominated credit or debit card will occur at the end of your specified Time Pass period.
- 2.5 We may also require interim payments be made to clear any accrued outstanding balance on your Time Pass.
- 2.6 At the completion of your Time Pass we will email you a statement of activity to the email address you have provided.
- 2.7 If any payment is not successful, all unpaid Toll Trips charged to your Time Pass will be reversed and the Tolls will require payment by another means. Any Tolls already paid for by a previous interim payment will not be affected.
- 2.8 You may cancel your Time Pass at any time by visiting the Transport Agency website or calling us.

APPENDIX B

ACCOUNT HOLDERS

1 ACCOUNT HOLDER TOLL PAYMENT

Set & Go

- 1.1 If the balance of your Account falls below the Top-Up Threshold, we'll debit the top-up amount from your Nominated Bank Account or nominated credit card. You must ensure that there are always enough funds in your Nominated Bank Account or credit card for us to deduct the agreed top-up amount. If we attempt a top-up which fails we will Notify you by email if you have requested such Notifications and provided us with a valid email address.
- 1.2 If any payment into your Account from your Nominated Bank Account or nominated credit card is dishonoured for any reason, we'll debit your Account with the amount dishonoured and any Dishonour Fee.
- 1.3 You must ensure that your top-up amount is sufficient to cover your current usage to ensure your Account stays in credit. You agree that the Transport Agency may amend your top up amount to reflect your current usage to ensure your Account remains in credit. If we do this we will Notify you that this has occurred.
- 1.4 We acknowledge that we'll only debit funds from, or credit funds into, your Nominated Bank Account or nominated credit card as authorised by:
 - (a) the relevant direct debit authority; or
 - (b) the relevant authority to debit a credit card; or
 - (c) another arrangement which we agree with you in writing.
- 1.5 Should you not comply with the obligations set out above in relation to funding your account, maintaining a credit balance or having valid payment authorities in place we may change your Account type to Remind Me. We will Notify you by email that this has occurred where you have provided us with a valid email address.

Remind Me

- 1.6 You must ensure that you top-up your Account before your balance gets below zero. We will Notify you by email when your low balance threshold is reached if you have requested such Notifications and provided us with a valid email address.

Bill Me

- 1.7 We will invoice you for the Tolls you have incurred at the end of each month. Under section 52(1) of the Act, you are liable by law to pay a Toll when the vehicle reaches the toll point on a Toll Road. However, the Transport Agency agrees not to enforce its rights under this section provided you pay the Toll (via direct debit) by the 20th of the month following the receipt of invoice.
- 1.8 You must ensure that there are always enough funds in your Nominated Bank Account for us to deduct the monthly payment. If insufficient funds are available when we attempt to deduct the monthly payment, you could incur a Dishonour Fee. We take no responsibility for the consequences of anyone's failure to pay a Toll or a Fee.

2 UPDATING YOUR ACCOUNT INFORMATION

- 2.1 If you have a Set & Go Account or a Bill Me Account, you must tell us immediately if your Nominated Bank Account or credit card is closed or unable to be debited by us. This event could result in us suspending your Account (see paragraph 7)

- 2.2 You must tell us immediately of any change to your Account information (including name, address, other contact details, and Nominated Vehicle details), by:
- (a) contacting us; or
 - (b) updating your Account details on our Transport Agency website).
- 2.3 If a Nominated Vehicle is sold it is the responsibility of the Account Holder to remove the Nominated Vehicle from the Account immediately or advise the Transport Agency immediately to ensure no further Tolls are charged to the Account from the date the Nominated Vehicle is sold.
- 2.4 If a Nominated Vehicle on your Account is added to another account, this will deactivate the Nominated Vehicle on your Account. In the event that a Nominated Vehicle is deactivated, we will Notify you by email (if you have an email address loaded on your Account) to advise that Tolls for the Nominated Vehicle will no longer be charged to your Account.

