

### How to contact Roam

**Internet** roam.com.au  
**Email** enquiries@roam.com.au  
**Phone** 13 TOLL (13 8655)  
**Fax** 1300 553 175  
**Mail** Roam Tolling Pty Ltd  
Locked Bag 5002  
Parramatta NSW 2124



e-PASS Account  
**Customer Service Agreement**

## **1. Your agreement with us**

This agreement details your rights and obligations for use of Westlink M7 and, in some circumstances, other Eligible Toll Roads.

The agreement begins when you accept the agreement verbally or by conduct (e.g. by opening an e-PASS Account, or by clicking on the "I accept" button on our website).

Roam enters into this agreement as the agent of WSO Co Pty Ltd ABN 73 102 757 924 (the concessionaire for Westlink M7) and as the agent of any other concessionaire for which we provide tolling services.

## **2. Linking Vehicles to your Account and the Roam Register**

You must provide us with details of each vehicle that you wish to have linked to your Account before using that vehicle on any Eligible Toll Road or up to 48 hours after using that vehicle on Westlink M7. Each vehicle that is linked to your Account will be placed on the Roam Register.

We will register your vehicle on the Roam Register when you provide us with all the information we need as well as any payment required under this agreement. The vehicle information needed includes the State and Number Plate Details of each vehicle and Class of vehicle. Roam Registration only occurs when your vehicle is recorded as registered on the Roam Register by us.

If the Roam Registration of your vehicles is suspended or cancelled (e.g. for non-payment) your vehicles will no longer be registered on the Roam Register.

You may link up to four vehicles to your Account.

Your vehicles must have clearly visible number plates.

## **3. The road tolling system**

### **Trips on Westlink M7**

We will operate the Westlink M7 electronic tolling system to detect vehicles that make Trips on Westlink M7 by identifying your Nominated Vehicle's Number Plate Details. We will charge the relevant Westlink M7 tolls and Vehicle Matching Fees to your Account.

### **Trips on other Eligible Toll Roads**

Other Eligible Toll Road operators may operate electronic tolling systems on those other toll roads to detect vehicles that make Trips on those other toll roads by identifying your Nominated Vehicle's Number Plate Details. The other Eligible Toll Road operator may send Trip data and the relevant tolls to us so we can charge those tolls (and any Fees if applicable; including a Vehicle Matching Fee) to your Account.

## **4. Responsibility for Nominated Vehicles**

Although we may communicate with you to inform you about certain events that affect the Roam Registration of your Nominated Vehicle, you are responsible for making sure that the Roam Registration of your Nominated Vehicle is not suspended or cancelled.

## **5. When you should contact us**

You should contact us as soon as possible when:

- (a)** your Nominated Vehicle or number plate on a Nominated Vehicle is lost or stolen;
- (b)** you want to remove your Nominated Vehicle from your Account (e.g. you sell that vehicle), or you change the Number Plate Details of a Nominated Vehicle that is linked to your Account, or you want to link another vehicle to your Account;
- (c)** you change your Address or other contact details (eg. your phone number); or
- (d)** you become aware of anything that may or will affect any payment under this agreement.

## **6. If you do not make contact when required**

Your Nominated Vehicle may be suspended from the Roam Register if you do not contact us as soon as you become aware of anything that may or will affect a payment under this agreement and fix the problem.

## 7. If your Nominated Vehicle or Number Plate is stolen

We will not charge tolls to your Account if after you have notified both the police and us that:

- (a) your Nominated Vehicle has been stolen, we detect that Nominated Vehicle at an Electronic Toll Point; or
- (b) the number plate of your Nominated Vehicle has been stolen, we detect that number plate on a vehicle (if that vehicle is not your vehicle) at an Electronic Toll Point.

We will resume charging tolls to your Account when you notify us, or we become aware, that you have recovered the stolen Nominated Vehicle or stolen number plate.

You must provide the *Police Event Number* if we request it.

## 8. Charging tolls and Vehicle Matching Fees to your Account

We will charge a toll to your Account when we detect your Nominated Vehicle or the Number Plate Details of your Nominated Vehicle at an Electronic Toll Point, subject to clause 15.

