

Customer Service Agreement  
terms and conditions



Please ensure you read all the terms and conditions in this Customer Service Agreement to understand our products fully.

- ▶ For **go via** account terms and conditions, **see page 3**.
- ▶ For **go via**video pass terms and conditions, **see page 8**.

## Do you need help?

To better assist you with understanding our terms and conditions please refer to the following naming conventions outlined below.

- ▶ **go viatag** and **go via**video account = pre-paid Account
- ▶ **go viabusiness** = post-paid Account
- ▶ **go via**video trip pass / **go via**video toll credit pass = pre-paid Pass
- ▶ **go via**roadpass / **go via**video pass-credit = post-paid Pass

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# 1 Who We Are

Queensland Motorways is the operator of the Sir Leo Hielscher Bridges, Logan Motorway and Gateway Extension Motorway toll roads, under a road franchise agreement with the State of Queensland. **go via**<sup>®</sup> is the name of the tolling services offered by Queensland Motorways Ltd. **go via** offers Tag accounts, non-Tag accounts and passes.

## 2 This Agreement

### 2.1 Features of this agreement

2.1.1 This agreement is for all **go via** Tolling Products, including:

- (a) any pre-paid or post-paid account (**Account**) that you have with us; and
- (b) any pre-paid pass that you purchase from us or post-paid pass that you arrange with us (**Pass**).

2.1.2 This agreement covers the rights and obligations attached to your Account or Pass, including:

- (a) your rights to use each Tag and Vehicle linked to your Account for travel on Queensland Motorways Roads and Compatible Toll Roads;
- (b) your rights to use each Vehicle linked to your Pass for travel on Queensland Motorways Roads and (if you have a post-paid Pass) Compatible Toll Roads;
- (c) your obligations to keep your pre-paid Account in credit, to make or authorise the payments required by this agreement, to maintain and use any Tags issued to you correctly and to keep contact, payment and Vehicle details up-to date;
- (d) our right to record and use the Personal Information you provide to us, and to link the details of your Tags to your Account and the details of your Vehicles to your Account or Pass, to allow your toll passages to be processed correctly;
- (e) our rights to charge your Account or post-paid Pass for use of Queensland Motorways Roads and Compatible Toll Roads and to charge your pre-paid Pass for use of Queensland Motorways Roads, and our rights (including the right to close your Account) if you don't comply with your obligations; and
- (f) our obligations to provide you with statements (if you have an Account or post-paid Pass) about your use of Queensland Motorways Roads and Compatible Toll Roads or, if you have a pre-paid Pass, to provide you with a listing of the amounts charged to your Pass for your use of Queensland Motorways Roads, and to maintain the privacy of your Personal Information.

2.1.3 This agreement also covers the treatment, on the closure of your pre-paid Account or pre-paid Pass, of the unused balance (if any) of the amount you pre-paid.

### 2.2 Commencement of this agreement

2.2.1 If your only Tolling Product is a post-paid Account, this agreement commences when we accept your application for a post-paid Account. Otherwise, it commences when you accept (or are deemed to accept) it or, if earlier, at the Activation Time.

2.2.2 If you purchase a pre-paid Pass, you will be deemed to have accepted this agreement at the time of purchase.

2.2.3 If you apply for an Account or a post-paid Pass, or you hold a Tag on or at any time after 1 July 2009, you will be deemed to have accepted this agreement:

- (a) if you applied online, when you indicate your acceptance on our Website;
- (b) if you applied in person at a Customer Service Centre or by post, when you indicate your acceptance by signing an application form;
- (c) if you applied over the phone, when we recorded your verbal acceptance; or
- (d) when a Tag or a Vehicle linked to your Account or Pass is detected travelling on a Queensland Motorways Road or a Compatible Toll Road.

## 2.2 Commencement of this agreement (cont.)

- 2.2.4 In the event that you do not accept the terms of this agreement, you must inform us before you accept or are deemed to accept the agreement and return all your Tags (if we have provided you with Tags) to us as soon as possible. We will then close your Account and cancel your Pass.
- 2.2.5 If you are a business entity, your application for a post-paid Account must be signed by one or more officers who are duly authorised to commit the entity to this agreement.

## 3 Using Queensland Motorways Roads

### 3.1 Tolls, fees and charges

Tolls, fees and charges applicable to travel on Queensland Motorways Roads and the use of our Tolling Products are published on our Website, and in brochures available from our Customer Contact Centre or Customer Service Centre staff and at the retailers listed on our Website (**Retailers**). These tolls, fees and charges will change from time to time.

### 3.2 Electronic and video tolling

Our Tolling System will take photographs of your Vehicle as it travels through toll points on Queensland Motorways Roads. We will use these photographs to classify your Vehicle, and to identify the Tolling Product to be charged if a Tag is not fitted, so that we can process tolls, fees and charges against your Account or Pass.

### 3.3 Travel on Queensland Motorways Roads

- 3.3.1 If we detect your Tag travelling on Queensland Motorways Roads, we will charge your Account with the applicable toll.
- 3.3.2 If we detect your Vehicle travelling on Queensland Motorways Roads and we have not provided you with a Tag, we will charge your Account or Pass with the applicable toll plus the video matching fee.
- 3.3.3 If we have provided you with a Tag but do not detect the Tag when your Vehicle travels on Queensland Motorways Roads, we will charge your Account with:
- (a) the applicable toll; and
  - (b) the applicable video matching fee if the failure to detect your Tag is not attributable to our Tolling System or a faulty Tag and your Vehicle is not a motorcycle (clause 7.5).