3 WHAT VEHICLES YOU CAN PAY TOLLS FOR WITH YOUR ACCOUNT

Nominated vehicles

- 3.1 You can use your Account to pay for Tolls in respect of any vehicle you nominate.
- 3.2 You don't have to be the registered person of a Nominated Vehicle. But if the registered person is someone else, you need to get that person's authority to pay Tolls on his or her behalf in respect of that Nominated Vehicle. Your nomination of a vehicle signifies to us that you have:
- (a) obtained that authority; and
 - (b) explained to the registered person, and any other person likely to drive the Nominated Vehicle on the Toll Road, what the legal consequences could be for them if Tolls incurred in respect of the Nominated 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 paragraph 3.2, nor for the legal consequences for anyone if a Toll isn't paid.
- 3.4 You can find information in Appendix C about the legal consequences for drivers and registered persons if Tolls aren't paid.

How many vehicles can you nominate?

- 3.5 There is no limit to the number of vehicles you can nominate.
- 3.6 You can change or remove a Nominated Vehicle, or nominate extra vehicles, by updating your Account details.

4 WHAT YOU AGREE TO PAY

- 4.1 You agree that we can charge your Account with:
- (a) Tolls, in accordance with paragraph 4.2;
 - (b) any applicable Fees, in accordance with paragraph 4.3;
 - (c) any outstanding Toll Payment Notices issued for a vehicle registered in your name; and
 - (d) any other amount which you are required to pay under this Agreement.

Charging of Tolls

- 4.2 Unless clause 5.3 of the Agreement applies, we'll charge your Account for the relevant Toll whenever we identify your Nominated Vehicle having used a Toll Road.

Charging of Fees

- 4.3 We may charge your Account for any payable Fees, as set out in the Schedule of Fees. Any unpaid Fee is a debt owing to us.

Dishonoured payments

- 4.4 If any payment into your Account from your Nominated Bank Account is dishonoured for any reason, we'll charge your Account with the amount dishonoured and any Dishonour Fee.

5 CHECKING AND UPDATING YOUR ACCOUNT DETAILS AND GETTING STATEMENTS

- 5.1 You can check or update your Account details (including your Nominated Vehicle details and your transaction information) free of charge, by:

- (a) logging into our Transport Agency website; or
- (b) contacting us.

- 5.2 We won't issue a monthly tax invoice/statement unless you ask us to. However, you can ask us to send you:

- (a) Notification, by email, when your monthly tax invoice/statement can be viewed or downloaded by logging into your Toll Road account, free of charge; or
- (b) a monthly tax invoice/statement in the mail, for the applicable Fee.

- 5.3 You must tell us promptly (either via the Transport Agency website or by calling us) if there are any changes to your Account details.

6 ERRORS

- 6.1 If you believe there has been an error in:

- (a) the way we have charged your Account or debited your Nominated Bank Account or credit card; or
- (b) any tax invoice/statement we issue for your Account,

you should contact us as soon as practicable. We'll investigate the matter promptly and may ask you to provide further information. We will Notify you of the outcome of our investigation within 10 working days after receiving your submission or any additional information we have requested from you.

7 SUSPENDING AND REACTIVATING YOUR ACCOUNT

Set & Go

- 7.1 We will automatically suspend your Account if your balance falls below zero and automatic attempts to top-up have been unsuccessful. We will Notify you by email when we suspend your Account if you have provided us with a valid email address.
- 7.2 We will automatically reactivate your Account when your Account balance is returned to credit. We will Notify you by email when we reactivate your account if you have provided us with a valid email address.

Remind Me

- 7.3 We will automatically suspend your Account if your balance falls below zero and you have not made a manual top-up to bring your Account into credit. We will Notify you by email when we suspend your Account if you have provided us with a valid email address.
- 7.4 We may reactivate your Account if you provide a Nominated Bank Account or credit card which is available to be debited by us.

Bill Me

- 7.5 We will automatically suspend your Account if any invoice remains unpaid on your Account. All Toll Trips made after the time of suspension will require payment by other means and will not be charged to your suspended Account (ie you will become a Casual User). All Toll Trips made up until the time of the suspension will be invoiced to your Account at the end of the month.
- 7.6 We may reactivate your Account if you provide a Nominated Bank Account or credit card which is available to be debited by us.