We will debit the Vehicle Matching Fee to your Account for each Trip that your Nominated Vehicle or the Number Plate Details of your Nominated Vehicle is detected at an Electronic Toll Point.

If your Nominated Vehicle is also linked to another Account, and your Nominated Vehicle is detected on any Eligible Toll Road, we may choose which Account will be charged with the tolls and Vehicle Matching Fee from that Trip.

## 9. Payment of your Account

There are two payment options for e-PASS Accounts:

- (a) **Automatic Post-Pay** – you arrange to pay a Monthly Payment automatically on each Monthly Payment Date. Your Monthly Payments must be made on time; or
- (b) **Manual Pre-Pay** – you must maintain a pre-paid Account Balance, and tolls, Fees and charges are deducted by us from your Account Balance. When your Account Balance is at or below the Top Up Level you must top up your Account by making a Manual Payment.

Each pre-paid Account has an upper limit of \$4999, irrespective of the method of payment. If your Account Balance is \$5,000 or above, we will report your details to AUSTRAC in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*.

## 10. When is a payment made?

Payments are made to your Account when we receive them.

If you have arranged to pay by Automatic Payment from your Bank account or credit card we will receive your Automatic Payment when it is credited successfully to our Bank account.

If you have not made arrangements to make an Automatic Payment from your Bank account or credit card, you are responsible for topping up your Account by making a Manual Payment.

If you pay by Manual Payment or your Automatic Payment has failed, we will receive your payments:

- (a) if by cash or credit card, BPAY®, or EFTPOS, when the person making the payment:
  - in person at Australia Post, is given a receipt for that payment; or
  - by electronic systems, our website or telephone, is given a receipt number for that payment; or
- (b) if by cheque, when the proceeds of the cheque have been cleared.

If a payment is not made successfully, we may charge the Declined Top Up Administration Fee to your Account (e.g. if a cheque or direct debit is dishonoured) unless the unsuccessful payment is our or our Bank's fault.

We may at our discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If we do so, we will not lose any of our rights under this agreement. We may allocate any such payment against any money you owe us as we deem necessary.

Failure to make a payment to us due under this agreement may result in the Account being suspended or cancelled. If you continue to travel on Eligible Toll Roads when the Roam Registration is suspended or cancelled, you may be issued with a Toll Notice or a penalty notice and be liable for a fine. You agree to pay any tolls and Toll Administration Fee that the Toll Notice requires you to pay.

## 11. When you agree to additional payments

We may charge any Fee, tax, charge or amount to your Account if you have agreed to pay or you owe that Fee, tax, charge or amount to us under this agreement.

We may use amounts in your Account to pay any toll, Fee, tax, charge or amount that you owe us, in any way we reasonably decide.

## 12. Travel on Eligible Toll Roads

When Trips are made on Eligible Toll Roads using your Nominated Vehicle we will debit from your Account the relevant tolls as charged by the relevant Eligible Toll Road operators plus a Vehicle Matching Fee.

## 13. Changing the agreement

We may change this agreement (including any amount, Fee or deposit) and may assign or novate this agreement to another party by:

- (a) publishing the changes on our website, and how you may obtain a copy of them; or
  - (b) sending a copy of the changes to your Address no later than the next statement after the effective date of the changes (except when the changes either reduce Fees or are as a result of changes in taxes, in which case this is not required).
- Changes to this agreement will apply from the date stated on our website or in the copy of the changes.

## 14. Complaints, questions and disputes

If you have a dispute or wish to make a complaint about the Roam Registration of your vehicle or a payment or an amount debited, credited or not credited to your Account, you should contact us. A customer service officer will provide a response with reasons as soon as possible.

If you believe that your dispute or complaint has not been properly addressed, you have the right to have the issue viewed by the customer resolutions group.

If you are not satisfied with the response, you may take your complaint to the Tolling Customer Ombudsman.

Unless you tell us that you disagree with your Account Balance within 60 days of receipt, the Account Balance recorded on the statement will be considered to be correct. Where you dispute your Account Balance, until that dispute is resolved you must continue to comply with this agreement as if the Account Balance recorded on the statement was correct.