## 4 Using Compatible Toll Roads

### 4.1 Applicable charges

You will need to check with the relevant toll road operator to find out the applicable charges if you travel on a toll road which is not operated by Queensland Motorways. Your pre-paid Pass cannot be used to pay tolls, fees and charges for travel on toll roads which are not operated by Queensland Motorways.

### 4.2 Travel on Compatible Toll Roads

- 4.2.1 Your Vehicle's travel and (if we have provided you with a Tag) the use of your Tag on a Compatible Toll Road is subject to the conditions of use applicable to the Compatible Toll Road.
- 4.2.2 Tolls, fees and charges for use of a Compatible Toll Road may differ from those charged by Queensland Motorways and may be levied on a different basis to that used by Queensland Motorways.
- 4.2.3 We will charge your Account or post-paid Pass with the tolls, fees and charges advised to us by the operators of Compatible Toll Roads. However, if your Account is not in credit or your post-paid Pass is not a Valid Pass at the time that we receive information regarding your Vehicle's travel (or the use of your Tag, if applicable) on a Compatible Toll Road, we may reject the relevant tolls, fees and charges and you may be subject to infringement or enforcement action by the operator of the Compatible Toll Road.
- 4.2.4 Subject to any conditions or warranties that by reason of any relevant legislation may not be excluded:
- (a) neither you nor any other person will have any claim for damages if we reject tolls, fees and charges arising from your Vehicle's travel (or the attempted use of your Tag, if applicable) on a Compatible Toll Road; and

- (b) we do not accept responsibility or liability for any errors or discrepancies relating to billing information advised to us in relation to your Vehicle's travel (or the use or any malfunction of your Tag, if applicable) on a Compatible Toll Road.
- 4.2.5 Any queries relating to tolls, fees and charges in relation to your Vehicle's travel (or the use of your Tag, if applicable) on a Compatible Toll Road should initially be directed to the operator of the Compatible Toll Road.
- 4.2.6 If we have provided you with a Tag, you acknowledge that, when mounted in a position which permits it to function correctly when used on a Queensland Motorways Road, the Tag may not function correctly on a Compatible Toll Road. You should consult information published by the operator of the relevant Compatible Toll Road to determine the correct positioning of the Tag for use on that Compatible Toll Road.
- 4.2.7 You are deemed to have authorised and agreed to our release to the operator of a Compatible Toll Road of such of your Personal Information as is reasonably necessary to enable:
  - (a) your Vehicle's travel (or the use of your Tag, if applicable) in accordance with the conditions of use applicable to the Compatible Toll Road;
  - (b) the operator of the Compatible Toll Road to advise us of the applicable tolls, fees and charges; and
  - (c) us to charge the applicable tolls, fees and charges to your Account or post-paid Pass.

## 5 When we will charge your travel to your Account or Pass

- 5.1.1 We will charge tolls, video matching fees and other applicable fees and charges to your Account or Pass as soon as we have all the information we need to enable us to do so.
- 5.1.2 If your Vehicle is linked to more than one valid Tolling Product (i.e. you have purchased a Pass which is still a Valid Pass and you also have an Account or another Valid Pass):
  - (a) if we have provided you with a Tag and we detect your Tag, we will charge the applicable toll to your Account and we will not charge your Pass; and
  - (b) if we detect your Vehicle but do not detect a Tag, we will charge your pre-paid Pass (if you have one, and your post-paid Pass if you do not) with the applicable toll plus the video matching fee and will not charge your Account.
- 5.1.3 If your Vehicle is linked to two or more Valid Passes (which are all pre-paid Passes) when it travels through a toll point on a Queensland Motorways Road, we will charge the applicable toll and video matching fee to the pre-paid Pass with the earliest Expiry Time.
- 5.1.4 If your Vehicle is linked to two or more Valid Passes (which are all post-paid Passes) when it travels through a toll point on a Queensland Motorways Road or a Compatible Toll Road, we may charge the applicable toll and video matching fee to any of the post-paid Passes.

## 6 Your Account

### 6.1 Your Vehicles

- 6.1.1 We will link each of your Vehicles to your Account when you advise the Vehicle's details to us.
- 6.1.2 If your Vehicle travels on a Queensland Motorways Road without a Tag and is not linked to your Account or a Valid Pass, additional fees and charges may apply and the registered operator may receive an invoice or request for payment from us.

### 6.2 Application to earlier travel

- 6.2.1 This agreement applies to travel on Queensland Motorways Roads by Vehicles linked to your Account from the Activation Time.
- 6.2.2 When you open your pre-paid Account, you may specify an Activation Time which is up to three days before the Default Activation Time to allow previous toll passages to be added to your Account.

## 6.2 Application to earlier travel (cont.)

- 6.2.3 We will endeavour to charge your Account with the tolls, fees and charges advised to us by the operators of Compatible Toll Roads for travel on Compatible Toll Roads in Vehicles linked to your Account from the Activation Time.

## 6.3 Tags and Vehicles

- 6.3.1 You may have multiple Tags and Vehicles linked to your Account. If we provide you with a Tag, we expect that you will link it to a Vehicle which is also linked to your Account.
- 6.3.2 You may ask us to add new Tags or Vehicles to your Account or remove Tags or Vehicles from your Account at any time (e.g. if you lose the Tag or sell the Vehicle) by notifying us of the Account Details that we require. If you ask us to remove a Tag from your Account, we request that the Tag be returned to us. Additional fees may be charged to your Account if you do not return a Tag which has been removed from your Account.
- 6.3.3 If any of your Vehicle's details have been recorded incorrectly, please log onto your Account on our Website to correct them or contact our Customer Contact Centre or Customer Service Centre so that we may correct them for you. If you do not provide correct details of your Vehicle including, in particular, its Registration Plate Details and your Vehicle travels on a Queensland Motorways Road or a Compatible Toll Road:
- (a) additional fees and charges may apply; and
  - (b) the registered operator may receive an invoice or request for payment from us (or from the operator of the Compatible Toll Road).

