



# Customer Agreement

## NZTA Tollroad Account – Pre-pay

23 February 2009

### 1 WHO WE ARE

- 1.1. The NZ Transport Agency (NZTA) is a Crown entity, established under the Land Transport Management Act 2003. We are the public Road Controlling Authority, the Toll Operator, and the Enforcement Authority for the Northern Gateway Toll Road. NZTA Tollroad is the name of our tolling service.
- 1.2. We aim to enable efficient and effective use of Toll Roads through our Electronic Toll Collection system.

### 2. ABOUT THIS AGREEMENT

- 2.1. This agreement enables you to pay Tolls using an NZTA Pre-pay account.
- 2.2. The agreement covers the rights and obligations in respect of your Account, including:
  - a) how and when this agreement commences and ends (clause **3**);
  - b) what vehicles the Account can be used to pay Tolls for (clause **4**);
  - c) what you agree to pay, and your obligations in respect of the Account (clauses **5** and **6**);
  - d) how we'll manage the Account and debit the Account for Tolls and Fees (clause **7**);
  - e) how Tolls and Fees are set and changed (clause **8**);
  - f) how to access information about the Account and change your account details (clauses **9** and **10**);
  - g) how we deal with actual or suspected errors in respect of the Account (clause **11**);
  - h) our rights to suspend the Account if you don't comply with your obligations, and how the Account can be reactivated (clause **12**); and
  - i) how and when the Account can be closed (clause **13**).
- 2.3. Clause **14** of the agreement contains information about:
  - a) the legal consequences for other persons if a Toll isn't paid on their behalf from your Account;
  - b) how you can find out about Tolls and Fees and any changes to them;
  - c) how we'll inform you of changes to this agreement;
  - d) how you can contact us; and
  - e) how we'll maintain the privacy of your personal information.
- 2.4. The agreement contains defined terms. You can identify a defined term by the use of capital letters (for example, "Nominated Bank Account"). You can find all the definitions in clause **15**.
- 2.5. Also in this agreement:
  - "we" means NZTA Tollroad, as the tolling service of the NZ Transport Agency, and "our" and "us" have corresponding meanings; and
  - "you" means the person named as the Account holder, and "your" has a corresponding meaning.

### 3. HOW AND WHEN THIS AGREEMENT COMMENCES AND ENDS

- 3.1. This agreement commences when both of the following events have occurred:
  - a) you've completed an application, and accepted this agreement by one of the means set out in clause **3.4**; and
  - b) we've activated your Account under clause **3.5**.

This agreement will end when your account is closed under clause **13**. However, closure won't affect your obligation to pay any outstanding Tolls or Fees under the agreement.

#### ***Completing an application and accepting this agreement***

- 3.2. You can apply by:
  - a) completing an online application on the Tollroad Online website; or
  - b) completing and posting an application form (available from the Tollroad Online website); or
  - c) telephoning our Contact Centre.
- 3.3. This agreement is accepted when you indicate your acceptance on the Tollroad Online website, on the application form, or by telephone (as applicable).
- 3.4. If you apply by telephone, 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 the Tollroad Online website. Depending on your choice, we'll either send you a copy by post or give you directions to the Tollroad Online 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 clauses **3.1** and **13** will then apply.

### **Activating your Account**

- 3.5. We'll activate your Account when:
  - a) you've provided all the information we require and we've approved your application (which may require a satisfactory credit check); and
  - b) we've approved your preferred means of payment and Notified you of the Calculated Minimum Amount, the Account Set-Up Amount, the Top-Up Threshold, and
  - c) you've paid the Account Set-Up Amount (if any).
- 3.6. You can pay the Account Set-Up Amount:
  - a) from your Nominated Credit Card, at the time you apply; or
  - b) by direct debit from your Nominated Bank Account, once you've supplied a signed authority and we've loaded the facility; or
  - c) by any other means that we agree to.
- 3.7. We'll Notify you when we have activated your Account.
- 3.8. We reserve the right to approve or reject your application, but will Notify you of the reasons for any decision to reject.

