



***New terms and conditions
for people and
organisations who register
with Sanral***



Terms and conditions for people and organisations who register with *Sanral*

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Section A: Definitions and interpretation

1. Definitions

The meanings for the words and phrases in the left hand column are given in the right hand column. Defined terms appear in *italics* in this *Agreement*.

<i>Act</i>	means the South African National Roads Agency Limited and National Roads Act, Act No.7 of 1998.
<i>alternate user</i>	means a <i>user</i> that meets the criteria of an " <i>alternate user</i> " as described in the Government Gazette notice that sets out current toll tariffs on the <i>GFIP-toll roads</i> .
<i>Agreement</i>	means these terms and conditions.
<i>business day</i>	means any day except for a Saturday, Sunday or South African public holiday.
<i>calendar day</i>	means any day.
<i>Consumer Protection Act</i>	means the Consumer Protection Act, No. 68 of 2008.
<i>customer identification card number</i>	means the 16-digit number that identifies a person or organisation that registers with <i>Sanral</i> and is linked to that person's or organisation's <i>e-toll account</i> .
<i>e-toll</i>	means the amount of toll to be paid for an <i>e-toll transaction</i> in terms of section 27(3)(c) of the Act. This is referred to as the tariff in the Government Gazette notice that sets out current toll tariffs on the <i>GFIP-toll roads</i> .
<i>e-toll account</i>	means the toll account that is opened with us by the person who is responsible for the toll account and that is linked to the <i>VLN</i> of a <i>motor vehicle</i> .
<i>e-toll call centre</i>	means the <i>Sanral</i> call centre, which can be contacted at 0800 SANRAL (0800 726 725).
<i>e-toll customer service outlet</i>	means the place of payment determined by <i>Sanral</i> for the payment of toll, including the <i>e-toll</i> customer centres, which are all set out in the Government Gazette notice that sets out the conditions for paying toll.
<i>e-road</i>	means a toll road on which there is an <i>e-toll plaza</i> and that is identified as a toll road by any one or more of the following: road markings; road signs; <i>e-road</i> symbols.
<i>e-tag</i>	means an electronic device acquired from <i>Sanral</i> (or one of its authorised suppliers) that is fitted to a <i>motor vehicle</i> in the manner specified by <i>Sanral</i> to identify the <i>motor vehicle</i> when it passes under or through an <i>e-toll plaza</i> . Whenever this <i>Agreement</i> refers to an <i>e-tag</i> , it also includes the

	bracket which holds the <i>e-tag</i> .
<i>e-toll plaza</i>	means a toll plaza as defined in section 1 of the Act.
<i>e-toll transaction</i>	means the single passage of a <i>motor vehicle</i> under or through an <i>e-toll plaza</i> and the recognition of the <i>motor vehicle</i> by electronic equipment.
<i>GFIP-toll roads</i>	means the Gauteng Freeway Improvement Project toll roads, which are: N1 sections 20 and 21, N3 section 12, N4 section 1 and N12 sections 18 and 19 (as declared by Government Notice No. 30912 of 28 March 2008); and R21 sections 1 and 2 (as declared by Government Notice No. 31273 of 28 July 2008).
<i>grace period</i>	means seven <i>calendar days</i> from the date and time that the responsibility to pay an <i>e-toll transaction</i> or a fee arises. We may increase this seven <i>calendar day</i> period in the way set out in '6.3 Grace Period' in 'Section D: Paying your <i>e-toll account</i> '.
<i>motor vehicle</i>	means a <i>motor vehicle</i> as defined in the National Road Traffic Act (Act No.93 of 1996).
<i>overdue amount</i>	means the amount of <i>e-toll transactions</i> or fees or both that are not paid within the <i>grace period</i> .
<i>PIN</i>	<i>PIN</i> means a personal identification number that is given to you after you register with us and that you can change from time to time in the manner we allow.
<i>representatives</i>	means employees, agents, contractors and sub-contractors.
<i>Sanral</i>	means the South African National Roads Agency SOC Limited as defined in section 1 of the Act, which has its primary place of business at 48 Tambotie Avenue, Val de Grace, Pretoria, 0184.
<i>user</i>	means a person driving or using a <i>motor vehicle</i> on an <i>e-road</i> .
<i>Violations Processing Centre (VPC)</i>	means the division of <i>Sanral</i> that manages <i>overdue amounts</i> .
<i>VLN</i>	means the Motor Vehicle Licence Number allocated to a <i>motor vehicle</i> under section 4(3) of the National Road Traffic Act (No.93 of 1996) or under the laws of the country in which the motor vehicle was registered.
<i>VPC account</i>	means the account that is opened by us in your name (or the name of a <i>motor vehicle</i> owner) to show <i>overdue amounts</i> .
<i>website</i>	means the website at the address www.sanral.co.za .

2. Rules of interpretation

In this *Agreement*, unless the context requires a different interpretation, the following rules of interpretation apply:

Singular and plural: Words in the singular include the plural. Words in the plural include the singular.

Examples: The examples are aids to understanding. They are intended to help explain a term or condition. They are not terms or conditions themselves. Examples do not limit the meaning or application of the terms or conditions. The terms or conditions do not apply only to the situations and facts given in the examples or only to similar situations and facts.

Headings: Headings are aids to reading and understanding. They are not terms or conditions themselves. Headings do not limit or extend the meaning or application of the terms or conditions.

May, may not and might:

- a. The word 'may' means 'is entitled to' or 'are entitled to' (whichever is grammatically correct).
- b. The words 'may not' mean 'is not entitled to' or 'are not entitled to' (whichever is grammatically correct).
- c. The word 'might' expresses possibility.

Responsibility and responsible: A responsibility is a duty imposed on someone to do something whether imposed by the law or created by agreement. To be responsible means to have a duty to do something whether imposed by the law or created by agreement.

Risk: Risk means being exposed to harm or the possibility of harm, including:

- a. the loss or theft of, or physical damage to, any property; and
- b. the financial loss someone might suffer.

Including: The word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word.

- a. The word 'including' means 'including but not limited to'.
- b. The word 'include' means 'include but is not limited to'.
- c. The word 'includes' means 'includes but is not limited to'.

Where there is a list of specific things that belong together to describe a general word or phrase, the general word or phrase can have other meanings and can include other things. The general word or phrase must not be interpreted to only apply to those specific things or things similar to those specific things.

For example, in the sentence: 'You should eat fruit, including apples and pears', the general word 'fruit' is not limited to apples and pears and other fruit that are similar to apples and pears. 'Fruit' could also include grapes and any other types of fruit.

Rights and remedies: In this *Agreement*, there is reference to the legal concepts of rights and remedies. Rights are interests protected by law. Remedies are the ways available in law to enforce or protect rights or to get compensation.

Loss or damages: In this *Agreement*, there is reference to legal concepts called loss and damages.

- a. **Loss** is the disadvantage a person suffers because of the behaviour of that person or of someone else. Loss includes physical loss (for example, death, personal injury, or harm to property) and financial loss (for example, loss of income or loss of profits).
- b. **Damages** is the amount of money claimed by or ordered to be paid to someone as compensation for a loss that they suffer.

Calculating days: Where any number of days is given, those days are counted to exclude the first day but include the last day. This calculation does not apply to the *grace period*.

