

# citylink.com.au

Going online is the quickest and most convenient way to:

- View your statements and check your account balance;
- Transfer e-TAGs between vehicles;
- Order additional e-TAGs;
- Update your vehicle details;
- Change your personal details; and
- Check current CityLink toll prices.

Telephone: 1300 360 962 (8am – 6pm, Monday to Friday)

Email: [comcare@citylink.com.au](mailto:comcare@citylink.com.au)

## CityLink Customer Centre

67 Lorimer Street, Docklands 3008 (Melway: 2E G10)

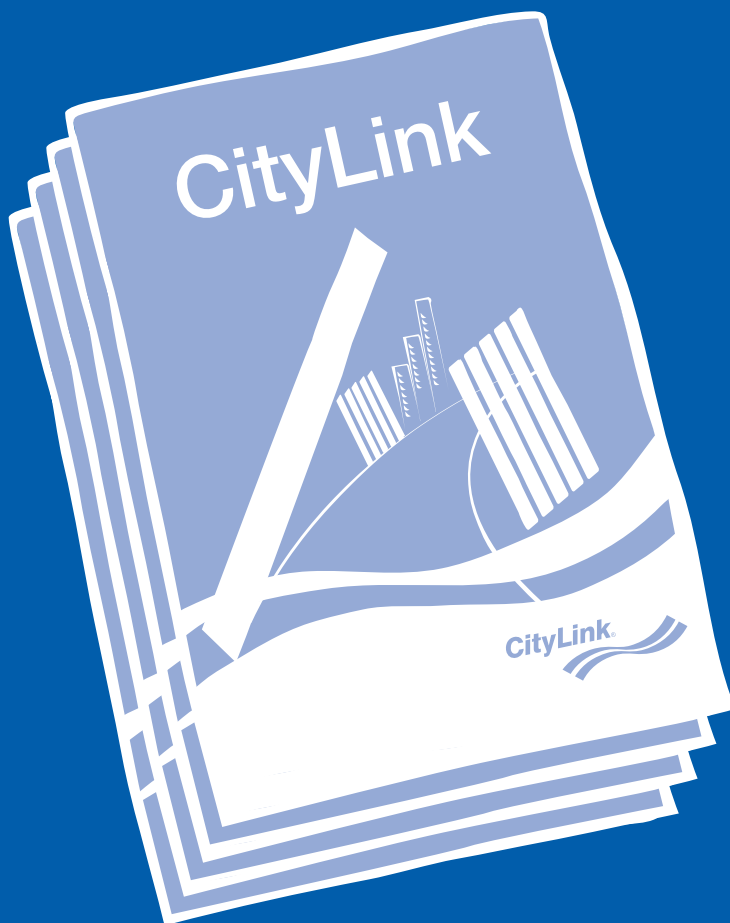
8am – 6pm Monday to Friday

9am – 5pm Saturday

Closed Sundays and Public Holidays

TTY service for hearing impaired: 1300 134 132

Interpreter service: 13 14 50



## Commercial account

customer service agreement

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**CityLink**  
Linking Melbourne

**transurban**

Owner and manager

# CityLink Melbourne Limited

Commercial account customer service agreement  
Consolidated for all amendments as at 1 October 2011

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## 1. Your agreement with us

This agreement begins when you accept the agreement by:

- accepting it in writing;
- opening the seal of the e-TAG® pack;
- keeping the e-TAGs; or
- clicking on the “I accept” button on our website.

If you do not want to accept this agreement, you must return the e-TAG to us as soon as possible without opening the seal of the e-TAG pack. We will refund any money you have paid.

## 2. What to do before using CityLink

You must do the following things before using CityLink:

- complete the Application Form and provide all details required by us;
- provide the Registration Numbers, make and model of all the vehicles to be linked to the Account; and
- make sure that the e-TAGs linked to the Account have been allocated to the correct vehicles.

### Receipt of e-TAGs

You must install each e-TAG in the vehicle in line with the instructions supplied with the e-TAG.

### CityLink Registration of the Customer's Vehicle

You must link at least four e-TAG devices and at least four vehicles to the Account.