Set & Go, Remind Me or Bill Me

- 7.7 We may suspend your Account if we receive an unsatisfactory credit check or if either of the events in paragraph 2.1 occurs, irrespective of whether you tell us under that paragraph.
- 7.8 If we suspend your Account, no Tolls can be charged to the Account unless and until we reactivate it. However, we may charge your Account for any Tolls or Fees incurred before the date of suspension.
- 7.9 We may refer the suspended Account debt to a debt collection agent, if you've failed within a reasonable time, to take any steps necessary under paragraph 1 to enable it to be reactivated. A collection fee will be added to the suspended Account debt by the debt collection agent and will be calculated according to the amount of the debt.
- 7.10 There could be legal consequences for the driver or registered person of a Nominated Vehicle, if Tolls are incurred while the Account is suspended. For more information about those consequences, see Appendix C. If you're not the driver or registered person of a Nominated Vehicle, you're responsible for explaining the legal consequences to those persons.
- 7.11 Reactivation of your Account may be subject to a satisfactory credit check.

8 CLOSING YOUR ACCOUNT

- 8.1 You may ask us to close your Account at any time, by contacting us.
- 8.2 Your Account will not be closed until you have paid us:
- (a) any negative balance in your Account; and
 - (b) any other amounts you owe us under this Agreement.
- 8.3 We may close your Account if the Account has been suspended and you have failed, within a reasonable time, to take any steps necessary under paragraph 1 to enable it to be reactivated.
- 8.4 We'll Notify you of our intention to close the Account, at least 7 days before taking any action to do so.
- 8.5 When we close your Account, we'll refund any remaining credit balance (after deduction of any outstanding Fees), by paying it into your Nominated Bank Account or nominated credit card (as applicable).

Changing your method or means of payment

- 8.6 If you have a Set & Go or Remind Me Account, you may change how your Account is funded at any time. You can make this change on the Transport Agency website or by contacting us.
- 8.7 You may ask us to change or cancel a method of payment at any time. For example, you may ask us to change your Account or credit card which you nominate as your Nominated Bank Account or nominated credit card, or to change from direct debit to a credit card as your method of payment.
- 8.8 Any change is subject to our approval, and may require a satisfactory credit check. If we don't approve the change, your Account may be suspended under paragraph 7.

APPENDIX C

TOLLS: LEGAL OBLIGATIONS AND CONSEQUENCES OF BREACHING THEM

1. This is a summary of:

- (a) the legal obligations of drivers and registered persons of motor vehicles concerning the payment of Tolls, and
- (b) the types of action that may be taken if someone does not pay a Toll when they're legally obliged to.

The summary is published by us, the Transport Agency, as an appendix to our standard agreement for users of our electronic tolling services. The summary should be read in conjunction with that agreement, but does not form part of the agreement. It is not necessarily a definitive or authoritative statement of the law. If in doubt about your obligations, you should seek independent legal advice.

The summary contains defined terms. You can identify a defined term by the use of capital letters (for example, 'Toll'). Terms defined in the Toll Road terms and conditions have the meanings set out in those terms and conditions.

1.1 Legal obligations concerning Tolls

Statutory liability to pay a Toll is set by the Land Transport Management Act 2003 (the "Act"), as follows:

- (a) The driver of a vehicle on a Toll Road is liable to pay a Toll when the vehicle reaches the toll payment point.
- (b) If the driver fails to pay the Toll as required, the registered person of the vehicle is liable for paying the Toll.
- (c) A person commits an offence if that person, without reasonable excuse fails to pay a Toll payable by that person.
- (d) An unpaid Toll is a debt due to the Toll Road Operator.¹

1.2 Unauthorised use of vehicles

Under the Act, the registered person of a vehicle is not liable to pay a Toll if:

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

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 particulars known to the registered person which may lead to the identification of the driver.

The registered person must supply the statement or declaration to the Toll Road Operator within 28 days after being Notified of the non-payment of the Toll.²

2. Non-payment and its consequences

Although the Act requires payment of a Toll at the time the vehicle reaches the toll payment point, our electronic payment system allows payment to be made in arrears up to five days after a Toll Trip.

If we detect a vehicle making a Toll Trip, and no Toll is paid for that Toll Trip within five days, we'll regard the driver of the vehicle as being in violation. We'll send a Toll Payment Notice to the registered person of the vehicle seeking payment of the Toll and any applicable Fee.

¹ Land Transport Management Act 2003, sections 52 to 54.

² Land Transport Management Act 2003, section 52(3)

An unpaid Toll is a debt due to us. An unpaid Fee is a debt due to us. Failure to pay the amounts specified in a Toll Payment Notice may therefore result in the following enforcement action:

- (a) referral to a debt collection agent (a collection fee will be added by the debt collection agent and will be calculated according to the amount of the debt), followed by recovery action in the courts; and
- (b) issue of an infringement fee notice to the driver or registered person of the vehicle. An infringement fee is enforced under the Land Transport Act 1998 as a toll offence.