Reference to laws: When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced from time to time.

Reference to Government Gazettes: When there is reference to a Government Gazette or to a part of a Government Gazette, we mean that Government Gazette or part of that Government Gazette as amended, repealed or replaced from time to time.

Section B: About this *Agreement*

1. The purpose of this *Agreement*

1.1 Governs some parts of the relationship with *Sanral*

These terms and conditions (also called the *Agreement*) govern some parts of the relationship between *Sanral* and a person or organisation that registers with *Sanral* to pay for *e-toll*. The parts of the relationship that these terms and conditions govern are:

- a. The ways that a person or organisation that registers can choose to pay for *e-toll transactions* and fees; and
- b. The use of *e-tags*.

1.2 Other terms and conditions also apply

These terms and conditions do not cover the whole relationship between *Sanral* and a person or organisation that registers with *Sanral*. There are other terms and conditions contained in other documents that might also apply, including:

- a. The South African National Roads Agency Limited and National Roads Act, No.7 of 1998;
- b. The government notices about toll tariffs for *e-toll transactions*;
- c. The government notices about conditions for paying toll;
- d. Any amendments to the *Act* or government notices;
- e. The instructions for fitting *e-tags*.

The *Act* and the government notices are available from the South African Government.

Sanral also makes all these documents available to you on the *website* (www.sanral.co.za) and at *e-toll customer service outlets*. *Sanral* may charge a reasonable fee for printing copies of the *Act* and the government notices.

2. Background to the *e-toll* system

2.1 How the *e-toll* system works

Certain roads in South Africa are toll roads. This means that people must pay toll when they use the toll roads. Until the new electronic toll system (*e-toll* system) was introduced, drivers either paid toll at the toll plazas or their payment of toll was regulated at the toll plaza. The *e-toll* system electronically records *motor vehicles* passing under or through toll plazas (called *e-toll plazas*) and the responsibility to pay toll. Each time a *motor vehicle* passes under or through an *e-toll plaza*, there is an *e-toll transaction*.

2.2 Drivers have a duty under the law to pay *e-toll*

According to South African law, a person who uses a *motor vehicle* on a toll road, including an *e-toll* road, must pay toll.

2.3 Organisations and people who are not *users* can pay toll by *Agreement*

Only the person who uses a *motor vehicle* on *e-roads* has a duty to pay toll under the law. However, organisations (for example, companies) and people who are not the *users* can take on the duty to pay for toll by entering into an *Agreement* with *Sanral*.

This does not remove the duty under the law from the *user* but it means an organisation or a person who is not a *user* has a contractual duty to pay toll on behalf of the *user*.

3. Who must comply with these terms and conditions

3.1 *Sanral* and people or organisations that register with *Sanral*

These terms and conditions create an agreement between:

- a. *Sanral* (referred to as 'we', 'us' and 'our' in these terms and conditions); and
- b. A person or organisation that registers with *Sanral* to pay *e-toll* (referred to as 'you' and 'your' in these terms and conditions).

3.2 You agree to the terms and conditions

You agree to these terms and conditions if you register with *Sanral* and you do any one or more of the following:

- a. Sign these terms and conditions;
- b. Tick the box next to the words 'I've read and accept the terms and conditions for people and organisations who register with *Sanral*' and then click on the word 'Continue', on the *Sanral website* (www.sanral.co.za);
- c. Say to an *e-toll call centre* agent that you agree to the terms and conditions if you register by phone at the *e-toll call centre*;
- d. Sign on the electronic signature pad at an *e-toll customer service outlet* if you register at the *e-toll customer service outlet*.

3.3 Terms in bold are especially important

You must read these terms and conditions carefully. **The parts in bold have especially important consequences for you.** For example, there might be circumstances where we limit or exclude our responsibility to you. We may do this only as far as the law allows us to. Refer to '5. Terms and conditions to be interpreted to comply with the law' in 'Section I: General provisions', which always applies to these parts. Some of the consequences are set out in a block following the bold parts.

If you have any questions about these terms and conditions, contact the *e-toll call centre* at 0800 SANRAL (0800 726 725) or visit an *e-toll customer service outlet*.

4. Changes to these terms and conditions

We may change these terms and conditions. We will inform you about the changes at least 40 *calendar days* before changes come into effect. We may inform you of changes in a shorter period in either of these circumstances:

- a. The law says we must or we must do this to comply with the law; or
- b. It is reasonable to give fewer than 40 *calendar days*' notice because of the nature or content of the changes.

When we inform you of changes to these terms and conditions, you may end this *Agreement* with us immediately or at any time after that.

If you do wish to end this *Agreement*, you must tell us in the manner set out in 'Section H: Ending this *Agreement*'. If you end the *Agreement* after changes come into effect, the changes apply to you from the date they come into effect.

Section C: Registering with Sanral

1. Opening an *e-toll account* in your name

When you register with us, we will open an *e-toll account* in your name. You may register more than one *e-toll account*. You may link one or more *motor vehicles* to your *e-toll account*. You may not have a *motor vehicle* linked to more than one *e-toll account* at the same time.

You may remove a *motor vehicle* from your *e-toll account* at any time:

- a. by contacting us through the e-toll call centre or at an e-toll customer service outlet; or
- b. through the website.

2. Registering as an *e-tag user* or as a *VLN user*

When you link a *motor vehicle* to your *e-toll account*, you must choose whether the *motor vehicle* is recognised by the *e-toll* system using both a *VLN* and an *e-tag* or using only a *VLN*.

You will be registered with us as an *e-tag user* for that *motor vehicle* if:

- c. You decide that the *motor vehicle* will be recognised by both a *VLN* and an *e-tag*; and
- d. You meet the criteria to be a registered *e-tag user* as described in the Government Gazette notice that sets out current toll tariffs on the *GFIP-toll roads*.

You will be registered with us as a *VLN user* for that *motor vehicle* if:

- a. You decide that the *motor vehicle* will be recognised only by a *VLN*; and
- b. You meet the criteria to be a registered *VLN user* as described in the Government Gazette notice that sets out current toll tariffs on the *GFIP-toll roads*.

3. Record of your registration

After you complete your registration, we will send you a record of your registration.

This record will have details of your registration, including:

- a. Details of your *e-toll account*;
- b. Whether you are registered as an *e-tag user* or a *VLN user*;
- c. The *motor vehicles* linked to your *e-toll account*;
- d. Details of the payment options that you selected.

4. By registering, you agree to pay *e-toll*

When you register with us and you link a *motor vehicle* to your *e-toll account*, you agree to pay all *e-toll transactions* for that *motor vehicle*. This applies even if you are not the *user* when the *e-toll transactions* take place.

In the paragraph in bold in '4. By registering, you agree to pay *e-toll*' above:

- a. You accept responsibility to pay for *e-toll transactions* for a *motor vehicle* linked to your *e-toll account*; and
- b. You accept responsibility to pay for *e-toll transactions* even if you are not the *user* of the *motor vehicle* linked to your *e-toll account*.

This means that you are responsible under this *Agreement* to pay for *e-toll transactions*.

For example: Company A owns 12 motor vehicles. It employs 12 drivers to deliver goods around Gauteng. The company agrees to accept responsibility to pay for the *e-toll transactions* for those *motor vehicles*, even though the *motor vehicles* are being driven by employees.

