



## 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 Road Operator, and the Enforcement Authority for the Northern Gateway Toll Road. NZTA Toll Road 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 allows you to pay Tolls for a Toll Road on a casual basis, by a process involving electronic detection of a vehicle registration plate.
- 2.2 The agreement takes effect when you:
  - a) agree to make a payment on our Toll Road Online website, at a Cash Payment Point or when paying by telephone, either before or after using the Toll Road
  - b) use the Toll Road.
- 2.3 The agreement ends:
  - a) when you've completed your paid Toll Trips, or
  - b) 180 days after the date of your payment (the Expiry Date), whichever happens first.
- 2.4 Clause **4.10** (refunds) continues to apply after the agreement ends.
- 2.5 The issue date is printed on your payment receipt or the Expiry Date is advised to you when paying by telephone.

### **Defined terms**

- 2.6 The agreement contains defined terms. You can identify a defined term by the use of capital letters (for example, Expiry Date). You can find all the definitions at the end of the agreement.
- 2.7 Also in this agreement:
  - a) 'we' means NZTA Toll Road, as the tolling service of the NZ Transport Agency, and 'our' and 'us' have corresponding meanings, and
  - b) 'you' means the person who nominates a vehicle and makes a payment under clause 3.1, and 'your' has a corresponding meaning.

## 3 PAYING TOLLS UNDER THIS AGREEMENT

- 3.1 The driver of a vehicle is liable by law to pay a toll when the vehicle reaches the toll point on a Toll Road.<sup>1</sup> This agreement allows you to pay one or more Tolls, in respect of a vehicle you nominate:
  - a) before a Toll Trip (paying in advance), or
  - b) no more than five days after a Toll Trip (paying afterwards).
- 3.2 You can pay:
  - a) on our Toll Road Online website without additional payment charges, using a credit card or Payment Online (POLi), or
  - b) at the Cash Payment Point with a payment charge of 40 cents per purchase, using a Credit Card, EFTPOS or Cash, or
  - c) by telephone, with a payment charge of \$3.70 per purchase, using a Credit Card (see clause 5.2 for details about how to contact us).
- 3.3 You can pay for single or multiple Toll Trips in respect of the Nominated Vehicle. However, your payment is not transferable to another vehicle.
- 3.4 Vehicles are nominated by providing the Registration Plate attached to that vehicle. Purchases are made on that registration plate.

<sup>1</sup> Land Transport Management Act 2003, section 52(1).

## 4 HOW THE SYSTEM WORKS

- 4.1 The process for detecting 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.

### **Vehicle registration plates**

- 4.2 You must ensure that the registration plates of the Nominated Vehicle are:
- not obscured or damaged, and
  - clearly readable at all times.
- 4.3 If any Nominated Vehicle or a registration plate is lost or stolen, you must tell us promptly. If you do so, we won't charge you for any Tolls incurred in respect of the vehicle or registration plate after that time.
- 4.4 If any nominated vehicle has a plate change, you must tell us promptly.

### **If you pay in advance...**

- 4.5 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 that we detect in respect of the Nominated Vehicle, up until the Expiry Date.
- 4.6 Clause 4.5 applies irrespective of who is the registered person of the Nominated Vehicle at the time of a Toll Trip.
- 4.7 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:
- for more than the amount you've paid in advance, or
  - after the Expiry Date.
- 4.8 You are responsible for advising the NZTA if you change the registration plates on your nominated vehicle and arranging for any credit to be refunded and further trips purchased on your new registration plate number.

### **For more information about the legal consequences, see Appendix A**

- 4.9 You can check the amount of any unused balance through our Toll Road Online website or by contacting us. You'll need to supply your receipt number and the registration plate number of the Nominated Vehicle. See clause 5.2 for details of how to contact us.
- 4.10 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 by contacting us on 0800 40 20 20 (or +64 6 953 6200 from overseas). You must have your registration plate number, receipt number and bank account in order to obtain a refund.

### **If you pay afterwards...**

- 4.11 Although the law requires payment of a toll at the time the vehicle reaches the toll payment point on the Toll Road, our electronic payment system allows payment to be made up to five days after a Toll Trip.
- 4.12 However, the availability of this facility doesn't affect your legal obligation to pay a toll at the time it arises.
- 4.13 If you choose to pay for multiple Toll Trips after using the Toll Road, you're responsible for identifying and paying for all the Tolls you've incurred using the Nominated Vehicle within five days of the date of purchase.
- 4.14 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:
- pay enough to cover all the Tolls you know have been incurred in respect of the Nominated Vehicle within the past five days, or
  - 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.
- 4.15 A delay in displaying a Toll Trip doesn't affect the legal obligation to pay the toll.
- 4.16 If a toll isn't paid, the driver or registered person of the Nominated Vehicle will receive a Toll Payment Notice, seeking payment of the toll and any applicable Charge. The driver or registered person, recorded against the vehicle, may also have been guilty of an offence.
- 4.17 For more information about legal obligations concerning Tolls and Charges, see Appendix A.
- 4.18 We take no responsibility for the consequences of anyone's failure to pay a Toll or a Charge, whether because of a processing delay in our system or otherwise.