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

APPENDIX D

PRIVACY POLICY

This Privacy Policy applies to personal information that we collect through Transport Agency Toll Road and the Transport Agency website.

1 Information collected through Transport Agency Toll Road

Your personal information (information about you that identifies you) is collected and stored by the Transport Agency in accordance with the Privacy Act 1993. The following provisions apply:

Purposes for which your personal information is collected, held, used, and disclosed

- 1.1 We may collect, hold, use, and disclose your personal information for purposes relating to the products and services offered by Transport Agency Toll Road, in accordance with Subpart 2 of the Act. Those purposes include:
 - (a) collecting Tolls;
 - (b) enforcing a toll offence under section 54 of the Act;
 - (c) administering your Account; and
 - (d) providing customer support.

Kinds of personal information collected and held

- 1.2 If you're an Account Holder, the personal information we collect about you may include your name, email address and/or other contact details, payment method, and Nominated Vehicle details.
- 1.3 When you use a Toll Road, the information we collect about you as you pass under the Electronic Toll Point (as described in paragraph 1.6 below) is your Vehicle Registration Plate, vehicle type, and the date, time, and direction of travel on the Toll Road.
- 1.4 If you're a Casual User and you fail to pay the Toll in the time allowed following the Toll Trip, we'll access the Motor Vehicle Register (in accordance with the purposes of the Register as set out in section 235 of the Land Transport Act 1998) in order to obtain the contact details of the person registered in respect of the vehicle that used the Toll Road (who then becomes liable for paying the Toll in accordance with the Act), to enable us to send them a Toll Payment Notice.
- 1.5 We also maintain electronic or other records in relation to each of your tolling products, and otherwise in relation to you, including details of all transactions involving any Vehicle Registration Plate linked to your Account, or of which you are the driver or registered person.

How your personal information is collected

- 1.6 Where possible, we'll collect your personal information directly from you. This may take place in a number of ways, such as over the telephone or internet.
- 1.7 We also collect your personal information electronically, by means of automatic number plate recognition cameras with optical character recognition technology and sensors, located on the gantry on each Toll Road, which capture an image of your vehicle's front and rear Vehicle Registration Plates, and detect the size of your vehicle, when your vehicle passes under the Electronic Toll Point on a Toll Road.
- 1.8 We may also collect your personal information from the Motor Vehicle Register if you're a Casual User and you fail to pay the Toll in time, as set out in paragraph 1.4 above.

How we use your personal information

- 1.9 We'll use your personal information for the purposes set out in paragraph 1.1 above, and in accordance with Subpart 2 of the Act and the Privacy Act 1993.
- 1.10 Any images captured of your vehicle(s) and/or the Vehicle Registration Plate(s), and any associated tolling personal information that we hold, may only be used for Toll collection and enforcement purposes, in accordance with section 50 of the Act.

How your personal information may be disclosed

- 1.11 Any images captured of your vehicle(s) and/or the Vehicle Registration Plate(s), and any associated tolling personal information that we hold, may only be disclosed to the extent permitted by law (for example, for maintenance of the law purposes under Principle 11 of the Privacy Act 1993), in accordance with section 50 of the Act.
- 1.12 We may disclose personal information to service providers who provide services in connection with our Toll Road products and services, on the condition that they use the information only for the purposes for which we give it to them.

Display of Toll Trip details on the Transport Agency website

- 1.13 If you're a Casual User and you choose to pay for a Toll on the Transport Agency website after you've made a Toll Trip, but before a Toll Payment Notice is issued in relation to that Toll, to enable the selection of the Toll Trip(s) to be paid, the date, time, direction of travel and Toll Road will be displayed in respect of any unpaid Tolls on the Transport Agency website following the entry of the Vehicle Registration Plate of the vehicle that used the Toll Road.
- 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 Vehicle Registration Plate, in respect of which a Toll Payment Notice has not been issued.
- 1.15 This information will continue to be available on the website in this manner until the Toll is paid or a Toll Payment Notice is issued – whichever occurs first.
- 1.16 If you don't want this information to be available on the Transport Agency website, we recommend that you set up an Account or pre-pay your Tolls before you use a Toll Road.
- 1.17 Once a Toll Payment Notice (or Infringement Notice) has been issued, you'll need that notice number along with your Vehicle Registration Plate in order to access information relating to and pay that notice (and any other outstanding notices that are in your name) on the Transport Agency website or over the telephone.
- 1.18 By authorising someone else to pay a notice on your behalf, you'll also be authorising them to access information relating to any other outstanding notices in your name.

