

How to contact Roam

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Visitor's e-PASS
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 a Visitor's e-PASS, or by clicking on the "I accept" button on our website or at a Kiosk).

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 your Vehicle to your Visitor's e-PASS and the Roam Register

You must provide us with details of the vehicle that you wish to have linked to your Visitor's e-PASS before or no later than 48 hours after using that vehicle on any Eligible Toll Road. The vehicle that is linked to your Visitor's e-PASS 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 the vehicle and Class of vehicle. Roam Registration only occurs when your vehicle is recorded as registered on the Roam Register by us.

You must link only one vehicle to your Visitor's e-PASS.

Your vehicle must have clearly readable 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 vehicle's Number Plate Details. We will charge the relevant Westlink M7 tolls (and any applicable fees) to your Visitor's e-PASS.

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 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 applicable Fees) to your Visitor's e-PASS.

4. When you should contact us

You should contact us as soon as possible when:

- (a) your Nominated Vehicle or number plate on your Nominated Vehicle is lost or stolen; or
- (b) you become aware of anything that may or will affect any payment under this agreement.

5. If your Nominated Vehicle or Number Plate is stolen

We will not charge tolls or the Vehicle Matching Fee to your Visitor's e-PASS 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 Visitor's e-PASS when you notify us, or we become aware, that you have recovered the stolen Nominated Vehicle or stolen number plate.

You must provide a copy of the police report if we request it.

6. Charging tolls and Vehicle Matching Fees to your Visitor's e-PASS

We will charge a toll to your Visitor's e-PASS for each Trip made by your Nominated Vehicle.

We will charge the Vehicle Matching Fee to your Visitor's e-PASS for each Trip made by your Nominated Vehicle on an Eligible Toll Road.

We will not charge a Vehicle Matching Fee for Trips made by Class 1 vehicles (Motorcycles) for each Trip on Westlink M7.

TMRoam is a trademark.

7. Payment of your Visitor's e-PASS

Tolls, Fees and charges are charged by us to your Visitor's e-PASS. When your Account Balance is at or below the Top Up Trigger your Visitor's e-PASS may be automatically topped by us drawing the Agreed Replenishment Amount by Automatic Payment from your credit card.

You must pay your Closing Payment on the Closing Payment Date.

8. When is a payment made?

Payments are made to your Visitor's e-PASS when we receive them.

We will receive your payments when credited successfully to our Bank account.

If your Automatic Payment has failed, we may at our sole discretion:

- Retry your Automatic Payment up to the Closing Payment Date; or
- Receive your payments:
 - (a) if by credit card, when the person making the payment by telephone is given a receipt number for that payment;
 - (b) if by cheque, when the proceeds of the cheque have been cleared; or
 - (c) if by cash at Australia Post, when a receipt for that payment is given.

Failure to make a payment to us due under this agreement may result in you being issued with a Toll Notice. You agree to pay any tolls and Toll Administration Fee that the Toll Notice requires you to pay.

9. Charges for Travel on Eligible Toll Roads

When Trips are made on Eligible Toll Roads using your Nominated Vehicle we will charge your Visitor's e-PASS the relevant tolls (and any applicable fees) as charged by the relevant Eligible Toll Road operators.

10. When you agree to additional payments

We may debit any Fee, tax, charge or amount to your Visitor's e-PASS if you have agreed to pay or you owe that Fee, tax, charge or amount to us under this agreement.

11. 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 reviewed by 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 your Closing Payment Date it 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 Closing Payment Date 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.

12. 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 publishing the changes on our website, and how you may obtain a copy of them (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.

13. Expiry

Your Visitor's e-PASS expires at 23:59 on the Expiry Date that you nominated when setting up your Visitor's e-PASS.

Trips made using your Nominated Vehicle after 23:59 on the Expiry Date will not be charged to your Visitor's e-PASS and the driver of that vehicle may commit an offence under the Regulations and the owner of the vehicle may be issued with a Toll Notice or a penalty notice and be liable for a fine.

14. Suspension or Cancellation

If the Roam registration of your Nominated Vehicle is suspended or cancelled and trips are made by that Vehicle without any other arrangement, you will not have a valid arrangement in place. You may commit an offence and receive a Toll Notice or a penalty notice and be liable for a fine.

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

We will cancel the Roam Registration of your Nominated Vehicle at 23:59 on the Expiry Date.