## 5 GENERAL

### **Your privacy**

- 5.1 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 Appendix B.

### **How to contact us**

- 5.2 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 8am to 6pm
Facsimile	06 953 6406
Mail	Toll Road Transport Registry Centre Private Bag 11777 Palmerston North 4442

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

- 5.3 The Toll Road Operator publishes Tolls, and any changes to Tolls, at least once in each of the four weeks before they take effect, in at least one daily newspaper circulating in the area or region in which the Toll Road is situated.
- 5.4 You can also find out about the applicable Tolls for a Toll Road from:
- our Toll Road Online website, or
  - signs on the approaches to the Toll Road, or
  - by contacting us (see clause 5.2 for details).

### **Errors**

- 5.6 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**

- 5.7 All Tolls and Charges are in New Zealand currency and are inclusive of GST except where indicated. GST applies from the time of travel.
- 5.8 A Toll Payment Notice is a GST invoice under the Goods and Services Tax Act 1985.

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

- 5.9 We may amend these casual user agreement 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:
- on the Toll Road Online website, and
  - by any other means we consider reasonable.

## 6 DEFINITIONS

<i>Administration Charge</i>	means the charge to cover the cost of issuing and processing a payment for a toll payment notice.
<i>Cash Payment Point</i>	means a device (similar to a parking payment machine), operated by the Toll Road Operator, that allows the user of a Toll Road to pay Tolls.
<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' under section 52(1) of the Land Transport Management Act 2003.
<i>Enforcement Authority</i>	means the authority responsible for enforcing toll collection.
<i>Expiry Date</i>	means the date 180 days after the date you make a payment under clauses 3.1 and 3.2.
<i>GST</i>	means goods and services tax.
<i>Nominated Vehicle</i>	means the vehicle you nominate by providing the current registration plate when making a payment under clauses 3.1 and 3.2.
<i>Payment Charge</i>	means the additional charge applied to each purchase to cover the costs of processing a payment for toll purchases through a specific payment method such as the cash payment point or contact centre. Applies to each payment made not each toll purchased.
<i>Payment Online (POLi)</i>	means the Online payment service offered by Paymark Limited.
<i>Registration plate</i>	means any registration plate issued under: <ul style="list-style-type: none"> <li>• Part 17 of the Land Transport Act 1998; or</li> <li>• the Transport Act 1962; or</li> <li>• the Transport (Vehicle and Driver Registration and Licensing) Act 1986.</li> </ul>
<i>Road Controlling Authority</i>	means the controlling authority for a Toll Road.
<i>Toll</i>	means the fixed charge levied by a Toll Road Operator under the Land Transport Management Act 2003 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 that charges 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 Land Transport Management Act 2003.
<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>Toll Road Online website</i>	means NZTA Toll Road Online ( <a href="http://www.Tollroad.govt.nz">www.Tollroad.govt.nz</a> ).

# Appendix A : Tolls: legal obligations and consequences of breaching them

## ABOUT THIS DOCUMENT

This is a summary of:

- the legal obligations of drivers and registered persons of motor vehicles concerning the payment of Tolls, and
- 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, NZTA Toll Road, as an appendix to our standard agreement for casual 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'). You can find all the definitions at the end of the standard agreement for casual users.

## 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 to the Toll Road Operator.
- c) A person commits an offence if that person, without reasonable excuse, refuses or fails to pay a Toll payable by that person.
- d) An unpaid Toll is a debt due to the Toll Road Operator.<sup>2</sup>

### **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.<sup>3</sup>

## 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.

An unpaid Toll is a debt due to the Toll Road Operator. An unpaid Charge 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, 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.

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<sup>2</sup> Land Transport Management Act 2003, sections 52 to 54.

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

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

The Toll Road Operator publishes Tolls, and any changes to Tolls, at least once in each of the four weeks before they take effect, in at least one daily newspaper circulating in the area or region in which the Toll Road is situated.

You can also find out about the applicable Tolls for a Toll Road:

- from the Toll Road Online website, or
- from signs on the Toll Road, or
- by contacting us.

***How to find out about fees and charges***

We publish the Schedule of Charges on the Toll Road Online website. If we amend the Schedule of Charges, we'll publish information:

- on the Toll Road Online website; and
- by any other means we consider reasonable.

## Appendix B : Privacy Statements

### INFORMATION COLLECTED THROUGH NZTA TOLL ROAD

Your personal information (information about you that identifies you) is collected and stored by the 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 Toll Road. 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 Toll Road 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 Toll Road 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 to protect the information we hold. Access to and use of personal information within NZTA Toll Road 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:

Email	Phone	Mail
Tollroad@nzta.govt.nz	0800 40 20 20	Transport Registry Centre Private Bag 11777 Palmerston North 4442

### INFORMATION COLLECTED THROUGH NZTA TOLL ROAD ONLINE (WWW.TOLLROAD.GOV.T.NZ)

We have software to track which pages are visited, viewed and downloaded, to help us identify the most popular areas of our Toll Road 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 6140

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