

ETC Customer Service Agreement
Between
The Road Development Authority (RDA)
and

.....

This ETC Customer Service Agreement is made and entered into on this day of 201..... at Peliyagoda in the Democratic Socialist Republic of Sri Lanka

BY AND BETWEEN

The Road Development Authority an authority incorporated under the Road Development Authority Act No 73 of 1981 as amended by Act No 37 of 2009 having its principle office at "Sethsiripaya", Battaramulla, Sri Lanka (herein after called and referred to as the RDA) and which term or expression shall mean and include the said RDA or its successors and permitted Assigns of the Fist Part.

AND

..... of bearing National ID No. (herein after called and referred to as the Customer) and which term or expression shall include the said Customer of the Second Part.

The bearing PV No a Company duly incorporated in terms of Companies Act No. 07 of 2007 and having its Head Office at of Sri Lanka (hereinafter referred to as the Customer and which term or expression shall where the context so admits or required mean and include the said Customer or , its successors and permitted Assignees on Second PART.

WITNESSETH

AND WHEREAS, the Party of the First Part has decided to collect the user fee in the Colombo Katunayake Expressway.

AND WHERE AS The party of the Second part has agreed to pay the user fee by using electronic Toll collection system in Colombo Katunayake Expressway.

NOW THIS INDENTURE FURTHER WITNESSETH the Party of the First Part and the Party of the Second Part has agreed to enter into an Electronic Toll Collection Customer Service Agreement and covenants set forth herein the party of the first part and the party of the second part agrees as follows.

1. Definitions

- **"E-tag"** is the electronic device that is permanently installed in the windshield of the vehicle for the purpose of debiting the user fee to the account of the registered vehicle without their stopping when the vehicle passes through an ETC Toll Booth.
- **"ETC Account"** is a dedicated account linked to an E-tag and the customer must **topup** this account for the purposes of payment of user fees on the expressway.
- **"ETC System"** is the Electronic Toll Collection System comprising all roadside equipment and main computer systems used in the process of attaining user fees from a vehicle fitted with a valid e-tag.
- **"topup"** is the act of adding credit to a ETC Account.
- **"Working Day(s)"** means the time from Monday to Friday, excluding Saturday, Sunday and any other mercantile holidays in Sri Lanka;
- **"RDA"** means Road Development Authority of Sri Lanka, their successors and permitted assigns;
- **"Bank"** means the institution designated by RDA that will be interfaced with the ETC system for the facilitation of payment and collection of user fee.

2. Customer's Rights and Obligations

- Customer agrees to use ETC in accordance with The National Thoroughfares Act, No.40 of 2008
- Customer agrees to be aware of the customer's balance at all times, ensure the customer's account has sufficient balance to make the required user fee payments.
- Customer agrees to not attempt to use the ETC lane if the customer has insufficient balance on the customer's ETC account.
- Customer agrees to obey the regulatory 15kmph signs when approaching the ETC lane.

Customer agrees to keep the customer's distance from the car in front to a minimum of 20m to enable you to be detected. The ETC transaction area is 22.5m from the ETC gate which is highlighted on the road surface with blue paint. If there is a vehicle stuck in the blue area because the barrier has not opened it is the customer's responsibility not to enter the blue zone.

- If the vehicle in front is stopped at the barrier it is the customer's obligation not to enter the blue painted road surface zone as this could activate the gate for the vehicle in front and then not allow customer through.
- Customer agrees to drive lawfully on RDA expressways.
- Customer agrees to keep the customer's details up-to-date (e.g. means of contact and linked vehicle plate details).

- Customer agrees to pay all outstanding tolls, fees and charges when the customer's ETC Account is closed.
- Customer agrees to use the E-tag in accordance with instructions herein.
- Customer agrees to look after the E-tag and return it on RDA's request.

3. RDA's rights and obligations

- RDA shall charge user fee, tolls and charges to the customer's ETC Account when an E-tag is detected on RDA expressway.
- RDA shall take action if the customer does not meet the customer's obligations under this Agreement (which may include closing the customer's ETC Account or any other account registered under customer's name)
- RDA shall record and use personal information given by the customer for RDA for the purposes of establishing and maintaining an ETC account and so that the RDA can correctly process the customer's toll charges.
- RDA shall treat the customer's personal information in accordance with national privacy laws in Sri Lanka.

4. ETC account information

The parties agree that the information provided on the Customer ETC Applications Form must be true and accurate. Any false information may lead to the customer's ETC Account being suspended and **possible criminal prosecution**.

The parties agree that if the ETC account is for a business, the customer acknowledges that an authorised person must accept or sign these terms and conditions on behalf of the business.

The customer agrees to take the vehicle to the Customer Service Centre when the customer submits the Customer ETC Application Form so that it can be fitted with an E-tag.

The customer agrees that the customer ETC Account starts when customer's application is accepted at the Customer Service Centre. The customer agrees that this Agreement will apply to the customer on and from the date of the customer's ETC Account starts.