## 6.4 Account Details

- 6.4.1 You must notify us of any changes to your Account Details as soon as possible. If you don't, you might not receive important information from us and you might incur additional fees and charges.
- 6.4.2 You should keep a record of the Account number provided to you when you open an Account and ensure that you remember (and keep secure) the PIN you selected: you will need to quote the Account number if you require assistance with or information about your Account (including assistance in obtaining a PIN), and will need to enter the PIN to log on to your Account on our Website. You will be responsible for all costs, liabilities and charges relating to any unauthorised use of the PIN if you fail to keep it secure.

## 6.5 Statements

- 6.5.1 We will provide you with access to an electronic statement that shows the amounts credited and charged to your Account, including applicable tolls and fees for use of Queensland Motorways Roads and Compatible Toll Roads. You may view and download your statements, and view information about other amounts credited or charged to your Account, by logging onto your Account on our Website.
- 6.5.2 You can choose the frequency of your statements. If you provide us with an email address we will advise you each time a new statement is available for access.
- 6.5.3 You may ask us to print your statement and post it to you, or to print it at a Customer Service Centre and hand it to you. Additional fees may be charged to your Account if we provide you with a printed statement.
- 6.5.4 The balance of your Account can be viewed online by logging onto your Account on our Website. Our Customer Contact Centre or Customer Service Centre staff will also advise you of the balance of your Account on request.

## 6.6 Payments

- 6.6.1 We request that you authorise us to collect payments by direct debit from a bank account or credit card.
- 6.6.2 If you have a pre-paid Account, we will collect payments by direct debit (if you have authorised us to do so) when your Account balance falls to the nominated top-up level. The minimum top-up level you may nominate and the minimum amount you may nominate for collection by direct debit are listed on our Website. These minimum amounts will apply to your pre-paid Account unless you advise us of higher amounts that we should use.

- 6.6.3 Subject to the maximum amount referred to in clause 6.7.1, you may pay amounts into your Account at any time, by any of the other payment options listed on our Website and on your statements. These include:
- (a) cash or debit/credit card payments at a Customer Service Centre or, if you have a pre-paid Account, at a Retailer;
  - (b) credit card payments via our Website or by telephoning our Customer Contact Centre; and
  - (c) payments via Bpay®.
- 6.6.4 You must quote your Account number when you use any of the payment methods listed in clause 6.6.3 unless:
- (a) you make a payment to your pre-paid Account at a Retailer, when you must use your **go via** account card (clause 6.7.5); or
  - (b) you make a payment to your pre-paid Account at a Customer Service Centre, when you may use your **go via** account card.
- 6.6.5 Additional fees and charges may apply if you use any of the payment methods listed in clause 6.6.3 to make a payment to your pre-paid Account.

## 6.7 Keeping your Account in credit: Pre-paid Accounts

- 6.7.1 You must make payments to your pre-paid Account, using any of the payment options listed in clause 6.6, to keep it in credit at all times. You cannot hold more than \$4,999 in credit at any time.
- 6.7.2 We will attempt to issue a tag message (clause 7.4) when the balance of your pre-paid Account falls to the applicable low balance warning level, to advise you that a payment to your Account will soon be required. The minimum low balance warning level you may nominate is listed on our Website. You will be deemed to have nominated this minimum amount unless you advise us of a higher amount that we should use.
- 6.7.3 If you have authorised us to collect payments by direct debit from a bank account or credit card, we will attempt to top up your pre-paid Account by direct debit when your Account balance falls to the nominated level. If a direct debit is unsuccessful, an additional fee may apply and you must then use one of the payment options listed in clause 6.6.3 until you provide us with a new direct debit authority.
- 6.7.4 If we do not hold a valid authority to collect payments by direct debit, we will attempt to issue a tag message (clause 7.4) when your pre-paid Account balance falls to the nominated top-up level. We will also attempt to contact you by email or SMS if you have provided us with details of your email address or SMS-enabled phone number. You must then use one of the payment options listed in clause 6.6.3 to top up your Account.
- 6.7.5 You may ask us to provide you with a **go via** account card, to assist us in identifying the pre-paid Account to which we should credit payments made at a Customer Service Centre or a Retailer. You must quote your Account number when you make a payment using one of the other options listed in clause 6.6.3.
- 6.7.6 If at any time your pre-paid Account is not in credit, additional fees and charges may apply and:
- (a) if we have provided you with a Tag, we may ignore it and use photographs of your Vehicle as it travels through toll points on Queensland Motorways Roads to identify it;
  - (b) we may direct you to return any Tags we have provided to you, and charge tag fees to your Account for any Tags which you have not returned to us;
  - (c) we may treat each trip as an infringement and send you an invoice requesting payment; and
  - (d) we may reject tolls, fees and charges you incur on Compatible Toll Roads (clause 4.2.3).

## 6.8 Credit terms and conditions: Post-paid Accounts

- 6.8.1 You must ensure that we receive payment of the month-end balance of your post-paid Account within 30 days of the end of each month. You may use any of the payment options listed in clause 6.6 to do so.
- 6.8.2 Your post-paid Account will be Overdue if you do not comply with your obligations under clause 6.8.1.