5. We record *e-toll transactions* and phone calls electronically

We record all *e-toll transactions* electronically. This might include taking photographic images of *motor vehicles* using *e-roads*. We also record certain phone calls to the *e-toll call centre*. We may use these records for queries, complaints, disputes, enforcing these terms and conditions, collecting *e-toll*, or if the law requires us to.

We keep photographic images for at least 60 *calendar days*.

If you are not the driver of a *motor vehicle* linked to your *e-toll account* or if you are not the owner of a *motor vehicle* linked to your *e-toll account*, you promise and confirm to us that you have received the consent of the driver and the owner:

- a. For us and our *representatives* to provide you with information about the driver and the owner; and
- b. For us and our *representatives* to provide you with the records of *e-toll transactions* relating to that *motor vehicle*.

6. Keep your *PIN* secret

When you register for an *e-toll account*, we give you a *PIN*. You can change your *PIN* at any time by contacting the *e-toll call centre*, at an *e-toll customer service outlet*, or through the *website*. Do not tell anyone your *PIN*.

Keep the *PIN* secret and in a safe place. The only times you must give this *PIN* are the following:

- a. On the *website* when you log in; and
- b. When you contact the *e-toll call centre* and you are asked to enter the *PIN* on your phone.

When you use your *PIN* through the *e-toll call centre* or to log in to the *website*, we are responsible to check that any person who gives us instructions on your *e-toll account* uses the correct *PIN* and gives us the correct information that we request about your *e-toll account*. If the *PIN* is correct and the person gives us the correct information that we ask about your *e-toll account*, we are allowed to accept instructions and changes made by that person.

If you lose your *PIN* or think that somebody else knows your *PIN*, you must contact us immediately at the *e-toll call centre* or at an *e-toll customer service outlet*. After you notify us, we will change your *PIN*.

As far as the law allows, including as far as allowed by section 51 of the *Consumer Protection Act*, we and our *representatives* are not responsible for any loss or damages you suffer because:

- a. **We carry out the instructions and changes of a person that gives us the correct *PIN* for your *e-toll account* and the correct information that we request about your *e-toll account* ; or**
- b. **A person gives us the correct *PIN* for your *e-toll account* and the correct information that we request about your *e-toll account* and the person is then able to access information on your *e-toll account*.**

In the paragraph in bold in '6. Keep your *PIN* secret' above:

- a. Our responsibility to you and our risk is limited; and
- b. Our *representatives*' responsibility to you and our *representatives*' risk is limited; and
- c. You take on the responsibility and risk if you do not keep your *PIN* secret.

This also means that the rights and remedies you have against us and our *representatives* are limited. You also do not have a claim against us or our *representatives* for loss or damages you suffer if you do not keep your *PIN* secret.

An example of the type of risk you take on is that if someone finds out your *PIN*, they will be able to access information on your *e-toll account* and make changes to your *e-toll account*.

Section D: Paying your *e-toll account*

1. What you pay

1.1 Toll

The tariffs and discounts for *e-toll transactions* on *GFIP-toll roads* are contained in the Government Gazette notice that sets out current toll tariffs on the *GFIP-toll roads*. These tariffs and discounts are also available on the *website*, or can be obtained from the *e-toll customer service outlets* or by phoning the *e-toll call centre*.

The responsibility to pay for *e-toll transactions* arises when a motor vehicle passes under or through an *e-toll plaza*.

The tariffs for *e-toll transactions* on Bakwena e-roads are given on the Bakwena website (www.bakwena.co.za) and at the Bakwena *e-toll plazas*.

1.2 Other fees

There are extra fees you must pay. These include fees for the following items:

Item	Fee (including VAT)
A new <i>e-tag</i> if your <i>e-tag</i> is lost or stolen	R150
Delivery to you of an <i>e-tag</i> in Gauteng	R60
Replacing your customer identification card	R5
Replacing the <i>e-tag</i> bracket/holder for <i>motor vehicles</i>	R5
Replacing the <i>e-tag</i> bracket/arm band for motorcycles	R150
Not returning the <i>e-tag</i> bracket/arm band for motorcycles if we replace it for free or if you end this <i>Agreement</i>	R150
Not returning the <i>e-tag</i> if we replace it for free or if you end this <i>Agreement</i>	R150
Not meeting debit order obligations (a payment dishonour fee for each transaction)	R2.50
Second or later printouts of statements (first printout is free)	50c for each page
Second or later printouts of tax invoices (first printout is free)	50c for each page
Printouts of documents that are not invoices or statements	50c for each page
Fax	R3
Postage	R3.50

We show fees separately on your *e-toll account*.

1.3 We may adjust the fees

If we adjust the fees, we will notify you according to '4. Changes to these terms and conditions' in 'Section B: About this Agreement'. When we notify you of adjustments to the fees, you may end this *Agreement* with us immediately or at any time after that. If you want to end this *Agreement*, you must tell us in the manner set out in 'Section H: Ending this *Agreement*'. If you end the *Agreement* after adjustments come into effect, the adjustments apply to you from the date they come into effect.

2. How you pay

When you register, you must choose a payment method to pay your *e-toll account*. You can choose:

- a. A manual payment method; or
- b. An automatic payment method.

You may choose a different payment method for each of your *e-toll accounts*. You may change your chosen payment method by contacting us at the *e-toll call centre* or visiting an *e-toll customer service outlet*. If you want to change to another payment option, the new payment option will become effective within two *business days* after you ask us to change the payment option.

We may add more payment methods. We will inform you if we add more payment methods. For information on how we will inform you, please refer to '3. Ways we can contact you' in 'Section G: Queries, disputes and contacting each other'.

Details about manual and automatic payment are set out in '3. Manual payment' and '4. Automatic payment' below.

3. Manual payment

3.1 Six methods

You may choose to pay your *e-toll account* manually by any of the following six methods:

- a. By cash at an *e-toll customer service outlet* (there is a maximum limit of R5 000 cash that we will accept at any one time);
- b. By debit card at an *e-toll customer service outlet*;
- c. By credit card at an *e-toll customer service outlet*;
- d. By transferring money electronically from your bank account to your *e-toll account* (an EFT). To find our bank details when paying by EFT, you must select 'SANRAL-TCH' or 'Sanral Toll Road Fees' from the recipients or beneficiaries automatically listed on your internet banking website.

You must make sure that you pay into the account named 'SANRAL-TCH' or 'Sanral Toll Road Fees'. This account name will be given on the internet banking sites of all registered South African banks. The SANRAL-TCH bank details will also be shown on your statements and invoices. You can also get our bank account details on the *website*, by contacting the *e-toll call centre* or by visiting an *e-toll customer service outlet*;

- e. By credit card through the *e-toll call centre*;
- f. By credit card through the *website*.

3.2 Give us correct information

When you pay by any of the above payment methods you must make sure you give us the correct information for the *e-toll account* you are paying.

When you pay online or through the *e-toll call centre*, you must also make sure you use the correct *customer identification card number* linked to the *e-toll account* you are paying. This is because we allocate payments to your *e-toll account* based on the *customer identification card number* you use.