Keeping information secure

- 1.19 We take all reasonable steps to maintain the security of your personal information and to protect it from loss, misuse, and unauthorised access, modification or disclosure, including limiting access to and use of personal information within Transport Agency Toll Road, as set out above.
- 1.20 If you're an Account Holder, access to your Account is controlled by your unique username and password. Your Account details (excluding your credit card number) are also accessible by approved and authorised Transport Agency staff in order to fulfil the purposes set out in paragraph 1.1 above.
- 1.21 Where other organisations provide support services, we require them to safeguard the privacy of the information provided to them.

Keeping information accurate and up to date

- 1.22 We take all reasonable steps to ensure that the personal information we hold is accurate, up to date, and complete. Please help us to keep our records up to date by advising us of any changes to your contact details or other personal information.
- 1.23 You have the right to seek correction of any personal information we hold about you. If you think that any personal information we hold about you is inaccurate, incomplete, or out-of-date, please contact us immediately (our contact details are below) and we'll take reasonable steps to ensure that it's corrected.
- 1.24 If you're an Account Holder, you can also check and update your Account details at any time by logging into the Transport Agency website.

How you can access your information

- 1.25 You have the right to request access to any personal information we hold about you. We'll give you access to your personal information where that information can be readily retrieved, subject to any legal or administrative reasons to deny access. If access is denied, we'll provide you with the reason why. If you wish to request access to your personal information please 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 Transport Agency website.

Information collected through the Transport Agency website (www.tollroad.govt.nz)

- 1.27 Where you voluntarily provide personal information on the Transport Agency website (eg through online forms), we'll keep that information secure and only use it for the purpose for which it was given, as set out above.

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 that is generated and it won't be shared with any other party for any other purpose.
- 1.29 We may collect, hold, and use statistical information about visits to help us improve the site, for instance:
- Your IP address
 - The search terms you used
 - The pages accessed on our site and the links you clicked on
 - The date and time you visited the site
 - The referring site (if any) through which you clicked through to this site
 - Your operating system (eg Windows XP, Mac OS X)
 - The type of web browser you use (eg Internet Explorer, Mozilla Firefox).

The data collected is aggregated and is not 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.

Use of 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 (see above) to track and analyse non-personally identifiable data about our website usage.

Privacy concerns

If you have any queries or concerns about any personal information that we hold please email the Privacy Officer at:

privacy@nzta.govt.nz

Or write to:

The Privacy Officer
NZ Transport Agency
Private Bag 6995
Wellington 6141



Toll road schedule of fees

This schedule is current with effect from July 2015.

Amounts include GST and are in \$NZD.

NZ Transport Agency toll accounts

The following fees apply to Transport Agency toll accounts:

Fee type	Description	Delivery method	Fee
Statement fee	The fee charged for any printed statement	Mail	\$0.80
		Online	\$0.00
Invoice fee	The fee charged for any printed invoice	Mail	\$0.80
		Online	\$0.00
Additional tax/invoice statement fee	The fee for each additional tax invoice or statement requested		\$2.30
Dishonour fee	The charge debited by us to your toll account to recover the costs incurred by us, because insufficient funds or credit were available to meet a payment obligation under this agreement		\$20.60
Service fee	To cover the cost of processing a payment for toll purchases through the contact centre		\$3.70
Transaction fee	To cover the costs of purchasing tolls through the cash payment option		\$1.20

Unpaid tolls

The following fees apply to unpaid tolls:

Fee type	Description	Fee
Dishonour fee	The charge debited by us to your toll account to recover the costs incurred by us, because insufficient funds or credit were available to meet a payment obligation under this agreement	\$20.60
Administration fee	The charge to cover the cost of issuing and processing a payment for a toll payment notice	\$4.90
Infringement notice fee	The fee when an infringement notice is sent because a toll payment notice hasn't been paid	\$40.00

Please note: The schedule of fees may be amended in accordance with the current customer agreement.