## 6.8 Credit terms and conditions: Post-paid Accounts (cont.)

- 6.8.3 If you have authorised us to collect payments by direct debit from a bank account or credit card, we will attempt to collect the month-end balance of your post-paid Account by direct debit not less than 28 days after the end of the relevant month. If a direct debit is unsuccessful, an additional fee may apply and you must then use one of the payment options listed in clause 6.6.3 until you provide us with a new direct debit authority.
- 6.8.4 If at any time your post-paid Account is Overdue, additional fees and charges may apply and:
- we will charge interest of 1.25 per cent per month (or such other interest rate as we may advertise from time to time), calculated daily, on the overdue balance of your Account;
  - if we have provided you with a Tag, we may ignore it and use photographs of your Vehicle as it travels through toll points on Queensland Motorways Roads to identify it;
  - we may direct you to return any Tags we have provided to you, and charge tag fees to your Account for any Tags which you have not returned to us;
  - we may treat each trip as an infringement and send you an invoice requesting payment; and
  - we may reject tolls, fees and charges you incur on Compatible Toll Roads (clause 4.2.3).

## 7 Your Tags

### 7.1 Tags and Passes

If you do not have an Account, you will not be issued with a Tag, as a Pass is a video tolling product only.

### 7.2 Ownership of Tags

Each Tag issued to you remains the property of Queensland Motorways Ltd. If we request its return (which we may do at any time), it must be returned to us within seven days.

### 7.3 Use of your Tags

7.3.1 You must retain possession of your Tags at all times unless we notify you otherwise.

7.3.2 You must secure your Tag from loss, theft, damage or destruction.

7.3.3 You must install, use or dispose of your Tags in accordance with our instructions. This includes only using a Tag in Vehicles that are of the same class as the Tag. If you use a Tag in a Vehicle that is not of the same class as the Tag, we may nevertheless charge your Account with the tolls, fees and charges due for that Vehicle's travel.

### 7.4 Tag messages

It is important to understand the meaning of the beeps emitted from your Tag (if we have issued one to you). These beeps indicate the status of your Account, enabling you to manage your Account balance effectively.

- ▶ **1 beep** means that the toll has been successfully charged to your Account.
- ▶ **1 beep + 2 beeps** is a low balance warning: it is time to top-up your pre-paid Account.
- ▶ **4 beeps** means that your pre-paid Account is no longer in credit:
  - ▶ additional fees and charges may apply;
  - ▶ we may reject tolls, fees and charges you incur on Compatible Toll Roads; and
  - ▶ it is time to top-up your Account.
- ▶ **0 beeps** means that you should contact us as soon as possible, as your Tag may be faulty or installed incorrectly.

### 7.5 Motorcycles

If a motorcycle is linked to your Account, we will not charge a video matching fee when it travels on Queensland Motorways Roads, even if a Tag is not installed. Operators of Compatible Toll Roads may charge a video matching fee, however: the list of Compatible Toll Roads on our Website will indicate which (if any) operators of Compatible Toll Roads have agreed to waive video matching fees for travel on those roads by a motorcycle which is linked to your Account.

## 7.6 Lost and stolen Tags

If we have provided you with a Tag and it is lost or stolen, you must notify us immediately. You must also provide us with a copy of the Police Report or other evidence of the loss or theft if we ask for it. You will not be held responsible for any tolls, fees or charges that might arise from the use of the lost or stolen Tag from the time we receive your notification. A tag fee will be charged to your Account, however, and another Tag will be sent if you request a replacement.

## 7.7 Damaged and destroyed Tags

If we have provided you with a Tag and it is damaged, you must return it to us. If a Tag is destroyed, you must notify us immediately, and also provide us with evidence of the Tag's destruction if we ask for it. In either case, a tag fee will be charged to your Account, and another Tag will be sent if you request a replacement.

## 7.8 Faulty Tags

7.8.1 If we have provided you with a Tag and it appears to be faulty, you must contact us and return the Tag to us. If you request a replacement, we will send another Tag to you, and waive any video matching fees that might arise in the seven days from the day we receive your notification (to allow time for the return of the faulty Tag and the issue of the replacement Tag). A tag fee may be charged to your Account, however, if we find that the Tag is not faulty.

7.8.2 Subject to any conditions or warranties that by reason of any relevant legislation may not be excluded, neither you nor any other person will have any claim for damages if a Tag fails to operate correctly or we apply incorrect fees or charges.

## 7.9 Obligation to return Tags

7.9.1 If we have issued Tags to you and your Account has been closed (or you ask us to close your Account), you must return all Tags associated with the Account to us within seven days.

7.9.2 If we direct you at any other time to return any Tag we have issued to you (because, for example, you have not complied with your obligation to keep your pre-paid Account in credit (clause 6.7.1) or with your payment obligations in relation to your post-paid Account (clause 6.8.2)), you must return that Tag to us within seven days.

## 7.10 Erroneous tolls

If more than one Tag is carried in a Vehicle, we will endeavour to ensure that the applicable toll is charged only once for each passage by the Vehicle through a toll point. However, we will not be obliged to give credit for tolls charged in error in these circumstances.

# 8 Closure of Your Account

## 8.1 No credit on your pre-paid Account

We may close your pre-paid Account if you do not comply with your obligation to keep it in credit (clause 6.7.1).

## 8.2 Overdue post-paid Account

We may close your post-paid Account if you do not comply with your payment obligations and your Account is Overdue (clause 6.8.2).

## 8.3 Voluntary closure

You may ask us to close your Account at any time by advising us in writing (using the appropriate form, available for download from our Website) or in person (by visiting a Customer Service Centre).

## 8.4 Dormant Account closure

We may attempt to contact you, at any time when there has been no activity on your Account for at least 12 months, so that you may tell us:

- (a) if it is a pre-paid Account, whether you want it kept open; or
- (b) if it is a post-paid Account, whether you want to convert it to a pre-paid Account.

If we do not receive a response within 30 days, we may close your Account and charge tag fees to your Account for any Tags which you have not returned to us.