Where you dispute your Account Balance, we may (at our discretion):

- credit your Account for all or part of the disputed amount; or
- make other arrangements reasonably necessary to allow for the continued operation of your Account, until the dispute is resolved.

## 15. Suspension or Cancellation

If Trips are made by vehicles that are suspended or cancelled from the Roam Register and without any other arrangement, you will not have a valid arrangement in place. You may commit an offence and may result in you being issued with a Toll Notice or a penalty notice and be liable for a fine.

The Roam Registration of your vehicle is suspended or cancelled when we record it as suspended or cancelled on the Roam Register or remove it from the Roam Register.

We may suspend or cancel the Roam Registration of all your Nominated Vehicles if:

- (a) your Account Balance is zero or less or has not been paid within the required time period;
- (b) you have not used your Account for a continuous period of 12 months, and you do not ask us to keep your Account open when we notify you that your Account will be closed due to inactivity; or
- (c) we are required to do so by law; or
- (d) for any other reason (including breach of this agreement by you), we reasonably consider cancellation of the Roam Registration of your Nominated Vehicle is necessary.

If you wish to use a vehicle on any Eligible Toll Road after the Roam Registration of your vehicle has been suspended, you must first contact us and re-register your vehicle on the Roam Register. Alternatively, you may make arrangements to pay tolls through another service provider.

If you do not re-register your vehicle with us or do not make arrangements to pay tolls through another toll road service provider and your vehicle is detected on any Eligible Toll Road after its Roam Registration has been suspended or cancelled, the driver of that vehicle may commit an offence and may result in you being issued with a Toll Notice or a penalty notice and be liable for a fine.

If the Roam Registration of all Nominated Vehicles linked to your Account is cancelled, then within 5 Business Days of receiving notice of that cancellation, you must pay any debit Account Balance and any other amount you owe us.

We will refund any Remaining Account Balance within 10 Business Days after you have met the above requirements.

## 16. When this agreement ends

This agreement ends 20 Business Days after the Roam Registration of all of your Nominated Vehicles is cancelled. The ending or cancellation of this agreement for any reason does not affect any rights that either you or we have against each other that arose at or before the end or cancellation of this agreement.

## 17. Liability

To the maximum extent permitted by law, we are not liable (whether in agreement, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that you or any other person incurs arising directly or indirectly from your use of any Eligible Toll Road, or anything else in connection with this agreement. This agreement does not affect any rights, liabilities and responsibilities arising at law, including statutory consumer protection.

## 18. Notices

Notices (including any written communications or statements) may be given to you:

- (a) personally;
- (b) left at or sent to your Address;
- (c) sent by fax to the fax number last notified to us;
- (d) by sending an SMS message to the mobile phone number last notified to us; or
- (e) by sending an email to the email address last notified to us.

Notices to us may be:

- (a) sent or delivered to us at our address;
- (b) sent by fax to our fax number; or
- (c) sent by email to our email address.

Our contact details are on the back page of this booklet.

Notices take effect from the time they are received unless a later time is specified.

If notices are:

- (a) sent by a fax machine that prints a transmission report showing that the fax was fully sent, they are taken to be received at the time shown in a transmission report which shows that the whole fax was sent;
- (b) sent by post, they are taken to be received on the expiration of three Business Days after the date of posting;
- (c) sent by SMS or e-mail, they are taken to be received on the expiration of one Business Day after the date of sending;
- (d) left at your address, they are taken to be received on the day of delivery if delivered before 4 pm on a Business Day and otherwise on the next Business Day.

## 19. Consent to use and disclose information

You consent to us using or disclosing any information you provide to us if the information is used or disclosed for the purposes contemplated by this agreement (including the exercise of any rights or the performance of any obligations under this agreement) or as detailed in the Privacy Code. Please visit [www.roam.com.au](http://www.roam.com.au) or contact Roam for a copy of the Privacy Code.

You consent to any information about your Account, including any information you provide to Roam being disclosed by us to credit reporting agencies or to debt collection agencies where you are in payment default.

You consent to us using your personal information to research and develop new products and services, and conduct business planning.