As far as the law allows, including as far as allowed by section 51 of the Consumer Protection Act, we and our representatives are not responsible for any loss or damages you suffer if you use the incorrect information for the e-toll account you are paying. This does not mean you are prevented from querying or disputing any *e-toll transactions*. The process to follow for queries and disputes is set out in '2. Process for queries and disputes' in 'Section G: Queries, disputes and contacting each other'.

In the sentence in bold in '3.2. Give us correct information' above:

- a. Our responsibility to you and our risk is limited; and
- b. Our *representatives'* responsibility to you and our *representatives'* risk are limited; and
- c. You take on the responsibility and risk of using the correct information for the *e-toll account* you are paying.

This also means that the rights and remedies you have against us and our *representatives* are limited. You also do not have a claim against us or our *representatives* for loss or damages you suffer if you do not use the correct information for the *e-toll account* you are paying.

An example of the type of risk you take on is that your *e-toll account* might not be paid in time or at all. Refer also to 'Section E: If you do not pay your *e-toll account*' for some consequences of not paying.

This is not a full list of the risks or of the loss or damages you could suffer.

4. Automatic payment

4.1 Give us correct bank details and tell us about changes

If you choose the automatic payment method, you must give us the correct banking or credit card details. You must also tell us if your banking details or credit card details change. You must tell us through one of the contact methods set out in '1. Ways you can contact us' in 'Section G: Queries, disputes and contacting each other'. **As far as the law allows, we and our representatives are not responsible for any loss or damages you suffer in one or more of the following circumstances:**

- a. You give us the wrong banking details or wrong credit card details;
- b. You do not tell us about any changes to your banking details or credit card details;
- c. Your credit card expires and you have not given us new credit card details before it expires.

This does not mean you are prevented from querying or disputing any *e-toll transactions*. The process to follow for queries and disputes is set out in '2. Process for queries and disputes' of 'Section G: Queries, disputes and contacting each other'.

In the paragraph in bold in '4.1. Give us correct bank details and tell us about changes' above:

- a. Our responsibility to you and our risk are limited; and
- b. Our *representatives'* responsibility to you and our *representatives'* risk are limited; and
- c. You take on the responsibility and risk of giving us the wrong banking details or the wrong credit card details; and
- d. You take on the responsibility and risk of not telling us about changes to your banking details or credit card details.

This also means that the rights and remedies you have against us and our *representatives* are limited and you do not have a claim against us or our *representatives* when:

- a. You give us the wrong banking details or wrong credit card details; or
- b. You do not tell us about any changes to your banking details or credit card details; or
- c. Your credit card expires and you have not given us new credit card details before it expires.

An example of the type of risk you take on is if we are unable to collect money from your bank account or credit card account for *e-toll transactions*. This means your *e-toll transactions* might not be paid in time or at all.

This is not a full list of the risks or of the loss or damages you could suffer.

4.2 How to pay automatically

You may choose to pay your *e-toll account* automatically:

- a. Daily by credit card; or
- b. Top up by debit order.

4.3 Daily by credit card

If you choose to pay automatically by credit card, you give us permission to charge your credit card daily by the sum of *e-toll transactions* and fees for which you are responsible each day. The payment will be processed the next *business day*.

If we are unable to collect payment from your credit card:

- a. We will stop charging your credit card;
- b. If you gave us a second payment option when you registered, we will try to collect the money by that option;
- c. If we are able to collect the money by the second option, we will continue to use that second option for future payments;
- d. To pay by credit card again, you must contact us through the *e-toll call centre* or an *e-toll customer service outlet* and give us the information we reasonably request.

4.4 Top up by debit order

If you choose to pay automatically by debit order, you give us permission to collect money from your chosen bank account (including a credit card account). In this clause, we refer to:

- a. **The 'e-toll account balance after top-up'**. This is the amount of money you choose to keep in your *e-toll account* to pay for *e-toll transactions* and fees.
- b. **The 'debit order top-up threshold'**. This is the minimum amount your *e-toll account* can go down to before we collect money from your bank account. You choose this amount.

You give us permission to collect money from your bank account whenever your *e-toll account* balance goes down to the debit order top-up threshold. We check your current *e-toll account* balance every hour. We collect the amount required to bring it back up to the *e-toll account* balance after top-up. We collect this amount on the next *business day*. The amount we collect will be the difference between your chosen *e-toll account* balance after top-up and your *e-toll account* balance when we first see that you have reached the debit order top-up threshold.

We will inform you if your *e-toll account* has reached the debit order top-up threshold. For information on how we will inform you, please refer to '3. Ways we can contact you' in 'Section G: Queries, disputes and contacting each other'.

We do not collect money from your bank account more than once a day.

For example:

Johannes has chosen an *e-toll account* balance after top-up of R250. His *e-toll account* at 8am on 10 July is at his *e-toll account* balance after top-up of R250. The debit order top-up threshold is R45. By 4pm on 10 July, his *e-toll transactions* have come to a total of R180. This means he has a balance of R70 in his *e-toll account*. We do not collect any money from him yet because he has not reached the debit order top-up threshold. On 11 July, he has *e-toll transactions* to the value of R25 and his *e-toll account* balance reaches the debit order top-up threshold of R45. We check his *e-toll account* balance and see that his *e-toll account* balance has reached the debit order top-up threshold. We will collect R205 from his bank account the next *business day* in order to bring his *e-toll account* back up to his *e-toll account* balance after top-up of R250.

There is a minimum debit order top-up threshold and a minimum *e-toll account* balance after top-up for each vehicle class. We tell you what these are when you register. You can also find them on the *website*, by contacting the *e-toll call centre* or by visiting an *e-toll customer service outlet*. You may choose a higher debit order top-up threshold and *e-toll account* balance after top-up.

Changes to the amounts:

If we change the minimum amounts of either the debit order top-up threshold or the minimum *e-toll account* balance after top-up, we will notify you according to '4. Changes to these terms and conditions' in 'Section B: About this Agreement'. When we notify you of these changes, you may end this *Agreement* with us immediately or at any time after that. You may also change your payment option. If you do wish to end this *Agreement*, you must tell us in the manner set out in 'Section H: Ending the Agreement'. If you end the *Agreement* after changes come into effect, the changes apply to you from the date they come into effect.

You may also change your chosen payment option at any time by asking the *e-toll call centre* or an *e-toll customer service outlet* to make the change. If you want to change to another payment option, the new payment option will become effective within two *business days* after you ask us to change the payment option.

If we cannot collect payment:

If we are unable to collect payment from your bank account by debit order:

- a. We will not try to collect payment again by debit order;
- b. If you gave us a second payment option when you registered, we will try to collect the money by the second option;

- c. If we are able to collect the money by the second option, we will continue to use the second option for future payments;
- d. To pay by debit order again, you must contact us through the *e-toll call centre* or an *e-toll customer service outlet* and give us the information we reasonably request.

5. New e-toll transactions and fees are settled last

All payments we receive in your *e-toll account* are used to pay for your *e-toll transactions* and fees in your *e-toll account*, from the oldest to the most recent. This means that if you do not pay enough money to settle all *e-toll transactions* and fees that are unpaid in your *e-toll account*:

- a. The oldest *e-toll transactions* and fees in your *e-toll account* are settled first; and
- b. The remaining *e-toll transactions* and fees in your *e-toll account* are settled in the order in which they were incurred.