## 8 Closure of Your Account (cont.)

### 8.5 Final Account balance

- 8.5.1 Before we close your Account, we will charge tag fees to your Account for any Tags which you have not returned to us.
- 8.5.2 If your Account is then in credit, we will pay the balance:
- (a) to your nominated bank account or credit card, if we have received payments by direct debit;
  - (b) to another bank account or credit card, if you have requested us to do so in writing;
  - (c) by cheque, payable to you and mailed to your address; or
  - (d) as required by law, if we have been unable to contact you.
- 8.5.3 If your Account is not then in credit, we will attempt to contact you and ask you to pay the balance due. If you do not pay the amount due to us within seven days, we may take action to collect it, and additional fees and charges may then become due. The actions we may take include infringement and enforcement action in relation to unpaid tolls and related fees and charges.

## 9 Your Pass

### 9.1 Purchasing a pre-paid Pass

- 9.1.1 You may purchase a pre-paid Pass at a Customer Service Centre or a Retailer. A retail channel fee applies to each Pass purchased at a Retailer, and will be charged to your Pass at the time we record its purchase.
- 9.1.2 The purchase price of each pre-paid Pass is determined by us. There is a range of Passes intended to meet the exact cost of a single or return journey through one or more toll points on Queensland Motorways Roads, and further Passes to meet the cost of multiple journeys through a range of toll points. These choices are explained further on our Website, and in brochures available from our Customer Contact Centre or Customer Service Centre staff and at the Retailers.
- 9.1.3 Each pre-paid Pass is valid for travel on Queensland Motorways Roads (but not on other toll roads) by a single Vehicle. You must advise your Vehicle's details to us at the time you purchase a Pass including, in particular, its Registration Plate Details. We will then link your Vehicle to your Pass.
- 9.1.4 Please check the voucher provided to you when you purchase a pre-paid Pass. If any of your Vehicle's details were recorded incorrectly, please contact our Customer Contact Centre or Customer Service Centre so that we may correct them for you. If you do not provide correct details of your Vehicle including, in particular, its Registration Plate Details and your Vehicle travels on a Queensland Motorways Road:
- (a) additional fees and charges may apply; and
  - (b) the registered operator may receive an invoice or request for payment from us.
- 9.1.5 You should retain the voucher provided to you when you purchase a pre-paid Pass: you will need to quote the voucher number if you require assistance with or information about your Pass.

### 9.2 Applying for a post-paid Pass

- 9.2.1 You may ask us to provide you with a post-paid Pass by:
- (a) completing an application on our Website;
  - (b) phoning our Customer Contact Centre and giving us the Pass Details we require; or
  - (c) completing an application form and either handing it to our Customer Service Centre staff or posting it to us.
- 9.2.2 Your application for a post-paid Pass is not complete unless you authorise us to collect payments periodically by direct debit from your credit card.
- 9.2.3 Each post-paid Pass is valid for travel on Queensland Motorways Roads and Compatible Toll Roads by a single Vehicle. You must advise your Vehicle's details to us at the time you apply for a Pass including, in particular, its Registration Plate Details. We will then link your Vehicle to your Pass.

- 9.2.4 Please check the acknowledgement form provided to you when you complete your application for a post-paid Pass. If any of your Vehicle's details were recorded incorrectly, please log onto your Pass on our Website to correct them or contact our Customer Contact Centre or Customer Service Centre so that we may correct them for you. If you do not provide correct details of your Vehicle including, in particular, its Registration Plate Details and your Vehicle travels on a Queensland Motorways Road or a Compatible Toll Road:
- (a) additional fees and charges may apply; and
  - (b) the registered operator may receive an invoice or request for payment from us (or from the operator of the Compatible Toll Road).
- 9.2.5 You should keep a record of the post-paid Pass number provided to you when we accept your application for a Pass and ensure that you remember (and keep secure) the PIN you selected: you will need to quote the Pass number if you require assistance with or information about your Pass (including assistance in obtaining a PIN), and will need to enter the PIN to log on to your Pass on our Website.

### 9.3 When a Pass is valid

- 9.3.1 The validity period of your Pass commences from the Activation Time.
- 9.3.2 If you purchase a pre-paid Pass at a Retailer, you may choose an Activation Time one, two or three days before the Default Activation Time.
- 9.3.3 If your Pass is a pre-paid Pass purchased at a Customer Service Centre or a post-paid Pass, you may specify an Activation Time which is any time in the period:
- ▶ **from:** three days **before** the Default Activation Time,
  - ▶ **to:** 90 days **after** the Default Activation Time.
- 9.3.4 Your Pass will expire at the Expiry Time. The Expiry Time is the Default Expiry Time unless:
- (a) if you have a post-paid Pass, you tell us in your application that you want it to expire at an earlier time; or
  - (b) you ask our Customer Contact Centre or Customer Service Centre staff to amend the Expiry Time so that the Pass expires at an earlier time (but not earlier than the Activation Time).
- The Expiry Time cannot be changed at a Retailer.
- 9.3.5 Your Pass is a Valid Pass for travel by your Vehicle through a toll point on a Queensland Motorways Road (or, if it is a post-paid Pass, a toll point on a Compatible Toll Road) when the time of travel is after the Activation Time and before the Expiry Time of the Pass, and:
- (a) if it is a pre-paid Pass, the remaining balance on the Pass (i.e. the purchase price less the retail channel fee, if applicable, and tolls and video matching fees for previous travel) is more than the total of the toll and the video matching fee for travel through that toll point; or
  - (b) if it is a post-paid Pass, we hold a valid authority to collect payments by direct debit.
- 9.3.6 We may treat a pre-paid Pass as if it were a Valid Pass despite the remaining balance on the Pass being less than the toll and video matching fee for travel by your Vehicle through that toll point. If we decide to do so:
- (a) the Pass is deemed to be a Valid Pass for that travel;
  - (b) the registered operator will not receive an invoice or request for payment from us for travel by your Vehicle through that toll point; and
  - (c) the Pass will not be a Valid Pass for any subsequent travel.
- 9.3.7 If the authority we hold to collect payments by direct debit is not valid (because, for example, the credit card number you advised us is incorrect, the credit card has expired or you have exceeded the credit limit on your credit card), your post-paid Pass is not a Valid Pass.

