

How the terms and conditions have changed

Here are some examples of how we have changed the terms and conditions according to concerns of the public:

Concerns	Changes we have made to the terms and conditions
There was a concern that the terms and conditions do not comply with the Consumer Protection Act	We have put in a clause to state that the terms and conditions only apply as far as allowed by the law, including as far as allowed by the Consumer Protection Act.
There was a concern that we could change the agreement and you were forced to agree the changes.	<p>The new clauses are clear that this is not so. You can end the agreement immediately or at any time after we tell you about changes. Even if we do not make changes, you can still end the agreement at any time.</p> <p>We have also changed this clause to state that we must tell you at least 40 calendar days before we make changes. We can tell you in a shorter time only if it is reasonable or required by law.</p> <p>This clause was also changed after taking account of the suggestions from the National Consumer Commission.</p>
There was a concern that you have to give us your bank details	The new clauses are clear that this is not so. There were always various ways that you can choose to pay without giving us your banking details (for example, at an e-toll customer service outlet, or by EFT, or at a bank).
There was a concern that we can change the period in which you must pay	The new clauses are clear that this is not so. We have also included a clause to say that we can increase the grace period for you to pay. This is for your benefit.
There was a concern that you must allow us to take money from your bank account	The new clauses are clear that this is not so. There are various ways that you can choose to pay without giving us permission to take money from your bank account.
There was a concern that you allow us to charge you for unknown amounts	The new clauses list all the charges that you might have to pay. The new clauses also state where and how you can get details of the tolls that you might have to pay.
There was a concern that we charge for invoices and statements	We provide you with invoices and statements for free through our website, by e-mail, and at e-toll customer service outlets. If you ask to receive invoices and statements by post or fax we only charge a reasonable fee. We also only charge a reasonable printing fee if you ask for extra copies.
There was a concern over our access to your information and	We have corrected this confusion. We have clarified that we will only request your contact details from other companies, if we

<p>that we could request any information about you.</p>	<p>cannot contact you with the information you have already given us. We can only do this where it is allowed by law.</p> <p>We can also only use the information to contact you about matters related to the agreement. We are not allowed to use the information for marketing or any other purpose.</p>
<p>There was a concern that you are liable for tolls if your motor vehicle or e-tag is stolen.</p>	<p>The new clauses are clear that this is not so. If you report to us that your vehicle or e-tag was stolen, in the way set out in the agreement, we do not charge you for tolls from the date the vehicle or e-tag was stolen.</p>
<p>There was a concern that you are liable for tolls after your motor vehicle is sold.</p>	<p>The new clauses are clear that this is not so. You can remove motor vehicles from your e-toll account at any time.</p>
<p>There was also a concern that you have to prove that amounts we charge you are wrong.</p>	<p>We have removed the clause that caused this concern.</p>
<p>There was a concern that we forced you to raise disputes or complaints within a short period</p>	<p>The new clauses are clear that this is not so. You can raise a dispute, query or complaint at any time. Even after you have paid.</p>
<p>There was a concern that we stopped you from taking complaints or disputes to other people, for example the National Consumer Commission</p>	<p>The new clauses are clear that this is not so. There are various ways you can lodge disputes, queries or complaints with Sanral. These ways are in addition to, and do not limit, any other rights and remedies that you have to deal with disputes, queries or complaints.</p>
<p>There was a concern that we can suspend your e-toll account without giving you warning</p>	<p>The new clauses are clear that this is not so. We give you various warnings. These warnings include when your e-toll account balance is low or negative. We also give you warnings that we might suspend your account.</p> <p>If you use an e-tag, we also send warnings through the e-tag.</p>
<p>There was a concern that we would stop you from using the toll roads if your e-toll account is suspended.</p>	<p>The new clauses are clear that this is not so. We do not stop you from using the roads if your account is suspended.</p>
<p>There was a concern that we would stop you from using the toll roads if you did not pay</p>	<p>We do not stop you from using the roads if you do not pay on time.</p>
<p>There was a concern that the terms gave you no claim against us if we suspend your account incorrectly.</p>	<p>The new clauses are clear that this is not so. You might have a claim against us if we suspend your account incorrectly.</p>

There was a concern that your e-toll account will become dormant after one year.	We have removed this clause and your account will not become dormant.
There was a concern that we limited and excluded our liability in a way that was unfair and unreasonable	We have changed this clause to ensure that it is fair and reasonable. The new clause is also now clear that it will only apply as far as is allowed by the law, including the Consumer Protection Act. This clause was also changed after taking account of the feedback from the National Consumer Commission.

Please note that these examples are not terms and conditions themselves. These examples are not part of the agreement, but just given to you to help show how the new agreement is different to the old agreement. These examples are not to be used to limit, extend or change the meaning of the terms and conditions in the new or the old agreement.