6. Managing your e-toll account

6.1 You must manage your e-toll account

- a. If you pay by a manual payment method, you must make sure you have enough money in your *e-toll account* to pay for *e-toll transactions* and fees.
- b. If you pay daily by credit card, you must make sure you have enough credit in your credit card account to pay for *e-toll transactions* and fees.
- c. If you pay by debit order, you must make sure there is enough money or credit in your bank account or credit card account for us to collect payments for *e-toll transactions* and fees.

Your payment method will only be acceptable to us for the period that:

- a. You comply with your obligations in this section, '6.1. You must manage your *e-toll account*'; and
- b. We are able to collect your payment, when it is due, by the manual payment method or the automatic payment method.

You will therefore meet the criteria to continue to be treated either as a registered *e-tag user* or a registered *VLN user* (whichever applies). The criteria for the types of *users* are described in the Government Gazette notice that sets out current toll tariffs on the *GFIP-toll roads*. Please refer to '1. What you pay' in 'Section D: Paying your *e-toll account*' for where to find out more about tariffs.

Your payment method will not be acceptable to us for the period that:

- a. You do not comply with your obligations in this section, '6.1. You must manage your *e-toll account*'; or
- b. We are not able to collect your payment, when it is due, by the manual payment method or the automatic payment method.

During the period that your payment method is not acceptable to us, all *e-toll transactions* that apply to your *e-toll account* will be charged at the *alternate user* tariff. The *alternate user* tariff is higher than a registered *e-tag user* tariff. You must pay within the *grace period* to receive any discounts that might apply.

The criteria for the types of *users* are described in the Government Gazette notice that sets out current toll tariffs on the *GFIP-toll roads*. Please refer to '1. What you pay' in 'Section D: Paying your *e-toll account*' for where to find out more about tariffs.

As far as the law allows, including as far as allowed by section 51 of the Consumer Protection Act, we and our representatives are not responsible for any loss or damages you suffer because you do not have enough money or credit in your *e-toll account*, bank account or credit card account (whichever account applies).

In the paragraph in bold in '6.1. You must manage your *e-toll account*' above:

- a. Our responsibility to you and our risk are limited; and
- b. Our *representatives'* responsibility to you and our *representatives'* risk are limited; and
- c. You take on the responsibility and risk of making sure that there is enough money or credit in your *e-toll account*, bank account or credit card account (whichever account applies).

This also means that the rights and remedies you have against us and our *representatives* are limited. You also do not have a claim against us or our *representatives* for loss or damages you suffer when you do not have enough money or credit in your *e-toll account*, bank account or credit card account (whichever account applies).

'Section E: If you do not pay your *e-toll account*' below sets out some of the consequences that you take responsibility and risk for.

6.2 Delays

There might be a delay between the time that you pay for your *e-toll transactions* and fees and the time that we receive your payment. There might also be a delay in us finding out that a payment was not made (for example, if there was not enough money in your bank account when we tried to collect payment). It might take up to five *business days* for us to receive correct information about payments. After we receive the correct information, we will adjust your *e-toll account*.

If you are a registered *e-tag user*, we will inform you when you can use your *e-tag* on *e-roads* that are not *GFIP-toll roads* or *Bakwena e-roads*. There might be a delay of up to five *business days* for us to receive details of the *e-toll transactions* for your use of these other *e-roads*. When we receive the information, we will add the *e-toll transactions* to your *e-toll account*.

6.3 Grace period

There is a *grace period* of seven *calendar days*:

- a. From the date and time of the *e-toll transaction* to pay for the *e-toll transaction*; and
- b. From the date that the fees are charged to your *e-toll account* for you to pay for the fees charged to your *e-toll account*.

It is your responsibility to make sure we receive your payment before the end of the *grace period*.

If we do not receive your payment before the end of the *grace period*, the *e-toll transaction* and fees that have not been paid will be referred to the *Violations Processing Centre (VPC)*. Please refer to '2. How to pay the overdue amounts' in 'Section E: If you do not pay your *e-toll account*' to find out how you can pay for amounts that are referred to the *Violations Processing Centre (VPC)*.

We may lengthen the *grace period* to a period longer than seven *calendar days*. If we do this, we will inform you according to '4. Changes to these terms and conditions' in 'Section B: About this Agreement'. Because this change will be to your advantage, we may give you less than 40 *calendar days'* notice (but not less than seven day's notice).

When we notify you of this change, you may end this *Agreement* with us immediately or at any time after that. You may also change your payment option. If you want to end this *Agreement*, you must tell us in the manner set out in 'Section H: Ending the Agreement'. If you end the *Agreement* after changes come into effect, the changes apply to you from the date they come into effect.

7. Statements and tax invoices

Every 15 days we prepare invoices and statements.

The invoices and statements are provided on the *website* for you to download.

When you register, you must also choose whether to receive invoices and statements by email or by post. We will email or post invoices and statements to you according to your choice. We may charge you a fee for postage. See '1.2. Other fees' in 'Section D: Paying your *e-toll account*' for the postage fee.

Even if you choose email or post when you register, you may at any time also:

- a. Ask us to email a statement or tax invoice to you;
- b. Ask us to give you a printed copy of a statement or tax invoice at an *e-toll customer service outlet*;
- c. Ask us to fax or post a statement or tax invoice to you.

You do not have to pay for the first print-out of the statement and tax invoice you receive. For extra print-outs, we may charge you a fee. See '1.2. Other fees' in 'Section D: Paying your *e-toll account*' for the printing fee.

If you ask us to post or fax the statement or tax invoice to you, we carry the cost of the first print-out of each statement and each tax invoice we post or fax. However, we may charge you a fee for postage or faxing, as relevant. See '1.2. Other fees' in 'Section D: Paying your *e-toll account*' for the fees.

If you want to query or dispute amounts that we collect from your bank or that we charge to your credit card, or if you want to query or dispute any statement or tax invoice, see 'Section G: Queries, disputes and contacting each other'.

Your responsibility to pay for an *e-toll transaction* and fee starts from the date and time that the *e-toll transaction* occurred or that the fee was charged to your *e-toll account*. You must not wait for invoices and statements before paying. You will be able to get details at any time, of the *e-toll transactions* and fees which you have not paid, by accessing your *e-toll account* on the *website* or by contacting the *e-toll call centre*.

You do not receive a statement, tax invoice or receipt at the time when you pass under an *e-toll plaza*. You also do not receive a statement, tax invoice or receipt at the time when you use an *e-tag* to pass through or under an *e-toll plaza* on roads that are not *GFIP-toll roads*.

8. Stolen motor vehicles

If a *motor vehicle* that is linked to your *e-toll account* is stolen, you must report this to us as soon as reasonably possible after you find out about it. You must give us the proof we reasonably ask for.

We will not charge you for *e-toll transactions* related to the stolen *motor vehicle* if they happen after the vehicle was stolen as long as the following two conditions are met:

- a. You report to us that the *motor vehicle* was stolen as soon as is reasonably possible; and
- b. You give us the proof we reasonably ask for as soon as is reasonably possible (for example, a police case number).