### 9.4 Travel with a Valid Pass

If we detect your Vehicle travelling on a Queensland Motorways Road, we will charge your Pass (if it is a Valid Pass) with the applicable toll plus the video matching fee. If your Vehicle travels on a Compatible Toll Road, we will charge your post-paid Pass (if it is a Valid Pass) with the tolls, fees and charges advised to us by the operator of the Compatible Toll Road.

## 9 Your Pass (cont.)

### 9.5 Travel without a Valid Pass

- 9.5.1 If your Vehicle travels through a toll point on a Queensland Motorways Road and it is not then linked to a Valid Pass or to another valid Tolling Product, you should:
- (a) purchase a new pre-paid Pass or apply for a new post-paid Pass, linked to your Vehicle, within the following three days; and
  - (b) ensure that the Activation Time of the new Pass is no later than the time when your Vehicle travelled through the toll point, as permitted under clauses 9.3.2 and 9.3.3.
- 9.5.2 Alternatively, our Customer Contact Centre or Customer Service Centre will be happy to discuss the use of an Account to pay for this travel.
- 9.5.3 If you do not arrange to pay for your travel in any of the ways permitted under clauses 9.5.1 and 9.5.2:
- (a) additional fees and charges may apply; and
  - (b) the registered operator may receive an invoice or request for payment from us.

### 9.6 Payments: Post-paid Passes

- 9.6.1 You must, when applying for a post-paid Pass, authorise us to collect payments by direct debit from your credit card.
- 9.6.2 We will collect payment for the balance of your post-paid Pass (comprising tolls and video matching fees charged less the amounts we have previously collected) by direct debit in accordance with the authority you give to us. We will usually attempt to collect payment every seven days.
- 9.6.3 We will collect payments by direct debit after the Expiry Time of your post-paid Pass if:
- (a) tolls and fees are charged to your Pass before the Expiry Time but after the time we last collected a payment for your Pass before the Expiry Time; and
  - (b) tolls and fees, for travel before the Expiry Time, are delayed and are not charged to your Pass before the Expiry Time.
- 9.6.4 If a direct debit is unsuccessful, an additional fee may apply and your post-paid Pass will no longer be a Valid Pass.

### 9.7 Transaction lists and balances: Pre-paid Passes

- 9.7.1 You can find out what tolls and fees have recently been charged to your pre-paid Pass, and the remaining balance on your Pass, by asking our Customer Contact Centre or Customer Service Centre.
- 9.7.2 You can also find out the remaining balance on your pre-paid Pass by logging onto your Pass on our Website.

### 9.8 Statements: Post-paid Passes

- 9.8.1 If you require a statement that shows the amounts charged and credited to your post-paid Pass, including applicable tolls and fees for use of Queensland Motorways Roads and Compatible Toll Roads, you should ask us and provide us with the other information we require. We will then provide you with access to an electronic statement. You may view and download your statements, and view information about other amounts credited or charged to your Pass, by logging onto your Pass on our Website.
- 9.8.2 If you provide us with an email address we will advise you each time a new statement is available for access.
- 9.8.3 You may ask us to print your statement and post it to you, or to print it at a Customer Service Centre and hand it to you. Additional fees may be charged to your post-paid Pass if we provide you with a printed statement.

### 9.9 Refunds and transfers: Pre-paid Passes

- 9.9.1 We will not refund part or all of the purchase price of a pre-paid Pass, and we will not transfer part or all of the purchase price of a Pass to another Pass or to an Account.

9.9.2 We will not refund or transfer the remaining balance of your pre-paid Pass (if any) at its Expiry Time.

## 10 Changes To This Agreement

- 10.1.1 We may change or vary any of the terms of this agreement by publishing the changes or the varied agreement on our Website. A notice on our Website will advise how you may obtain a free copy of the varied agreement. If you have an Account or a post-paid Pass, your next statement will also advise how to obtain a free copy of the varied agreement.
- 10.1.2 A summary of any changes to the terms which could materially adversely affect you will be published in the Courier Mail or the Australian newspapers (or any successor publication).

## 11 Privacy

- 11.1.1 We will maintain electronic or other records in relation to each of your Tolling Products, and otherwise in relation to you including details of:
- (a) if you have an Account or post-paid Pass, your name and the contact details and other information you provide (whether in an application or subsequently);
  - (b) all transactions involving any Vehicle linked to your Account or Pass, under your control or of which you are the driver or registered operator; and
  - (c) all transactions involving a Tag linked to your Account.
- 11.1.2 You agree to us collecting, using and disclosing your Personal Information in the performance of our obligations and exercise of our rights under this agreement, and in accordance with our Privacy Policy. In particular, we may use information related to your travel on Queensland Motorways Roads for our market research and, if you have an Account or post-paid Pass, we may notify you of new services, changes to this agreement, changes to or discontinuance of our services and changes to conditions for the use of Queensland Motorways Roads.
- 11.1.3 Our Privacy Policy (copies of which are available on our Website and on request from our Customer Contact Centre or Customer Service Centre staff) sets out details of how we collect, use and disclose your Personal Information and explains how you can access the Personal Information we hold about you and seek to have it corrected.