## **4. WHAT VEHICLES YOU CAN PAY TOLLS FOR WITH YOUR ACCOUNT**

### ***Nominated vehicles***

- 4.1. You can use your Account to pay for Tolls in respect of any vehicle you nominate.
- 4.2. You don't have to be the registered owner of a Nominated Vehicle. But if the registered owner is someone else, you need to get that person's authority to pay Tolls on his or her behalf in respect of that vehicle. Your nomination of a vehicle signifies to us that you have:
  - a) obtained that authority; and
  - b) explained to the registered owner, and any other person likely to drive the vehicle on the Toll Road, what the legal consequences could be for them if Tolls incurred in respect of the vehicle aren't paid from your Account.
- 4.3. We take no responsibility for any failure on your part to do the things set out in clause **4.2**, nor for the legal consequences for anyone if a Toll isn't paid.
- 4.4. You can find information in clause **14** about the legal consequences for drivers and registered owners if Tolls aren't paid.

### ***How many vehicles can you nominate?***

- 4.5. There is no limit to the number of vehicles you can nominate.
- 4.6. You can change or remove a Nominated Vehicle, or nominate extra vehicles, by updating your Account details (see clause **10.1**). However, we reserve the right to amend the Calculated Minimum Amount if you change the number of Nominated Vehicles.

## **5. WHAT YOU AGREE TO PAY**

- 5.1. You agree that we can debit from your Account:
  - a) Tolls, in accordance with clause **7.2**;
  - b) any payable Fees, in accordance with clause **7.4**; and
  - c) any other amount which you must pay under this agreement.

## **6. YOUR OBLIGATIONS**

- 6.1. You must ensure that the registration plate numbers of each Nominated Vehicle (whether or not you are the registered owner) are:
  - a) not obscured or damaged; and
  - b) clearly readablewhenever it travels on a Toll Road.
- 6.2. If any Nominated Vehicle or a registration plate is lost or stolen, you must tell us promptly. If you do so, we won't debit your Account for any Tolls incurred in respect of the vehicle or registration plate after that time.
- 6.3. You must ensure that there are always enough funds or credit available in your Nominated Bank Account or your Nominated Credit Card (as applicable) for us to keep the balance of your Account at or above the Top-Up Threshold. If insufficient funds or credit are available when we need to top up your Account, you could incur a Dishonour Fee.
- 6.4. You must tell us immediately if (as applicable):
  - a) your Nominated Bank Account is closed or unable to be debited by us; or
  - b) your Nominated Credit Card expires, is cancelled, or is unable to be debited by us.Any of these events could result in us suspending your Account (see clause **12**).

- 6.5. You must tell us immediately of any change to your account information (including name, address, and other contact details, and vehicle details), by:
- contacting us (see clause **14.11**); or
  - updating your account details on the Tollroad Online website (see clause **10**).

## **7. HOW WE'LL MANAGE YOUR ACCOUNT**

- 7.1. We'll hold the funds of your Account in a dedicated non-interest bearing account.

### ***Debiting of Tolls***

- 7.2. Unless clause **6.2** applies, we'll debit your Account for the amount of a Toll whenever we identify a Nominated Vehicle having used a Toll Road. The process for identifying applicable Tolls is:
- vehicle registration plates are photographed at an Electronic Toll Point using a video camera, generating information about Toll Trips.
  - we use the photographic information to identify Nominated Vehicles, by either optical character recognition or manual recognition of the vehicle registration plate.

### ***Debiting of Fees***

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

### ***Topping up the Account***

- 7.4. 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.
- 7.5. We acknowledge that we'll only debit funds from, or credit funds into, your Nominated Bank Account or Nominated Credit Card as authorised by:
- the relevant direct debit authority; or
  - the relevant authority to debit a credit card; or
  - another arrangement which we agree with you in writing.
- 7.6. 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.