5. Change of vehicle user

The customer agrees to ensure that all the details on the customer's ETC Account are correct at all times. In particular, customer must ensure that the details of the vehicle on the customer's ETC Account are correct. If the details for customer's vehicle are incorrect, then the customer is responsible for updating those details by asking RDA to correct those details by visiting RDA's Customer Service Centre with the vehicle. Customer shall remain responsible for all expressway user fees and charges incurred by that E-tag, until the customer requests that the customer's ETC account for that vehicle to be removed.

The customer agrees that if the customer sells or transfers a vehicle, that the customer must take this vehicle to the Customer Service Centre to have the E-tag removed and ETC Account closed.

6. Confirming Customer's identity

The customer agrees to keep a safe record of the customer's ETC Account number and password. It is agreed by both parties that if the customer telephones the Customer Service Centre about the customer's ETC Account RDA will confirm the customer's identity by asking the customer some questions. If the customer visits RDA Customer Service Centre

RDA may ask the customer to provide photo identification to confirm the customer's identity.

The customer agrees that it is the customer's responsibility to notify the Customer Service Centre in person if the customer's details are lost or stolen so that they may be changed

7. Statements

The customer agrees that the customer may obtain a printed statement at RDA's Customer Service Centre for the previous month. The customer's statement will show all tolls, fees and charges during the statement period. RDA will charge the customer a fee for each statement RDA provides at the customer's request.

8. Account Balance

The customer agrees that the customer can view the customer's ETC Account balance when the customer drives through the toll point on the electronic display. The customer can also ask for the customer's balance by calling Toll free No. 1969 or visiting RDA Customer Service Centre.

9. Topping up your ETC Account

The customer agrees that the customer must keep the customer's ETC Account balance positive at all times. The customer can top up the customer's ETC Account using one of these payment options.

10. Topping up using Direct Debit transfer from Bank Account

The customer agrees that the customer can choose a Direct Debit transfer payment option whereby money is automatically transferred from the customer's Bank account to the customer's ETC Account if the Bank has that facility. In accepting this payment option the customer agrees to the terms set out in this Agreement and the Bank direct debit payment terms and conditions.

11. Insufficient balance

If the direct debit is unsuccessful due to insufficient funds in the customer's linked Bank account or the customer has not added credit to the customer's ETC Account by other means, then:

- ETC barrier will not open and the customer will be required to reverse backwards if safe to do so and divert into the adjacent manual cash payment lane.
- If the customer has a direct debit arrangement the customer may put money into the customer's linked Bank account.
- The customer may top-up the ETC Account using an alternative payment option by either paying cash at a Bank branch or money transfer using Bank mobile phone banking or Bank internet banking.
- The customer may submit to the Customer Service Centre or Bank a new direct debit application form.
- Bank's terms and conditions shall apply as well as any penalties therein regarding dishonoring direct debits.
- RDA will be entitled to charge a dishonor fee to any of the customer's ETC Accounts.
- The customer will not be granted entry through any ETC lane at a Toll Plaza on the expressway if the ETC Account has insufficient balance to pay the user fee amount for the shortest journey on the expressway.

- If the customer wishes to use the Expressway without having sufficient balance to pay for the user fee the customer must use the manual cash payment turnstiles.
- The customer will be required to pay the maximum user fee if the customer does not have a manual entry ticket or entry MTC card when exiting the expressway via the manual cash payment turnstile.
- The customer will be able to enter the expressway via the ETC lane if the customer has sufficient balance for the shortest journey. It is the customer's responsibility to check and ensure the balance is sufficient for the customer's proposed journey.

12. Minimum Balance Threshold

The customer agrees that the customer's ETC Account will have a Minimum Balance Threshold (MBT) level set. When the customer's balance drops to or below this level then:

- "TOP-UP NOW" will be displayed on the electronic display at the exit ETC lane and if available, at entry lanes.
- If the customer has a Direct Debit transfer agreement the customer's ETC Account will be automatically topped up by a fixed sum transferred from the customer's linked Bank account. If the customer subscribes to SMS (mobile phone text messages) the customer will receive a TOP-UP notification.
- It is the customer's responsibility to request a higher MBT and/or top-up amount if the customer is a heavy user of the expressway (bus, coaches, courier vehicles, taxis, etc.) to avoid risking having insufficient balance.
- If the customer subscribes to SMS but does not have a Direct Debit transfer arrangement the customer will be notified by text message that the customer's ETC Account balance is low.

13. ETC System Unavailable

It is agreed by both parties that if the ETC System not be operational, the variable message signs on the expressway will be used to advise all motorists to use manual user fee collection (MTC) lanes. RDA shall not be liable for losses or delays incurred by the ETC Account holder having to use the manual cash payment lanes.