## 12 General

### 12.1 Registration plates and Vehicles

- 12.1.1 You must ensure that the registration plates for each of your Vehicles are correctly fitted so that the Registration Plate Details are displayed whenever your Vehicles travel on a Queensland Motorways Road or a Compatible Toll Road.
- 12.1.2 If any of your Vehicles or their registration plates are lost or stolen, you must notify us immediately. You must also provide us with a copy of the Police Report or other evidence of the loss or theft if we ask for it.

### 12.2 Control of Toll Roads

You must comply with:

- (a) all signage on any Queensland Motorways Road or Compatible Toll Road;
- (b) any direction or requirement of any employee or officer of Queensland Motorways or its Related Companies whilst on or in the vicinity of a Queensland Motorways Road;
- (c) any like direction or requirement of any employee or officer of an operator of a Compatible Toll Road; and
- (d) all other lawful traffic directions.

### 12.3 Notices to you

- 12.3.1 If you have an Account and we wish to give you a notice, you and all the drivers and registered operators of the Vehicles linked to your Account will be taken to have received the notice if we notify you by any one or more of the following methods:

## 12 General (cont.)

### 12.3 Notices to you (cont.)

#### 12.3.1 (cont.)

- (a) giving the notice to you personally;
- (b) leaving the notice at the address that you last gave us for your Account;
- (c) sending the notice by post to the address that you last gave us for your Account;
- (d) sending the notice by fax to the fax number that you last gave us for your Account;
- (e) sending the notice by email to the email address that you last gave us for your Account;
- (f) sending the notice by SMS to the mobile phone number that you last gave us for your Account;
- (g) activating a particular beep pattern on your Tag; or
- (h) any other way listed in clause 12.3.2.

#### 12.3.2 If we provide a notice by any one or more of the following methods:

- (a) publishing the notice on our Website;
- (b) publishing the notice in the Courier Mail or the Australian newspapers (or any successor publication); or
- (c) any other way the law permits,

you and all the drivers and registered operators of the Vehicles linked to your Account or Pass will then be taken to have received the notice.

### 12.4 Notices to us

You may give notices to us by any of the following methods and we will be taken to have received the notice:

- (a) telephoning us on 1 3000 46 842 and informing a member of our staff in our Customer Contact Centre;
- (b) giving the notice to a member of our staff at one of our Customer Service Centres;
- (c) sending the notice by post to:  
Customer Service  
Queensland Motorways Management Pty Ltd  
PO Box 2125  
Mansfield Qld 4122;
- (d) sending the notice by fax to 1300 55 99 20; or
- (e) sending the notice by email to our Email Address.

### 12.5 Enquiries, complaints and disputes

12.5.1 If you have an enquiry, dispute or wish to make a complaint about the operation of your Account or your Pass or this agreement, you should contact us.

12.5.2 You may contact us by telephoning us on 1 3000 46 842, visiting one of our Customer Service Centres, completing the message form on our Website or sending an email to our Email Address.

12.5.3 A customer service contact officer will respond to you as soon as possible. If you are not satisfied with our response, you can ask to have the matter reviewed by our customer relations team.

12.5.4 We are committed to resolving customer concerns as quickly and efficiently as possible. To lodge a complaint about Queensland Motorways or **go via** please contact us.

If you are still dissatisfied with the outcome of the complaint, you can contact the Tolling Customer Ombudsman at [tollingombudsman.com.au](http://tollingombudsman.com.au).

### 12.6 Evidence

A statement under the hand of one of our managers setting out an amount due to us, any interest owing on that amount, the date and time at which any Vehicle passed through a toll point or any other matter, fact or thing relating to:

- ▶ this agreement;

- ▶ your Vehicle's use of, or your Tag's presence on, Queensland Motorways Roads; or
  - ▶ information provided to us by the operator of a Compatible Toll Road,
- shall be prima facie evidence of the correctness of the facts set out in that statement.

## 12.7 Warranties

12.7.1 If you are a business entity, you warrant that:

- (a) you have power to enter into this agreement;
- (b) the signatories to your application are duly authorised to commit the entity to this agreement;
- (c) all of the information supplied to us in your application, or subsequently, is true and correct and
- (d) any person advised to us as having authority to give or receive notices on your behalf is duly authorised to give or receive such notices.

12.7.2 You acknowledge that neither we nor any of our Related Companies warrant:

- (a) the condition of any Queensland Motorways Road;
- (b) travelling times or traffic volumes on any Queensland Motorways Road;
- (c) whether or not any Queensland Motorways Road will be open at any time for travel;
- (d) anything at all to do with a Compatible Toll Road;
- (e) whether your Account or Pass or any other Tolling Product is the most suitable or appropriate Tolling Product for you; or
- (f) that a Tolling Product will be able to be used on a Compatible Toll Road.

12.7.3 You acknowledge that from time to time maintenance or other work may be carried out on a Queensland Motorways Road or a Compatible Toll Road and that this may disrupt traffic flows on that road. You acknowledge and agree that neither we nor any of our Related Companies is liable for any delay or damage caused to you arising out of any travel on any Queensland Motorways Road or Compatible Toll Road including damage to any Vehicle linked to your Account or Pass, under your control or of which you are the driver or registered operator.

## 12.8 Our liability

12.8.1 Neither we nor any of our Related Companies will be liable to you or anyone claiming through you for any loss or damage (including consequential loss) suffered by you in connection with any travel on any Queensland Motorways Road or any Compatible Toll Road or due to a malfunction or defect caused by your failure to comply with the terms of this agreement.