## **8. HOW TOLLS AND FEES ARE SET AND CHANGED**

- 8.1. We set the Tolls for a Toll Road, and may amend them at any time. Clause **14.4** tells you how you can find out about Tolls and amended Tolls.
- 8.2. 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. Clause **14.7** tells you how to find out about Fees, the Schedule of Fees, and amendments to Fees.
- 8.3. You're responsible for being aware of:
- the Tolls payable for a Toll Road; and
  - the Fees payable under this agreement.
- 8.4. A change to the applicable Tolls or Fees (other than those listed in the Schedule of Fees) is not a change to the terms and conditions of this agreement.

## **9. CHANGING YOUR METHOD OF PAYMENT**

- 9.1. You may ask us to change or cancel a method of payment at any time. For example, you may ask us to change the account or credit card which you nominate as your Nominated Bank Account or Nominated Credit Card, or to change from a bank account to a credit card as your method of payment.
- 9.2. Any change is subject to our approval, and may require a satisfactory credit check. If we don't approve the change, your Account will be suspended under clause **12.1(b)**.

## **10. CHECKING AND UPDATING YOUR ACCOUNT DETAILS AND GETTING STATEMENTS**

- 10.1. You can check or update your account details (including your Nominated Vehicle details and your transaction information) free of charge, by:
- logging into the Tollroad Online website; or
  - contacting us (see clause **14.11**).
- 10.2. We won't issue statements on your Account unless you ask us to. However, you can ask us to send you:
- a monthly statement by e-mail, free of charge; or
  - a monthly statement in the mail, for the applicable Fee.
- 10.3. Re-issuing a monthly statement by mail will incur an additional Fee.
- 10.4. A statement meets the requirements of a GST tax invoice (under section 24 of the Goods and Services Tax Act 1985).

## 11. ERRORS

- 11.1. This clause applies if you believe there has been an error in:
  - a) debiting your Account, your Nominated Bank Account, or your Nominated Credit Card; or
  - b) any statement we issue for your Account.
- 11.2. You should contact us as soon as practicable and give us any information which will enable us to investigate the issue.
- 11.3. Details of how to contact us are in clause **14.11**. Information about statutory liability for Tolls is in clause **14.1**.
- 11.4. We'll investigate the matter promptly. We may ask you to provide further information. We'll then 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.

## 12. SUSPENDING AND REACTIVATING YOUR ACCOUNT

- 12.1. We may suspend your Account if:
  - a) any of the events in clause **6.4(a)** or **(b)** occurs, irrespective of whether you tell us under that clause; or
  - b) you ask us to change the method of payment under clause **9**, and we don't approve the change.
- 12.2. If we suspend your Account, no Tolls can be debited against the Account unless and until we reactivate it. However, we may debit your Account for any Tolls or Fees incurred before the date of suspension.
- 12.3. There could be legal consequences for the driver or registered owner of a Nominated Vehicle, if Tolls are incurred while the Account is suspended. For more information about those consequences, see clause **14.1**. You're responsible for explaining the consequences to those persons, under clause **4.2**.
- 12.4. We'll reactivate your Account if:
  - a) the balance of the Account is at, or is restored to, the Account Set-Up Amount or any other amount that you request and we agree to; and
  - b) you have a Nominated Bank Account or a Nominated Credit Card Account which is available to be debited by us.
- 12.5. Reactivation of your Account may be subject to a satisfactory credit check.

## 13. CLOSING YOUR ACCOUNT

- 13.1. You may ask us to close your Account at any time.
- 13.2. We may close your Account (whether or not you've asked us to) if:
  - a) the Account has been suspended and you've failed, within a reasonable time, to take any steps necessary under clause **12.4** to enable it to be reactivated; or
  - b) there are no Nominated Vehicles in respect of the Account.
- 13.3. We won't close your Account until you've paid us:
  - a) any outstanding balance in your Account; and
  - b) any other amounts you owe us under this agreement.
- 13.4. When we close your Account, we'll refund any remaining credit balance (after deducting any outstanding Fees), by paying it into your Nominated Bank Account or Nominated Credit Card (as applicable).