If you do not meet the two conditions set out above, we will still not charge you for *e-toll transactions* related to that *motor vehicle* as long as the *e-toll transactions* happen after the time that you report to us that the *motor vehicle* was stolen.

Section E: If you do not pay your *e-toll account*

1. When there is not enough money or credit in your *e-toll account*

1.1 We send you warnings

If your *e-toll account* has a low or negative balance, we send you a warning. For information on how we will send the warning to you, please refer to '3. Ways we can contact you' in 'Section G: Queries, disputes and contacting each other'.

If you have an *e-tag* and your *e-toll account* has a low or negative balance, the *e-tag* will beep twice when the *motor vehicle* passes under an *e-toll plaza*. This is another warning that your *e-toll account* has a low or negative balance.

We will also send you a warning if your *e-toll account* might get suspended. For information on how we will send the warning to you, please refer to '3. Ways we can contact you' in 'Section G: Queries, disputes and contacting each other'.

1.2 Your *e-toll account* might be suspended

If there is not enough money or credit in your *e-toll account*, your *e-toll account* might be suspended. We will inform you if your account is suspended. For information on how we will inform you, please refer to '3. Ways we can contact you' in 'Section G: Queries, disputes and contacting each other'.

If your *e-toll account* is suspended:

- a. You will not be prevented from using the *GFIP-toll roads*. However, some *e-roads* that are not *GFIP-toll roads* (for example, Bakwena) have booms at the *e-toll plazas*. These *e-toll plazas* might have lanes for drivers using an *e-tag*. If there is not enough money or credit in the *e-toll account*, the driver will not be able to use the *e-tag* and must pay by one of the other payment methods accepted at the *e-toll plaza* (for example, by cash).
- b. We will no longer collect money from your bank account or charge your credit card. This means that you will have to use the manual payment method to pay for *e-toll transactions* and fees in your *e-toll account* that are still within the *grace period*. You must pay in one of the ways set out in '3.1 Six methods' in 'Section D: Paying your *e-toll account*'.
- c. You will see your *e-toll account* balance only when you access your *e-toll account* on the *website*. The amount displayed will be the amount you must pay if you want to pay all your *e-toll transactions* and fees on that day. You may ask for a detailed statement on the *website* or at an *e-toll customer service outlet*. The fees referred to in '1.2. Other fees' in 'Section D: Paying your *e-toll account*' might apply.
- d. For the period that your *e-toll account* is suspended, your chosen payment method will not be acceptable to us. Therefore, you will not meet the criteria to

be treated as either a registered *e-tag user* or registered *VLN user* (whichever applies).

This means that for the period that the account is suspended all *e-toll transactions* that apply to your *e-toll account* will be charged at the *alternate user* tariff. The *alternate user* tariff is higher than a registered *e-tag user* tariff. You must pay within the *grace period* to receive any discounts that might apply.

The criteria for the types of *users* are described in the Government Gazette notice that sets out current toll tariffs on the *GFIP-toll roads*. Please refer to '1. What to pay' in 'Section D: Paying your e-toll account' for where to find out more about tariffs.

- e. After you pay enough money into your *e-toll account* to settle unpaid *e-toll transactions* and fees that are in your *e-toll account*, and to restore a credit balance to your *e-toll account*, the *e-toll account* will no longer be suspended. If your *e-toll account* is no longer suspended, we will then continue to treat it the way we did before it got suspended.

1.3 The Violations Processing Centre (VPC)

If you do not pay for *e-toll transactions* and fees before the end of the *grace period*, the *e-toll transactions* and fees are handed over to the *Violations Processing Centre (VPC)*. This is a separate division in *Sanral* that deals with collecting *overdue amounts*.

We will inform you when we hand over your *e-toll transactions* and fees to the *Violations Processing Centre (VPC)*. For information on how we will inform you, please refer to '3. Ways we can contact you' in 'Section G: Queries, disputes and contacting each other'.

Your *e-toll account* no longer shows the amounts handed over to the *Violations Processing Centre (VPC)*. You may ask about your *overdue amounts* at any time by contacting us in the way set out in '1. Ways you can contact us' in 'Section G: Queries, disputes and contacting each other'. You can use the *website* to find information about your *overdue amounts* by accessing your *e-toll account* and then clicking on the section called 'VPC'.

1.4 VPC account is opened and we send an invoice

The *Violations Processing Centre (VPC)* identifies the owner of each *motor vehicle* that was used for the *e-toll transactions* that are overdue. We open a separate *VPC Account* for each owner.

A *VPC account* is also opened in your name if there are outstanding fees or if you are the owner of a *motor vehicle* that was used for *e-toll transactions* that are overdue.

Within 14 *calendar days* after amounts are handed over to the *Violations Processing Centre (VPC)*, we send an invoice to each owner for the *overdue amounts*. We will send you copies of the invoices that we send to the owners. Even though we send an

invoice to the owners of the vehicles, the responsibility to pay for the *overdue amounts* in terms of this *Agreement* remains yours.

The responsibility to pay *overdue amounts* continues at all times even if you or the owner has not yet received an invoice.

2. How to pay the overdue amounts

2.1 Six methods of paying into a VPC account

To pay *overdue amounts*, you must pay into the relevant *VPC account*. You can do this by paying manually by any of the following six methods:

- a. By cash at an *e-toll customer service outlet* (there is a maximum limit of R5 000 cash that we will accept at any one time);
- b. By debit card at an *e-toll customer service outlet*;
- c. By credit card at an *e-toll customer service outlet*;
- d. By transferring money electronically from your bank account to your *e-toll account* (an EFT). To find our bank details when paying by EFT, you must select 'SANRAL-VPC' or 'Sanral-Violation Fees' from the recipients or beneficiaries automatically listed on your internet banking website.
You must make sure that you pay into the account named 'SANRAL-VPC' or 'Sanral-violation Fees'. This account name will be given on the internet banking sites of all registered South African banks. You can also get the VPC bank account details on the VPC invoice, the *website*, by contacting the *e-toll call centre* or by visiting an *e-toll customer service outlet*.
- e. By credit card through the *e-toll call centre*;
- f. By credit card through the *website*.

When you pay into a *VPC account*, you must use the *VPC account* number shown on the invoice as the reference number.

There might be a delay between the time you pay your *overdue amounts* and the time we receive your payment. There might also be a delay in us finding out that a payment was not made (for example, that there was not enough money in your bank account when we tried to collect payment).

It might take up to five *business days* for us to receive correct information about payments. After we receive the correct information, we will adjust your *VPC account*.

2.2 Payments into your e-toll account do not settle your VPC account

If you pay manually into your *e-toll account* but not into your *VPC account*, you will receive a credit in your *e-toll account*. However, you will not have paid for your overdue *e-toll* amounts in the *VPC account*.

Section F: About e-tags

This section applies to *e-tags* only. Refer to '4. South African law applies to these terms and conditions' in 'Section I: General provisions', which always applies to this section. This section, 'Section F: About e-tags' also applies only as far as is allowed by section 51 of the *Consumer Protection Act*.

1. Fit the *e-tag* according to our instructions

The *e-tag* must be used according to the instructions we provide.

