

eFleetPass ACCOUNT APPLICATION - CUSTOMER PAID ACCOUNT

Account no: *RMS use only*

To open your Toll Account, please post this signed application to:

Toll Applications, eFleetpass Services, 554/29 Smith Street, Parramatta NSW 2150

Please phone eFleetPass Services Electronic Toll Business Operations Centre on 1300 88 53 67 for information.

Important: You may photocopy this form if required. Please read the accompanying Terms and Conditions before completing this application. This application and Terms and Conditions set out your rights and obligations in relation to the use of Tolling accounts and Tags and together explain the operation of the Toll Account.

I apply to open an eFleetPass Acct with the MFA Motorways (Australia) (MFA) for use of the Electronic Toll Collection facilities on all Australian toll booths and at other locations as nominated by MFA.

Customer details

Individual or company
contact's Driver NSW:
Licence No.

Australian Business No.
(if applicable)

Individual or Company contact name

First Name/s: -

Last Name: -

Company name

As shown on ABN documents: -

(Please nominate a tag delivery address where a signature can be given during business hours to acknowledge receipt of delivery)

Mailing address (for correspondence)

Tag Delivery address (If same as mailing address write "same")

Street No. & Street or PO Box	Street No. & Street
Suburb Postcode	Suburb Postcode

Contact details

Daytime phone no.		Mobile no. (if available)	
Evening phone no. (if available)		Fax no. (if available)	
E-mail address (if available)			

Please also complete page 2 of this application

Please send me a total of electronic toll collection tags. (You may apply for any number of tags with this application.) Each tag may be used on up to three nominated registered vehicles of the same class. **Please list on the sheet attached the vehicle class and registration numbers for up to three vehicles for each tag required.**

Opening Payment

To open your Toll account, a security deposit of \$40.00 is required for each tag issued.

A fixed tag holder is essential to attach a tag to the vehicle's front windscreen and one holder is provided free of charge with each tag. If you will be using the same tag in more than one vehicle, you will need additional holder(s). Additional tag holders can be ordered for \$5.00 (inc. GST) each.

Enclosed is my cheque to cover the Total Opening Payment made up as follows:

Tag Security Deposit	\$40.00 x <input type="text"/> (No. of Tags) =	\$ <input type="text"/> . <input type="text"/>
Additional Tag Holders	\$5.00 x <input type="text"/> (No. of Holders) =	\$ <input type="text"/> . <input type="text"/>
Amount	Total Opening	\$ <input type="text"/> . <input type="text"/>

Credit Card details (Payment Option 1) Complete only if Payment Option 2 not required – see below

Option 1 (Credit Card)

I authorise MFA to charge my nominated Credit Card on the 14th weekday following the date of despatch of each monthly invoice of toll and associated charges for the previous month. My nominated credit card details are:

Bankcard Mastercard Visa Amex Diners Club Expiry date:

Card No.

Name/s on card: -

Signature/s on card

CVC

Direct debit details (Payment Option 2) Complete only if Payment Option 1 not required

I authorise MFA to charge my Nominated Account with a Financial Institution on the 14th weekday following the date of despatch of each monthly invoice of toll and associated charges for the previous month. I/we request that moneys due in terms of payment arrangements covered by this document be drawn under the direct debit system from my/our account conducted with:

Name and address of financial institution:	<input style="width: 900px; height: 30px;" type="text"/>
Account name:	<input style="width: 900px; height: 30px;" type="text"/>
BSB:	<input style="width: 900px; height: 30px;" type="text"/>
Account No:	<input style="width: 900px; height: 30px;" type="text"/>

I/we acknowledge that this direct debit arrangement is governed by the Terms and Conditions received from eFleetPass services (Direct Debit Services).

I undertake to immediately notify MFA of all changes in details as shown above.

Credit Reference

MFA requires a credit reference to be provided and for the applicant of a post paid toll account to authorise the MFA to seek and use credit reporting agencies to assess the application or from time to time as the MFA may consider necessary.

I authorise MFA to use the enclosed credit reference for the purpose of assessment of this application for commercial credit. I we also authorise the MFA to seek and use credit reporting agencies to assess the application or from time to time for the sole purpose of the Toll Account as the MFA may consider necessary.

I hereby certify that the details given above are correct. I acknowledge I have received and read the Terms and Conditions for an Electronic Toll Collection eFleetPass-Toll Customer Paid Toll Account as determined by MFA at the time of this application or as may be varied by MFA and notified to me/us in writing. I also consent to MFA disclosing information in accordance with the Terms and Conditions.