12.8.2 To the maximum extent permitted by law, neither we nor any of our Related Companies will be liable, whether in contract, tort, under statute or otherwise for any loss (including consequential loss and loss of profit) damage or expense that a person incurs arising directly or indirectly from:

- ▶ the person's use, installation or removal of a Tag or the Tag holder;
- ▶ any error or delay in charging tolls, fees or charges to your Account or Pass; or
- ▶ anything else in connection with this agreement.

12.8.3 Where our liability cannot be excluded, then we reserve the right (where we can legally do so) to limit our liability to:

- ▶ the resupply of the service; or
- ▶ a refund of the moneys paid for the service.

12.8.4 This agreement does not affect any rights, liabilities and responsibilities arising at law, unless otherwise provided under this agreement.

## 12.9 Assignment

You may not assign this agreement to any person at any time without our written consent.

## 12.10 Governing law

This agreement is governed by the law of Queensland.

## 13 Definitions and Interpretation

**Account** has the meaning given in clause 2.1.1.

**Account Details** means:

- (a) your name and the address to which notices and other correspondence (including printed statements, if applicable) should be posted;
- (b) the Registration Plate Details for each Vehicle linked to your Account; and
- (c) such other information as we require to open and administer your Account, which may include your bank account or credit card details if you authorise us to collect payments by direct debit.

**Act** means the *Transport Infrastructure Act 1994* and any amendment or variation or re-enactment of it and including any subordinate or delegated legislation made pursuant to the authority of that Act.

**Activation Time** means, for any Tolling Product, the Default Activation Time unless you tell us, at the time you apply for or purchase the Tolling Product, that you want it to commence at a different time and that time is permitted under clause 6.2.2 (if it is a pre-paid Account) or clauses 9.3.2 and 9.3.3 (if it is a Pass).

**Compatible Toll Road** means a toll road (other than a Queensland Motorways Road), listed on our Website, which is operated by an operator with whom we have an agreement under which we will accept and charge your Account or post-paid Pass with tolls and other applicable fees and charges for one or both of:

- (a) the use on those toll roads of any Tag we have provided to you; or
- (b) travel on those toll roads by your Vehicle without the use of a Tag.

**Customer Contact Centre** means any customer contact centre we operate.

**Customer Service Centre** means any customer service centre we operate.

**Default Activation Time** means, for any Tolling Product, midnight at the beginning of the day when:

- (a) you applied for the Account (if it is a pre-paid Account);
- (b) we accepted your application for the Account (if it is a post-paid Account);
- (c) you purchased the Pass (if it is a pre-paid Pass); or
- (d) you applied for the Pass (if it is a post-paid Pass).

**Default Expiry Time** means:

- (a) for a pre-paid Pass, 90 days after the Activation Time; or
- (b) for a post-paid Pass, 30 days after the Activation Time.

**Email Address** means [enquiries@govia.com.au](mailto:enquiries@govia.com.au) or such other email address as we may advertise from time to time.

**Expiry Time** has the meaning given in clause 9.3.4.

**Overdue** has the meaning given in clause 6.8.2.

**Pass** has the meaning given in clause 2.1.1.

**Pass Details** means:

- (a) the Registration Plate Details for each Vehicle linked to your Pass; and
- (b) such other information as we require to open and administer your Pass.

**Personal Information** means information about you, from which your identity could reasonably be ascertained, including:

- (a) your Account Details;
- (b) your Pass Details;
- (c) records of your use of Queensland Motorways Roads and Compatible Toll Roads including photographs and video recordings;
- (d) financial information relating to your Account or post-paid Pass including your Account balance, payments made and amounts owing; and
- (e) financial information relating to your pre-paid Pass including the purchase price and remaining balance.

**Queensland Motorways** means Queensland Motorways Limited ABN 50 067 242 513.

**Queensland Motorways Roads** means the Sir Leo Hielscher Bridges , Logan Motorway and Gateway Extension Motorway toll roads.

**Registration Plate Details** means the registration plate number and:

- (a) the State in which the registration plate is registered; or
- (b) if the registration plate is not registered in a State, the abbreviated name (as stated on the registration plate) of its issuer.

**Related Companies** means our holding company, Queensland Motorways, and each of its other subsidiary companies.

**Retailer** has the meaning given in clause 3.1.

**Tag** means an electronic device issued by us by which the use of Vehicles on Queensland Motorways Roads and Compatible Toll Roads may be detected.

**Tolling Product** means a **go via** account product or pass product offered by us for use on Queensland Motorways Roads, one or more of which may also be offered for use on Compatible Toll Roads.

**Tolling System** means the physical, hardware, software, firmware and other aspects of the tolling system used for detecting, identifying, tolling and charging fees for the use of, or otherwise in connection with Queensland Motorways Roads.

**Valid Pass** has the meaning given in clause 9.3.5.

**Vehicle** means a motor vehicle or trailer or any vehicle linked to your Account or Pass.

**We** means Queensland Motorways Ltd ABN 50 067 242 513, our related companies, and **our** and **us** have corresponding meanings.

**Website** means **govia.com.au** or such other website as we may advertise from time to time.

**You** means the customer specified in the application for an Account or Pass under this agreement or, where appropriate in the context, the driver of a Vehicle linked to your Account or Pass, and **your** has a corresponding meaning.

## For more information

visit [govia.com.au](http://govia.com.au)  
phone 1 3000 GO VIA [1 3000 46 842]  
Seven days a week from 7.00 am – 10.00 pm

## Customer Service Centres

Gateway 1051 Lytton Road, Murarrie  
Heathwood Stapylton Road, Heathwood

Open Monday to Friday 7.30 am – 5.00 pm and  
Saturday 9.00 am – 3.00 pm. Closed public holidays.



**QUEENSLAND  
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Connecting People and Places