2. One *e-tag* for each motor vehicle

When you register as an *e-tag user*, we match the *e-tag* to a specific *motor vehicle VLN*. Each *e-tag* is intended for one *motor vehicle* only. The *e-tag* must not be moved from one *motor vehicle* to another except if the *motor vehicle* is sold. If the *motor vehicle* is sold, you must tell us before the *e-tag is moved*. You must tell us by contacting the *e-toll call centre* or visiting an *e-toll customer service outlet*. If you do not tell us, you will continue to pay for *e-toll transactions* for the vehicle after it is sold and until the date that you tell us it was sold.

To link an *e-tag* to a different *motor vehicle* from the one you linked it to when you registered, you must contact the *e-toll call centre* or visit an *e-toll customer service outlet*. If you do not, you might lose discounts for *e-toll transactions*.

We will inform you if your *e-tag* appears to us to be in a *motor vehicle* different to the one matched to the *e-tag*. For information on how we will inform you, please refer to '3. Ways we can contact you' in 'Section G: Queries, disputes and contacting each other'.

3. Lost, stolen or faulty *e-tags*

We remain the owner of the *e-tag* at all times. **When you (or the user of the motor vehicle linked to your *e-toll account*) get the *e-tag* linked to your *e-toll account*, the risk and responsibility of lost, stolen and faulty *e-tags* passes to you. Even though this risk and responsibility passes to you, we will replace, for free, any *e-tag* that is faulty. However, you will have to pay for a replacement *e-tag* if:**

- a. The instructions for fitting the *e-tag* have not been followed; or
- b. The *e-tag* is faulty and the fault was not caused by us or the manufacturer, importer, distributor or retailer of the *e-tag*.

If you lose an *e-tag*, or if a *motor vehicle* that is fitted with an *e-tag* is lost or stolen, you must report this to us as soon as reasonably possible after you find out about it. You must give us the proof we reasonably ask for.

We will not charge you for *e-toll transactions* related to that *e-tag* which happen after it was lost or stolen as long as the following two conditions are met:

- a. You report to us that the *e-tag* is lost or stolen as soon as is reasonably possible; and
- b. You give us the proof we reasonably ask for as soon as is reasonably possible (for example, a police case number if the *e-tag* is stolen).

If you do not meet the two conditions set out above, we will still not charge you for *e-toll transactions* related to that *e-tag* as long as the *e-toll transactions* happen after the time that you report to us that the *e-tag* was lost or stolen.

We will charge you to replace the *e-tag* if it is lost or stolen.

4. Limits to our responsibility arising from *e-tags*

As far as the law allows, including as far as is allowed by section 51 of the *Consumer Protection Act*, we and our *representatives* are not responsible for any loss or damages you suffer because of lost, stolen or faulty *e-tags*. This does not limit our responsibility to replace, for free, any *e-tag* that is faulty where the fault was caused by us or the manufacturer, importer, distributor or retailer of the *e-tag*.

In '3. Lost, stolen or faulty e-tags' and '4. Limits to our responsibility arising from e-tags' above:

- a. Our responsibility to you and our risk are limited; and
- b. Our *representatives'* responsibility to you and our *representatives'* risk are limited; and
- c. You take on the responsibility and risk of a lost or stolen *e-tag*; and
- d. You take on the responsibility and risk if the *e-tag* was not fitted according to our instructions or if the *e-tag* is faulty and the fault was not caused by us or the manufacturer, importer, distributor or retailer of the *e-tag*.

An example of the type of risk you take on is that we might not be able to recognise the *e-tag* when you pass under an *e-toll plaza* so you might be responsible for a higher toll tariff.

These are not the only risks or responsibilities.

This also means the rights and remedies you have against us are limited. You also do not have a claim against us for loss or damages:

- a. If you suffer loss or damages because of the use of an *e-tag*; or
- b. If the *e-tag* is lost, stolen or faulty (depending on the cause of the fault); or
- c. If the *e-tag* is abused or is faulty because it was not used according to our instructions.

5. Using your *e-tag* on other *e-roads*

You might be able to use your *e-toll account* to pay toll fees on *e-roads* other than the *GFIP-toll roads*. When this happens, it will apply to *e-roads* with *e-toll plazas* where we allow *e-tags* to record *e-toll transactions*. However, the five categories of *users* referred to in the Government Gazette that sets out toll tariffs on the *GFIP-toll roads*, apply to the *GFIP-toll roads* only. There might be different categories of *users* on other *e-roads*. You must check the *website* or contact the *e-toll call centre* to find out about the categories of *users* on other *e-roads*.

Section G: Queries, disputes and contacting each other

1. Ways you can contact us

For any queries or disputes, you can contact us in any one or more of the following ways:

- a. Visit the *website* at www.sanral.co.za.
- b. Email us at info@sa-etoll.co.za.
- c. Phone the *e-toll call centre* on 0800 SANRAL (0800 726 725).
- d. Visit an *e-toll customer service outlet* (their locations can be found on the *website*, in the Government Gazette notice that sets out the conditions for toll, or by phoning the *e-toll call centre*).
- e. Fax us on 0800 SANRAL (0800 726 725)
- f. Write to us at:
SANRAL
Private Bag X113
Centurion
0046

These ways to contact us are in addition to, and do not limit, any other rights and remedies that you have to deal with queries or disputes.

2. Process for queries and disputes

When we receive a query or dispute from you, we give you a reference number within 24 hours. You must use this reference number when contacting us to get updates on our response to your query or dispute.

To give you the reference number, we use the same channel (for example, telephone or email) that you contacted us on, or we will contact you through your preferred contact method. For information on how we contact you, please refer to '3. Ways we can contact you' in this section, 'Section G: Queries, disputes and contacting each other'.

After we have received your query or dispute, we will investigate it. If your query or dispute is about *e-toll transactions* or fees, we will let you know the outcome not later than five *business days* after we received your query or dispute. We will try to let you know the outcome sooner than this. If the outcome of the query or dispute shows that we made a mistake in charging you, we will correct the mistake by crediting your *e-toll account*.

For all other queries and disputes, we will let you know the outcome no later than 14 *business days* after we receive your query or dispute. We will try to let you know the outcome sooner than this.

3. Ways we can contact you

3.1 Through contact details you have given us

When you registered, you chose a preferred contact method, for example, phone, SMS, email or letter. (We also refer to the preferred contact method as 'Preferred means of notification'.)

If we need to contact you, we will use your preferred contact method.

Remember that if you chose Letter as your preferred contact method, you might not receive warnings, reminders or other information in time. This is because posting takes longer than the other contact methods.

There are various times in this *Agreement* where we say we will contact you, tell you, notify you, inform you or send you a warning. Except where this *Agreement* says differently, we will not charge a fee for doing this.

3.2 We may ask others for your contact details

If we cannot contact you at the contact details you gave to us, then you give permission to us and our *representatives* to request and get your contact details from other companies. We only request contact details where it is allowed by law.

Contact details are limited only to these four items:

- a. Telephone numbers, including cell phone numbers and landline numbers;
- b. Physical and postal addresses;
- c. Fax numbers;
- d. Email addresses.

We and our *representatives* use the contact details only for purposes of confirming the contact details you gave to us and to contact you about matters related to this *Agreement*. We and our *representatives* will not use the contact details for any other purpose. We and our *representatives* will not share your contact details with any other person or entity for marketing.