You consent to us disclosing any information otherwise required by law (legislation or court order).

You consent to us disclosing to Eligible Toll Road operators and the Roads and Traffic Authority, NSW (RTA) any information that is required for toll enforcement or collection.

## 20. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to this agreement includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (d) an obligation imposed on two or more parties binds them jointly and severally;
- (e) a reference to a time or date is a reference to that time or date in Sydney;
- (f) a provision of this agreement must not be interpreted against us just because we prepared the agreement;
- (g) a reference to any legislation or subordinate legislation includes any modifications or changes; and
- (h) headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement.

This agreement and the transactions contemplated by this agreement are governed by New South Wales law.

## Definitions

**Account** means your Account with us;

**Account Balance** means the total of all of the payments (and other amounts) which have been credited to your Account less any toll, Fee, tax, charge or other amount which is debited to your Account;

**Address** means the last mailing address advised to us by you;

**Agreed Replenishment Amount** has the meaning given to it in clause 21;

**Automatic Payment** means a standing authorisation given by you to us over a Bank account or a credit card;

**Automatic Post-Pay** means the payment option where you arrange to pay a Monthly Payment automatically on each Monthly Payment Date;

**Bank** means any bank or financial institution including a credit card provider;

**Business Day** means any day that is not a Saturday, Sunday or public holiday in NSW;

**Class** means a class of vehicles, each Class defined as follows:

(a) **Class 1** (Motorcycles) means motorcycles with two wheels, including motorcycles with single-wheeled sidecars or with small single-axle motorcycle trailers;

(b) **Class 2** (Cars) means cars and other vehicles with two axles under 2.8 metres in height and vehicles with trailers (combined totalling three axles) under 2 metres in height, and which do not meet Class 1 definition; and

(c) **Class 4** (Heavy vehicles) means all vehicles that do not meet Class 1 or Class 2 definitions;

**Electronic Toll Point** means any place on an Eligible Toll Road where vehicles are detected by an electronic tolling system;

**Eligible Toll Road** means Westlink M7 and those Australian roads, bridges, tunnels or locations on which a toll is levied for the passage of vehicles, and on which you can use a Nominated Vehicle linked to your e-PASS Account. For further details please refer to the Roam website.

**Fee** means any Fee payable to us by you when certain events occur, as set out in clause 21;

**Manual Payment** means a payment received by us by way of cash, a manual credit card or EFTPOS transaction, a bank cheque or a personal cheque. Manual Payments may be made through our website, by telephoning us, at Australia Post, or through other means that we may advise;

**Manual Pre-Pay** is the payment option that means you must maintain a pre-paid Account Balance in your Account, and tolls, Fees and charges are deducted by us from your Account Balance;

**Monthly Payment\*** means the amount of your Automatic Payment each month and is equal to your Account Balance on the Monthly Payment Date;

**Monthly Payment Date\*** means the day of the month on which we will debit funds from your nominated credit card or Bank account;

**Nominated Vehicle** means the vehicle you have asked us to link to your Account and is registered on the Roam Register

**Number Plate Details** means the combination of numbers, letters or numbers and letters, and the state of registration on the number plate of your Nominated Vehicle(s), as assigned to that vehicle by the relevant vehicle registration authority (e.g. the Roads and Traffic Authority, NSW) ;

**Privacy Code** means the privacy code available from the Roam website;

**Remaining Account Balance** means the total of any:

- credit Account Balance; and
- any other amounts which are treated like a security deposit, that remains after all outstanding Fees, taxes, tolls, charges and any other amounts which you owe us are deducted;

**Roam** means Roam Tolling Pty Limited ACN 103 186 670 and includes its contractors and agents;

**Roam Register** means the register of vehicles that are subject to customer service agreements established and maintained by us;

**Roam Registration** means the registration by us of your vehicle on the Roam Register by linking it to your Account;

**Toll Administration Fee** is a Fee that may be payable in relation to a Toll Notice;

**Tolling Customer Ombudsman** means Ombudsman for the tolling industry and the contact details can be obtained from the Roam website;

**Toll Notice** is a request for payment (or further request for payment) which may include tolls payable by you and a Toll Administration Fee;

**Trip** means the driving of a vehicle in one direction through one or more Electronic Toll Points uninterrupted by exit and subsequent re-entry on a single Eligible Toll Road;

**Westlink M7** means the motorway of that name between Prestons and West Baulkham Hills in western Sydney; and

**you/your** means you, the customer, who has opened the Account with us and your properly authorised agents.

## 21. Fees and other amounts relevant to your Account

The following Fees and amounts are payable as described in this table (inclusive of Goods and Services Tax (GST) where applicable).