We agree to register your vehicles on the CityLink Register if you comply with this agreement.

Registration only takes effect when a vehicle is actually recorded as registered on the CityLink Register.

On a Commercial account, an e-TAG can only be allocated to one vehicle at a time. If another vehicle is required to use the e-TAG, then CityLink must be notified of the new vehicle details and e-TAG allocation.

If the CityLink Registration of a vehicle(s) is suspended or cancelled this means that the vehicle(s) will no longer be registered on the CityLink Register.

### You may link extra Nominated Vehicles to the Account

If you wish to link an extra vehicle or an extra e-TAG to the Account, you must provide details of any vehicle required by us and comply with this agreement.

### Sub-Accounts

You may open Sub-Accounts by contacting us.

## 3. e-TAGs and the tolling system

### Installing and using the e-TAGs

You must:

- always have each e-TAG in its Holder and not obstructed in any way, when the Nominated Vehicle is used on CityLink;
- only use each e-TAG in a Nominated Vehicle in the same Class as the e-TAG;
- keep each e-TAG in good condition; and
- promptly take an e-TAG to the CityLink Customer Centre when requested by us.

### Travel on CityLink

We will operate the CityLink electronic tolling system to detect vehicles that make Trips on CityLink by identifying your e-TAG or the vehicle's Registration Number. We will charge the relevant CityLink tolls to your Account.

### Travel on Eligible Toll Roads

Other Eligible Toll Road operators may operate electronic tolling systems on their toll roads to detect vehicles that make Trips on those toll roads by identifying the e-TAG or the vehicle's Registration Number. The Eligible Toll Road operator will send Trip data and the relevant tolls to us so we can charge those Eligible Toll Road tolls (and any fees if applicable) to your Account.

### Responsibility for e-TAGs and Nominated Vehicles

You are responsible for all Nominated Vehicles and e-TAGs linked to the Account and for making sure that all Nominated Vehicles and e-TAGs are used in line with this agreement. You must procure, and are responsible for, the performance of this agreement by any employee or other person who uses a Nominated Vehicle or an e-TAG linked to the Account.

Although we may send a letter to the Billing Address or signal your e-TAG to beep to tell you about certain events which affect the CityLink Registration of the Nominated Vehicle, you are responsible for making sure that the CityLink Registration of a vehicle is not suspended or cancelled.

Where an e-TAG linked to the Account is detected on CityLink or an Eligible Toll Road, we need not ask which vehicle the e-TAG was in.

#### 4. When you should contact us

Each time a Nominated Vehicle passes through a Toll Zone, the e-TAG in that vehicle should “beep”:

**One beep** means that everything is operating normally;

**No beep** means there may be a problem with the e-TAG. You may complete the Trip, but you must contact CityLink Commercial Customer Care on 1300 360 962 before using an Eligible Toll Road again; and

**Four beeps** means that the CityLink Registration of the Nominated Vehicle has been suspended or cancelled. You may receive a Late Toll Invoice or an infringement notice from an enforcement agency and be liable for payment of tolls, a Toll Administration Fee or a fine. You must contact us on 1300 360 962 before you travel on an Eligible Toll Road again.

You should also contact CityLink Commercial Customer Care on 1300 360 962 as soon as possible when:

- (a) an e-TAG, Nominated Vehicle or Number Plate is lost or stolen;
- (b) an e-TAG is damaged;
- (c) you want to remove a Nominated Vehicle from the Account or you change the Registration Number of a Nominated Vehicle which is linked to the Account or you want to link another vehicle to the Account;
- (d) you wish to transfer an e-TAG from one vehicle to another within your fleet;
- (e) you change Billing Address or other contact details (including the details of the Authorised Customer Contact); or
- (f) you become aware of anything that may or will affect a payment under this agreement.

#### 5. If you do not make contact when required

A Nominated Vehicle may be removed from the CityLink Register if you do not contact us as soon as you become aware of anything that may or will affect a payment under this agreement and rectify the problem.