For example:

An example of when we may need to get your contact details is if we need to warn you that your *e-toll account* might be suspended or is running low, but you have not given us your current contact details. Another example is if we need to contact you about amounts that you have not paid.

4. Addresses for serving notices and legal processes

4.1 Address where you agree to be served notices and legal processes

You agree to accept any notice and legal processes under this *Agreement* at the physical address you gave to us when you registered. (This address is known in law as your *domicilium citandi et executandi*.) The notices and processes include invoices, letters of demand, and other legal notices. A legal process includes the ways we can obtain or enforce a court judgment, for example, a summons.

If you want to change the physical address where you agree to accept notices and legal processes, then you must tell us the new physical address by any one of the contact methods set out in '1. Ways you can contact us' in this section, 'Section G: Queries, disputes and contacting each other'.

If you change your physical address but do not send us this notice, the law allows us to send notices to you and serve legal processes at the most recent physical address that you properly notified us about.

If we send a notice to you by registered post at your address, we will be allowed to treat it as if you have received it 10 *calendar days* after we posted it. This means we do not have to prove that you did receive it after 10 *calendar days*.

4.2 Address where we agree to be served notices and legal processes

We choose the following address as the address where we agree to be served notices and legal processes:

36 Assegaai Wood Street
Rooihuiskraal Ext. 39
Centurion
0157

Section H: Ending the *Agreement*

1. You may end this *Agreement* at any time

You may end this *Agreement* at any time by contacting us using one of the contact methods set out in '1. Ways you can contact us' of this section, 'Section G: Queries, disputes and contacting each other'. This is called 'giving notice to end the *Agreement*'. In this notice, you must tell us the date that you want this *Agreement* to

end. The date you choose must not be a date in the past. The *Agreement* will end at 23h 59m on the day that you choose.

When the *Agreement* ends, you will no longer be registered with us and you will be categorised as an *alternate user* if you use the *GFIP-toll roads*. It is important to note that, even after this *Agreement* ends, you might still qualify for the lower VLN tariff for the *GFIP-toll roads* if you pay for *e-toll transactions* within the *grace period*.

2. You are responsible for certain amounts

We will stop collecting money from your bank account or charging your credit card for *e-toll transactions* that take place after you end this *Agreement*. However, you remain responsible for all *e-toll transactions* and other fees that you incur before the *Agreement* ends. This also includes fees for the *e-tag* and the *e-tag* bracket/holder (or arm band, in the case of motor cycles) if you do not return these at the end of this *Agreement*.

Any duty you might have under the law to pay for *e-toll transactions* continues.

3. We refund any credit

If you have any credit in your *e-toll account* after we have received payment for *e-toll transactions* and fees, we will refund you that credit amount after you end this *Agreement*. We will not take longer than 60 *calendar days* to refund you.

If you have chosen an automatic method of paying, we will refund your bank account or credit card account, as relevant.

If you have chosen a manual method of paying, you must give us your bank account details so that we can pay the refund to you. We will use your bank account details for the refund only.

4. Some provisions of this *Agreement* survive after it ends

The following clauses, sections, rights and duties survive even though the *Agreement* has ended:

- Your duty to pay for *e-toll transactions* and fees, including *overdue amounts*, that were incurred before the *Agreement* ended, or where you are the *user* of a *motor vehicle*;
- Your rights to raise disputes or queries;
- All clauses limiting our responsibility and our *representatives'* responsibility for loss and damages you may suffer; and
- This section, 'Section H: Ending the *Agreement*' and 'Section A: Definitions and interpretation', 'Section B: About this *Agreement*', 'Section F: About e-tags', 'Section G: Queries, disputes and contacting each other' and 'Section I: General provisions'.

Section I: General provisions

1. Limits of responsibility

As far as the law allows, including as far as allowed by section 51 of the *Consumer Protection Act*, we and our *representatives* are not responsible for any indirect loss or indirect damages that you suffer because we or our *representatives* do not comply with this *Agreement*.

Indirect loss is a loss that is an indirect result of not complying with the *Agreement*. Indirect damages are damages that are a result of indirect loss.

For example:

We collect R50 from John's *e-toll account* rather than the R20 that we should have collected. The R30 would be a direct loss and we are responsible for giving John the R30. However, we are not responsible for any loss or damage that results indirectly from John not having the R30.

In the paragraph in bold in '1. Limits of responsibility' above:

- a. Our responsibility to you and our risk are limited; and
- b. Our *representatives'* responsibility to you and our *representatives'* risk are limited; and
- c. You take on the responsibility and risk of your indirect loss or indirect damages if we do not comply with this *Agreement*.

This also means the rights and remedies you have against us and our *representatives* are limited. You also do not have a claim against us or our *representatives* for indirect loss and indirect damages if we do not comply with this *Agreement*.

2. Neither you nor we give up rights contained in this *Agreement*

If you do not enforce or exercise your rights or remedies in this *Agreement*, this does not mean that you have given up these rights or remedies. You may still enforce the rights and exercise the remedies in this *Agreement* at any time.

If we do not enforce or exercise our rights or remedies in this *Agreement*, this does not mean that we have given up these rights or remedies. We may still enforce the rights and exercise the remedies in this *Agreement* at any time.

3. Each provision is separate

Each provision of these terms and conditions is separate. Any parts of a provision are also separate. If any provision or part of a provision is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in these

terms and conditions. This does not make the rest of the terms and conditions illegal, invalid or unenforceable.

4. South African law applies to these terms and conditions

These terms and conditions are governed by and must be interpreted under the laws of the Republic of South Africa. This applies even if you do not live in the Republic of South Africa or if you agreed to these terms and conditions outside the Republic of South Africa, or both.

5. Terms and conditions to be interpreted to comply with the law

These terms and conditions limit or exclude our and our *representatives'* responsibility and risks only to the extent that the law allows this. We do not exclude responsibility to you for loss or damages caused directly or indirectly by our gross negligence or the gross negligence of our *representatives* or any person acting for us, where the law does not allow this. Gross negligence is the serious lack of care in performing a legal duty to you.

These terms and conditions require you to take on the risks and responsibility for loss or damages only as far as the law allows us to pass this risk and responsibility on to you.

These terms and conditions limit or exclude promises, guarantees or duties we and our *representatives* have to you in law only to the extent that the law allows us (or our *representatives*, as applicable) to limit or exclude them. This applies even if the promises, guarantees and duties are not given in these terms and conditions.

These terms and conditions limit or exclude rights and remedies you have against us or our *representatives* in law only to the extent that the law allows us (or our *representatives*, as applicable) to limit or exclude them. This applies even if the rights and remedies are not included in these terms and conditions.

We do not intend to break any laws in these terms and conditions or in making the *e-roads* available to *users*. These terms and conditions must be interpreted so that they do not break the law. The laws we refer to include the *Consumer Protection Act* and the Electronic Communications and Transactions Act (No. 25 of 2002), which give rights and duties to you, the *users* and to us.



The Electronic Toll Equipment and e-tags have been approved by the Independent Communications Authority of South Africa (ICASA) under Type Approval numbers TA-2008/27 and TA-2011/571. e-tags are available at SANRAL appointed outlets / stockists only.



Operated by