Signature:

Date:

1. Definitions

eFleetPass-TOLL CUSTOMER PAID TOLL ACCOUNT TERMS AND CONDITIONS

- (a) 'Application form' means the electronic toll application as submitted by the Customer in a form as specified by the MFA from time to time for an eFleetPass-Toll Account.
- (b) 'Rental Company/Customer' in respect of an eFleetPass-Toll Account means the person in whose name the Toll Account is opened. (c) 'GST' means Goods and Services Tax.
- (d) 'Nominated Credit Card' means a Bankcard, MasterCard, Visa, Diners Club or American Express credit card nominated by the Customer in the Application Form for the purpose set out in these Terms.
- (e) 'Nominated Account with a Financial Institution' means an account nominated by the Customer in the Application Form for the purpose set out in these Terms.
- (f) 'RMS' means Roads and Maritime Services constituted under the Transport Administration Act 1988.
- (g) 'Tag Security Deposit' means the amount as specified in the Application Form.
- (h) 'Tag' means the device provided by the MFA to the Customer to enable the satisfaction of tolls by way of electronic debits to the eFleetPass-Toll Account.
- (i) 'Terms' means these Terms and Conditions.
- (j) 'eFleetpass-Toll Account' means an account opened by the Customer with MFA for the purpose of accounting for tolls, fees and charges (including taxes) relating to the satisfaction of tolls by the Customer by way of electronic satisfaction of tolls.
- (k) 'Tolling Lane' means a lane on a toll road containing facilities for the electronic satisfaction of tolls.

2. Terms

- (a) All charges deposits and fees set out in these Terms include any GST unless otherwise indicated. The amounts (including charges deposits and fees) described in these Terms are current at the time of issue of these Terms but subject to change by MFA in its absolute discretion. MFA may in its absolute discretion at any time amend, vary or replace these Terms without giving a reason. MFA may vary any details of these Terms at any time by giving the Customer at least 14 days written notice.
- (b) The Customer must immediately notify MFA of all changes to the Customer's details supplied in the Application Form. Failure by the Customer to notify changes will entitle MFA to close the eFleetpass-Toll Account.
- (c) Nothing in these Terms affects a Customer's rights except as permitted by law.
- (d) These Terms are governed by and constituted in accordance with the laws of the state of New South Wales. Any action or other legal process in connection with the Terms shall be instituted and carried on only in the appropriate court of the state of New South Wales and the Customer consents to the jurisdiction of the court.
- (e) To the extent permitted by law MFA is not responsible for the failure of any electronic tolling system whether or not caused by MFA or caused by circumstance beyond the control of MFA.
- (f) Failure to supply full details and sign the certification on the Application can result in the transaction not proceeding.
- (g) MFA will maintain strict privacy of the Customer's details and details of all toll transactions that are collected by MFA for administering the eFleetPass-Toll Account in accordance with the Privacy and Personal Protection Act 1998. The Customer authorises MFA to disclose to MFA's mail house and to Australia Post any information relating to the Customer for any of the following purposes:
 - ③ delivering Tags and any correspondence in relation to the eFleetPass-Toll Account; and
 - ③ facilitating the use of Tags or electronic tolling systems on toll roads. Any third parties required to perform the above functions will be similarly bound to maintain strict privacy and not to use the information gained other than in compliance with the Privacy and Personal Information Protection Act 1998. The Customer can access and seek to have corrected their personal information held by the MFA.

3. Operation of the Toll Account

- (a) A Security Deposit of \$40.00 is payable by the Customer by cheque to MFA for each tag provided. MFA will refund the Security Deposit to the Customer following the return of the tag in good condition and working order to MFA. The Customer is responsible for any loss, damage or theft of any tag and will forfeit the Security Deposit to MFA in such circumstances. GST is not payable on the Security Deposit.
- (b) The eFleetPass-Toll Account will be debited with the applicable toll charge (including GST) each time a Tag is used for the electronic satisfaction of a toll at any location as may be nominated by MFA from time to time.
- (c) There will be a toll account administration fee of \$11.00 payable monthly by the RentalCompany to MFA.
- (d) There will be a minimum amount of \$200.00 payable monthly by the Customer to the MFA. This amount will only apply if toll charges received total a lesser amount.
- (e) Payment of all toll charges and any administration fee or charge will be payable by the rental customers to the MFA 14 days from the issue date shown on each monthly statement. Payment will be by means of either a charge by the MFA to the Nominated Credit Card OR by means of a direct debit to the Nominated Bank Account.
- (f) The Customer must ensure that:
 - ③ sufficient funds are available in the Nominated Account with a Financial Institution to meet a drawing on its due date; and
 - ③ the authorisation given to draw on the Nominated Account with a Financial Institution is identical to the account signing instruction held by the Financial Institution where the Nominated Account is based.
- (g) The Customer is liable to pay MFA by debit to the Nominated Credit Card or by direct debit to the Nominated Account with a Financial Institution:
 - ③ any fee or charge described in these Terms; and

③ any debt balances of the eFleetPass-Toll Account, and authorises MFA to debit the Nominated Credit Card of the Nominated Account with a Financial Institution in accordance with these Terms.