14. E-tag care

The customer is responsible for ensuring the E-tag is not subjected to water, moisture ingress or any magnetic interference that could damage the e-tag. In addition, the E-tag is designed to break when removed from the windshield. The customer will be liable for cost of installing a new e-tag.

If the customer's vehicle is stolen or being used by someone for whom the customer does not wish to pay their ETC lane user fee the customer is responsible for immediately notifying the Customer Service Centre so that a block can be placed on your ETC Account.

The customer must take the vehicle to the Customer Service Centre immediately if they believe E-tag may be faulty. If the e-tag is found to be faulty and there are no visible signs of mistreatment it will be replaced.

If the customer is requested by RDA to surrender the customer's E-tag to close the customer ETC Account then the customer agrees to return the E-tag to the Customer Service Centre. The customer must return the E-tag to RDA within 10 working days from either a request from RDA or when the customer's ETC Account is closed.

15. Suspending or Closing Customers ETC Account

The customer agrees that the customer's account may be closed:

- If the customer does not keep a positive balance in the customer's ETC Account and tries using an ETC Lane three or more times without sufficient balance to pay for the customer's journey RDA will notify via email or mobile phone or letter that the customer's ETC Account has been suspended (blacklisted) and customer will no longer be able to use ETC. RDA may at its discretion reactivate the customer's ETC Account provided the customer visits the Customer Service Centre and give reasonable explanation and assurances to maintain sufficient balance in the customer's ETC Account. Alternatively or for any repeat re-occurrences of attempting using the ETC lane with insufficient balance shall result in closure of the customer's ETC Account.
- If the customer asks to close the customer's ETC Account in writing, visiting or calling the RDA Customer Service Centre.
- RDA may choose to suspend the customer's ETC Account if no user fees have been charged to the customer's account for a period of three years or more. Before suspending the customer's ETC Account RDA will notify the customer that they are considering suspending the account. RDA may agree to keep the customer's ETC Account open at the customer's request but if the customer fails to respond in 30 days the customer's account will be suspended.
- When closing an ETC Account any remaining positive balance in the account after any outstanding user fees and charges have been applied will be refunded to customer. The customer will be notified by either letter, mobile or email to go to the Customer Service Centre and sign and collect a cheque from the refunded balance.

16. Privacy

The customer agrees that all personal information provided on the Customers Application Form is stored electronically. The customer agree that RDA can collect, use and disclose the customer's personal information to complete RDA obligations and exercise RDA rights under this agreement and accordance with RDA national privacy policies.

The customer agrees that subject to having authorized RDA to use the customer's personal information for marketing updates RDA will in the future keep the customer updated on road use events, notify the customer of changes to user fees and any discounts.

17. Enquires and Complaints

The customer agrees that the customer must contact the Customer Service Centre by phone, letter or in person if the customer has any enquires or complaints. RDA's customer service officer will respond to customer as soon as possible. If the customer is not satisfied with RDA response the customer may ask for the matter to be reviewed by the Customer Service Manager. If the customer is dissatisfied with the outcome the customer's matter will be reviewed by RDA head office customer relations team.

18. Amendments to the Agreement

It is agreed by both parties that RDA reserves the right to change any of the terms of this Agreement by mailing to the address given on the ETC Account. If the customer is not satisfied with the amendments the customer can choose to close the customers ETC Account.

19.Liability

It is agreed by both parties that If RDA finds that the customer has been incorrectly charged a user fee, RDA liability will be limited to refunding that overpaid user fee to the customer.

It is agreed by both parties that the E-tag does not function correctly and provided the customer has not caused the damage to the e-tag RDA's liability will be limited to replacing the E-tag.

It is agreed by both parties that RDA does not guarantee that the ETC lanes will always be available or that traffic flow will be uninterrupted.

It is agreed by both parties that RDA does not guarantee ETC equipment will always operate without failure even if the customer has sufficient balance in the customer's ETC Account.

It is the customer's responsibility to stop if the barrier does not open. It is agreed by both parties that the customer or his duly Authorized agent shall be liable for any loss or damaged to roadside equipment and vehicles and injuries as a result of failing to stop.

It is agreed by both parties that RDA shall not be liable to the customer for any loss or damage arising out of any error or delay in processing user fees and charging to the customer's ETC Account (including incorrect user fees).

It is agreed by both parties that RDA shall not be liable for loss of profit, loss of revenue, loss of anticipated savings or loss that would be considered consequential or indirect, irrespective of how that loss was caused and whether arising under this contract or under another principle of law.

If any part of this Agreement is void, unenforceable or illegal that part will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

20.Contact information

It is agreed by both parties for general inquiries, queries regarding this Agreement or ETC customer account queries call 1969 or visit the Road Development Authority Customer Service Centre at Thorana Junction, Peliyagoda.

In witness whereof the parties here to have caused this Agreement to be executed on the

..... day of 20.....

.....
Customer

.....
for RDA

In the presence of

Witness