## 14. GENERAL INFORMATION

### ***Legal consequences of not paying a Toll***

- 14.1. Statutory liability to pay a Toll is set by the Act, as follows<sup>1</sup>:
  - The driver of a vehicle is liable to pay a Toll when the vehicle reaches the toll payment point.
  - If the driver fails to pay the Toll as required, the registered owner of the vehicle is liable for paying the Toll to the Toll Road Operator.
  - A person commits an offence if that person, without reasonable excuse, refuses or fails to pay a Toll payable by that person.
  - An unpaid Toll is a debt due to the Toll Road Operator.

This agreement enables you to pay Tolls from your Account on behalf of the driver or the registered owner, if the vehicle is a Nominated Vehicle. If a Toll isn't paid for whatever reason (for example that there were insufficient funds in your Account, or the Account has been suspended under this agreement), the driver or registered owner of the vehicle could be:

- sent a Toll Payment Notice, followed by civil action to recover the Toll as a debt; and/or
- liable to prosecution for an offence.

---

<sup>1</sup> Land Transport Management Act 2003, sections 52 to 54.

### **Unauthorised use of vehicles**

- 14.2. Under the Act<sup>2</sup>, the registered owner of a vehicle isn't liable to pay a Toll if:
- another person was in charge or control of the vehicle, or the vehicle was a stolen vehicle, at the relevant time; and
  - the registered owner 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 owner which may lead to the identification of the driver.

The registered owner must supply the statement or declaration to us within 28 days after being notified of the non-payment of the Toll.

- 14.3. If a Toll has been debited from your Account, and the registered owner isn't liable to pay the Toll, you may object to us under clause **11**.

### **How to find out about Tolls**

- 14.4. You can find out about the applicable Tolls for a Toll Road from:
- the Tollroad Online website; or
  - signs on the approaches to the Toll Road; or
  - by contacting us (see clause **14.11**).
- 14.5. After setting Tolls, we will publish them at least once in each of the 4 weeks before they take effect, in at least one daily newspaper circulating in the area or region in which the Toll Road is located.
- 14.6. Any amendment to Tolls will be published in the same manner.

### **How to find out about Fees**

- 14.7. We'll publish the Schedule of Fees on the Tollroad Online website. You can also find out about Fees by contacting us (see clause **14.11**).
- 14.8. If we amend the Schedule of Fees, we'll publish information:
- on the Tollroad Online website; and
  - by any other means we consider reasonable.

### **Currency and GST**

- 14.9. All Tolls and Fees are in New Zealand currency and are inclusive of GST except where indicated. GST applies from the time of travel.

### **Changes to these terms and conditions**

- 14.10. We may amend these terms and conditions at any time. If we do so, we'll Notify you at least 30 days before the amendment takes effect, and publish information about the change by the same means as set out in clause **14.8**.

### **How to contact us**

- 14.11. You can contact us by:

Internet	www.tollroad.govt.nz
Email	tollroad@nzta.govt.nz
Phone	0800 40 20 20 Hours of Operation Monday to Friday 8.00am to 6.00pm and Saturday 9.00am to 2.00pm.
Facsimile	06 953 6406
Mail	Tollroad Transport Registry Centre Private Bag 11 777 Palmerston North 4442

### **Your privacy**

- 14.12. We'll collect and store your personal information in accordance with the Privacy Act 1993. For our detailed privacy statement, and information about how to request access to and amend your personal details, see the Appendix to this agreement.

<sup>2</sup> Land Transport Management Act 2003, section 52(3).