Fee or amount	When payable	Amount, Fee or Deposit
<b>Account Administration Fee</b>	<p><b>Automatic Post-Pay option:</b> The amount debited to your Account each month for the Automatic Post-Pay payment option.</p> <p><b>Manual Pre-Pay option:</b> The amount debited to your Account each month for the Manual Pre-Pay option and so that you can make unlimited Manual Payments to your Account.</p>	<p>\$1.00 per month – only charged for each month in which your Account is used</p> <p>\$2.00 per month – only charged for each month in which your Account is used</p>
<b>Additional Statement Fee</b>	The amount debited to your Account when you request an additional statement.	\$3.60 per statement requested.
<b>Agreed Replenishment Amount</b>	<b>Manual Pre-Pay option:</b> The minimum amount that you must pay to top up your Account.	Either: (a) the greater of \$25.00; and the difference between your Account Balance and \$25.00; or (b) any larger amount selected by you and agreed by us.
<b>Debt Cost Recovery Fee</b>	Any costs (including legal costs) incurred by us in recovering a debt from you. These costs will be debited to your Account and also recovered. If your Account is in arrears and we attempt to recover the debt from you the Debt Cost Recovery Fee will be debited to your Account and the aggregate of that debt and any applicable Fees may be recovered from you by us.	Amount incurred by us.
<b>Declined Top Up Administration Fee</b>	The amount that will be debited from your Account if your payment is not successfully made, unless the unsuccessful payment is caused by us or our Bank.	The charge imposed on us by our Bank as a result of your unsuccessful payment.
<b>Manual Top Up Fee</b>	<b>Automatic Post-Pay option:</b> Although you will set up an Automatic Payment arrangement if you choose the Automatic Post-Pay option you may still make occasional Manual Payments. This amount will be debited to your Account if you make a Manual Payment to your Account. (Unlimited Automatic Payments may be made without incurring this Fee.)	\$1.50 per Manual Payment

\* These definitions only apply to the Automatic Post-Pay option.

Fee or amount	When payable	Amount, Fee or Deposit
<b>Minimum Account Opening Fee</b>	The amount debited to your Account if your Account has been used during fewer than 6 months in the term of the Account.	\$6.00
<b>Monthly Statement Fee</b>	The amount debited to your Account for us to send you a paper statement each month by mail.	\$1.00 per month
<b>Opening Amount</b>	<b>Manual Pre-Pay option:</b> The amount payable to open your Account.	\$40.00 top up
<b>SMS Low Balance Fee</b>	<b>Manual Pre-Pay option:</b> Only applies if you opt to receive low balance warning messages by SMS. The amount that will be debited from your Account if you do not top up your Account within 3 days after receiving a low balance warning message by SMS.	\$0.20 per SMS
<b>Suspension Fee</b>	This is the amount that may be debited from your Account if the Roam Registration of your vehicles has been suspended or cancelled other than following your request.	\$11.00 for the suspension of vehicles linked to your Account.
<b>Top Up Level</b>	<b>Manual Pre-Pay option:</b> When your Account Balance falls to this amount you must top up your Account by at least the Agreed Replenishment Amount.	\$25.00
<b>Vehicle Matching Fee</b>	We will debit the Vehicle Matching Fee from your Account (as well as tolls), for each Trip that any Nominated Vehicle is detected using any Eligible Toll Road.	\$0.75 per Trip for Trips on Westlink M7. Vehicle Matching Fee will be waived for Trips by Class 1 vehicles (motorcycles) on Westlink M7. Other amounts may be charged for Trips on other Eligible Toll Roads – please refer to the website of the relevant Eligible Toll Road.