- (h) In the event the Customer fails to pay any amount under term 3 (d) then the Rental Company remains personally liable to MFA to pay that amount.
- (i) The Customer must immediately notify MFA if the Nominated Credit Card expires, is cancelled, suspended or otherwise not useable or if the Nominated Account with a Financial Institution is closed or otherwise not useable. MFA will be entitled to immediately close the eFleetPass-Toll Account unless the Customer has (i) notified MFA (ii) provided details of an alternative valid credit card or Nominated Account in accordance with these Terms.
- (j) MFA will provide to the Customer a monthly statement of the eFleetPass-Toll Account. The statement will detail, for each Tag on issue to the Customer, the total toll charges for the period of the statement and may also include the date, time, toll booth location and toll charge for each use of each Tag. The statement will also show the opening and closing balances of the eFleetPass-Toll Account and details of any fees and other charges. An additional \$5.50 is payable for each replacement itemised statement.
- (k) MFA will upon written request provide a Customer with a monthly tax invoice.
- (l) The Customer may close the eFleetPass-Toll Account at any time by notifying MFA in writing, paying any debit balance of the eFleetPass-Toll Account and returning all Tags.
- (m) MFA may at its discretion and without giving notice or a reason deactivate any Tags, take possession of any Tags and/or require the Customer to return any Tags on issue and close the Account. MFA may also at its discretion permit the ongoing operation of an eFleetPass-Toll Account with a debit balance but is not obliged to do so.
- (n) If an eFleetPass-Toll Account is closed, MFA will within a reasonable period return any credit balance in the eFleetPass-Toll Account or may charge the Customer's Nominated Credit Card or the Customer's Nominated Account with a Financial Institution for any debit balance. The Tag Security Deposit will be refunded provided all Tags on issue to the Customer are returned in good condition and working order and the eFleetPass-Toll Account is not in debit at the time it is closed. If the eFleetPass-Toll Account is in debit MFA may apply such of the Tag Security Deposit as necessary to offset the debit balance. MFA will pay no interest on any amount held by MFA whether or not the amount is returned or refunded to the Customer.
- (o) The Customer must notify any alleged discrepancy in relation to an eFleetPass-Toll Account statement to MFA within 2 months of the issue of the relevant eFleetPass-Toll Account statement. MFA will investigate such discrepancies but is the final arbiter in the event of any dispute. MFA may also adjust an eFleetPass-Toll Account statement retrospectively in the event that MFA reasonably believes the eFleetPass-Toll Account statement to be incorrect.

4. Use of Tags

- (a) Each Tag must be fitted by the Rental Company in accordance with instructions provided with the Tag. Due care must be taken by the Customer to ensure that the Tag is not damaged or stolen. If a Tag is not correctly fitted and fails to be read electronically the Customer may be charged an administration fee.
- (b) Each Tag remains the property of MFA and the Customer must return it undamaged to MFA immediately upon request. The Customer is liable to MFA for the full replacement cost of any Tag not returned to MFA in good condition and working order either upon request by MFA or when the eFleetPass-Toll Account is closed.
- (c) The Customer must not sell any Tag but may permit others to use it on any vehicle nominated on the Application Form or subsequently approved by MFA.
- (d) If a Tag is lost or stolen the Customer must immediately notify MFA by telephone, with confirmation in writing. Upon telephone notification by the Customer, MFA will as soon as possible de-activate the Tag and notify individual third party operators of toll roads on which Tags can be used. The Customer is liable for tolls satisfied with the Tag until the time of the Customer's telephone notification.
- (e) The Customer must pay all costs (including the cost of delivery) to replace any Tag (except a Tag that is defective otherwise than by a fault of the Customer).
- (f) A Tag that is defective otherwise than by fault of the Customer will be replaced by MFA at no cost to the Customer. To the extent permitted by law, MFA is not liable for costs, fees or losses (including costs of or related to any toll) if a Tag is not read in any electronic Tolling Lane.
- (g) If a Tag is not read in an electronic Tolling Lane which also provides for cash payment the Customer must pay the applicable toll with cash. If a Tag is not read in an electronic tolling lane that does not allow for cash payments, the applicable toll, plus an additional charge (as determined from time to time by MFA), will be debited to the eFleetPass-Toll Account. The additional charge will not be payable if the Customer establishes that the Tag was defective otherwise than by fault of the customer.
- (h) The Rental Company/Customer must immediately inform MFA if the Customer becomes aware that a Tag is not read, malfunctions or is in any way defective.
- (i) The Rental Company/Customer must not attempt to use a Tag to pass through a Tolling Lane that does not provide for the electronic satisfaction of tolls.