## 15. DEFINITIONS

<i>Account</i>	means an account held in your name by us, to pay Tolls and Fees.
<i>Account Set-Up Amount</i>	means: a) the Calculated Minimum Amount; or b) any greater amount requested by you and agreed by us.
<i>Act</i>	means the Land Transport Management Act 2003.
<i>Calculated Minimum Amount</i>	means the minimum Account Set-Up Amount calculated by us, based on the number of Nominated Vehicles registered to an Account.
<i>Dishonour Fee</i>	means an amount debited by us to your Account to recover the cost of any fee or fees charged by your financial institution, whether incurred by you or by us, because insufficient funds or credit are 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 a toll payment point under the Act.
<i>Enforcement Authority</i>	means the authority responsible for enforcing toll collection.
<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.
<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 Credit Card</i>	means a valid credit card nominated by you as a source of payment for your Account.
<i>Nominated Vehicle</i>	means a vehicle that you've nominated under clause 4, for the purpose of enabling Tolls incurred in respect of that vehicle to be debited from your Account.
<i>Notification</i>	means delivery (as applicable): a) by post to your nominated postal address, which is deemed to have taken place 3 days 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>Road Controlling Authority</i>	means the controlling authority for a Toll Road.
<i>Schedule of Fees</i>	means the list of Fees published on the Tollroad Online website.
<i>Toll</i>	means the fixed charge levied by the operator of a Toll Road for the use of the road under the Act, and Tolls has a corresponding meaning.
<i>Toll Road</i>	means a road listed on the Tollroad Online website, for which you can use your Account to pay Tolls.
<i>Tollroad Online Website</i>	means NZTA Tollroad Online ( <a href="http://www.tollroad.govt.nz">www.tollroad.govt.nz</a> ).
<i>Toll Road Operator</i>	means the agency 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>Top-Up Threshold</i>	means an amount, identified by us in advance, which will trigger a top-up of the balance of the Account.

# Appendix A : Privacy Statements

## INFORMATION COLLECTED THROUGH NZTA TOLLROAD

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

### **Information source and collection**

We may collect personal information about you for purposes relating to the products and services offered by NZTA Tollroad. Those purposes include:

- collecting tolls,
- enforcing a toll offence under the Land Transport Management Act 2003,
- administering your account,
- providing customer support.

The collection of your personal information is authorised under the Land Transport Management Act 2003.

Where possible, we will collect your personal information directly from you. This may take place in a number of ways, such as over the telephone or internet. We may also collect personal information by means of video and/or camera surveillance of toll roads for traffic management, security, and toll collection and enforcement purposes.

By applying for a NZTA Tollroad Account you authorise collection of toll information from video/camera surveillance of toll roads.

### **What we do with the information**

We will use personal information about you for the purposes set out in paragraph 1 above, and in accordance with the Privacy Act 1993.

We may disclose personal information to service providers who provide services in connection with our Tollroad products and services, on condition that they use the information only for the purposes for which we give it to them. Your personal information will not be provided to any other organisation or third party under any circumstances.

Any image captured of your vehicle(s) and/or the vehicle registration plate is used for collection and enforcement purposes and can only be disclosed to the extent permitted by law.

### **Keeping information secure**

We employ strict security procedures and to protect the information we hold. Access to and use of personal information within NZTA Tollroad is limited to prevent misuse or unlawful disclosure of the information.

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**

We take all reasonable steps to ensure that all information we hold is as accurate as possible. You may contact us at any time and ask for access to the information, and seek correction if the information we have about you is inaccurate or incomplete.

### **How you can access your information**

We will 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 will provide you with the reason why. If you wish to request access to your personal information please contact us by:

<b>Email</b>	<b>Phone</b>	<b>Mail</b>
tollroad@nzta.govt.nz	0800 40 20 20	Transport Registry Centre Private Bag 11 777 Palmerston North 4442

## INFORMATION COLLECTED THROUGH NZTA TOLLROAD ONLINE (WWW.TOLLROAD.GOV.TZ.NZ)

We have software to track which pages are visited, viewed and downloaded, to help us identify the most popular areas of our Tollroad Online website. The information is aggregated and we can't identify individual visitors.

Where you provide personal information we'll use that information only for the purpose for which it was given.

## PRIVACY CONCERNS

If you have any concerns about personal information that we hold please write to:

The Privacy Officer  
NZ Transport Agency  
PO Box 2840  
Wellington

or send an email to [privacy@nzta.govt.nz](mailto:privacy@nzta.govt.nz)