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

- (a) we are required to do so by law;
- (b) your Automatic Payment fails or you fail to make a payment under this agreement; or
- (c) for any other reason (including breach of this agreement by you), we reasonably consider suspension or 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 or cancelled, you must first contact us and re-register on the Roam Register by:

- (a) If the Roam Registration of your vehicle has been suspended, making any payment required under this agreement;
- (b) If the Roam Registration of your vehicle has been cancelled, setting up a new Visitor's e-PASS, or opening a new account with Roam.

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 under the Regulations and the owner of the vehicle may be issued with a Toll Notice or a penalty notice and be liable for a fine.

If the Roam Registration of your Nominated Vehicle linked to your Visitor's e-PASS 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.

15. When this agreement ends

This agreement ends on the Closing Payment Date. 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.

16. 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.

17. Notices

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

- (a) personally;
- (b) by sending an SMS message to the mobile phone number last notified by you to us;
- (c) by sending an email to the email address last notified by you to us; or
- (d) by sending a letter to the postal address last notified by you 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.

18. 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 roam.com.au for a copy of the Privacy Code. You consent to any information about your Visitor's e-PASS, including any information you provide to Roam being disclosed by us to credit reporting agencies.

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

You consent to us disclosing personal information to debt collectors if necessary to enable Roam to collect any debt owing to it.

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

19. 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 Balance means the total of all of the payments (and other amounts) which have been credited to your Visitor's e-PASS less any toll, Fee, tax, charge or other amount which is debited to your Visitor's e-PASS;

Agreed Replenishment Amount has the meaning given to it in clause 20;

Automatic Payment means the standing authorisation given by you to us over a credit card;

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;

Closing Payment means the amount of your Automatic Payment and is equal to your Account Balance on the Closing Payment Date;

Closing Payment Date means the day up to 60 days after the Expiry Date during which period we may debit funds owed under this agreement from your nominated credit card;

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 all those Sydney roads, bridges, tunnels or locations on which a toll is levied for the passage of vehicles, and on which you can use your Visitor's e-PASS to pay for tolls in accordance with this agreement, as stipulated on the Roam website.

Expiry Date is the date you nominated when setting up your Visitor's e-PASS (being not more than 30 days after the Nominated Day) and means the last day on which Trips made using your Nominated Vehicle on Eligible Toll Roads will be charged to your Visitor's e-PASS. The Roam Registration of your Nominated Vehicle will be cancelled at 23:59 on the Expiry Date.

Fee means any Fee payable to us by you when certain events occur, as set out in clause 20;

Kiosk means the electronic payment systems operated by Touch at Coles Express outlets, including Coles Express at Shell Service Stations or any other electronic payment system offered by us;

Nominated Day is the day you have nominated as the first day of travel on a Eligible Toll Road;

Nominated Vehicle means the vehicle you have asked us to link to your Visitor's e-PASS and is registered on the Roam Register

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

Regulations means the Roads (General) Regulation 2000 (NSW) under the Roads Act 1993 (NSW) as amended;

Roam, we, our or us 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 Visitor's e-PASS;

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

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

Tolling Customer Ombudsman means the ombudsman for the tolling industry. The contact details for the Tolling Customer Ombudsman are available on the Roam website;

Top Up Trigger has the meaning given to it in clause 20;

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;

Visitor's e-PASS means your account with us;

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 Visitor's e-PASS with us and your properly authorised agents.

20. Fees and other amounts relevant to your Visitor's e-PASS

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
Agreed Replenishment Amount	The amount charged to your nominated credit card after the Account Balance reaches the Top Up Trigger.	The amount necessary to return your Account Balance to \$0.00
Debt Cost Recovery Fee	Any costs (including legal costs) incurred by us in recovering a debt from you. These costs will be debited to your Visitor's e-PASS and also recovered. If your Visitor's e-PASS is in arrears and we attempt to recover the debt from you the Debt Cost Recovery Fee will be debited to your Visitor's e-PASS and the aggregate of that debt and any applicable fees may be recovered from you by us.	Amount incurred by us.
Dishonour Fee	The amount that will be charged to your Visitor's e-PASS 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.
Start-Up Fee	The amount charged when your Visitor's e-PASS is set up.	\$3.30 \$1.50 for Visitor's e-PASS set up at roam.com.au
Statement Fee	The amount debited to your Visitor's e-PASS when you request a statement.	\$3.60 per statement requested. GST receipts available on request at no charge.
Top Up Trigger	When your Account Balance falls to this amount, the Agreed Replenishment Amount may be charged to your nominated credit card.	-\$10.00
Vehicle Matching Fee	We will debit the Vehicle Matching Fee from your Visitor's e-PASS (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. Other amounts may be charged on other Eligible Toll Roads – please refer to the relevant Eligible Toll Road website.