#### 6. If your Nominated Vehicle or e-TAG is lost or stolen

We will not charge tolls to your Account if after you have notified both the Police and us that:

- (a) your Nominated Vehicle has been stolen, we detect that Nominated Vehicle driving through a Toll Zone;
- (b) your e-TAG has been lost or stolen, we detect that e-TAG in a Toll Zone;

- (c) a Number Plate of your Nominated Vehicle has been stolen, we detect that Number Plate on a vehicle (if that vehicle is not your vehicle) in a Toll Zone.

We will resume charging tolls to your Account when you notify us or we become aware that you have recovered the stolen Nominated Vehicle, lost or stolen e-TAG, or stolen Number Plate. You must provide a copy of a Police report if we request it.

#### 7. Charging Tolls to your Account

You will be charged tolls for using CityLink which are set in line with the Act.

We will charge tolls to your Account when we detect one or more of your Nominated Vehicles, e-TAGs or the Number Plate of a Nominated Vehicle in a Toll Zone.

For each Trip that a Nominated Vehicle is detected on CityLink, we will only debit tolls to the Account up to the Trip Cap.

We will charge tolls to your Account regardless of who is driving the Nominated Vehicle and whether or not you authorised, or were aware of, the use of a Nominated Vehicle or an e-TAG.

On or after the Start Date for an e-TAG, we will charge tolls and may debit a No Tag in Vehicle Fee to the Account for each Trip that the e-TAG or a Nominated Vehicle was detected on CityLink between up to three days prior to the time you originally contacted us to open the Account and that Start Date.

If a Nominated Vehicle is also linked to another Account, and that vehicle is detected on CityLink without an e-TAG being detected, we may choose which Account will be charged with the tolls and any applicable fees from that Trip.

#### 8. Annual Account Fee

We will charge you the Annual Account Fee as part of the first invoice and on each anniversary of the earliest Start Date of any of your e-TAGs.

We may charge a further Annual Account Fee in the same way for each Sub-Account you open.

#### 9. Security

If we ask you to pay a Security Deposit, you must pay us the Security Deposit within 5 Business Days of receiving a request to do so.

If we consider you pose a credit risk at any time, we may also require you to supply additional financial security (for example a deposit or guarantee) for your obligations under this agreement within 5 Business Days of receiving a request to do so.

Security Deposits (and other deposits, guarantees or amounts which are to be treated like a Security Deposit) will not be credited to your Account.

We may use the Security Deposit (and other deposits, guarantees or amounts which are to be treated like a Security Deposit) in part or full payment (at our discretion) of any amount you owe us under this agreement.

## 10. Minimum Annual Payment

For each e-TAG, at the end of each of the first three Tag Years, we may debit your Account for the amount by which the Minimum Annual Payment exceeds the total tolls (excluding any fees, charges or tolls on Eligible Toll Roads other than CityLink) charged to that e-TAG during that Tag Year.

## 11. Additional fees and payments

### If you use CityLink without your e-TAG being detected

For each Trip that your Nominated Vehicle is detected using CityLink without your e-TAG being detected, we may, as well as charging you tolls, debit a No Tag in Vehicle Fee to your Account, unless we are responsible for the failure to detect your e-TAG.

### If you use CityLink in a Nominated Vehicle with a different Class from your e-TAG

If you use CityLink in a vehicle with an e-TAG linked to your Account which is of a different Class from that vehicle, we may debit the appropriate tolls and a No Tag in Vehicle Fee to your Account for each Trip in which incorrect Class of e-TAG is used.

### e-TAG Non-Return Fee

You must pay us the e-TAG Non-Return Fee if your e-TAG is lost or damaged, or you do not return your e-TAG to us when we require you to do so.

### Re-registration Fee

We may debit the Re-registration Fee to your Account if, at your request, we re-register a vehicle on the CityLink Register after its suspension.

### Other Accounts

We may apply any outstanding fees, tolls or charges in relation to this Account to any other CityLink account you may have.

If you have an outstanding Account Balance from another CityLink account, we may credit or debit that amount to this Account.

### When you agree to additional payments

We may charge any fee, tax, charge or amount to your Account if you have agreed to pay, or you owe us that fee, tax, charge or amount under this agreement.

### Travel on Eligible Toll Roads

We may debit the relevant tolls and fees charged by other Eligible Toll Road operators from your Account when you use your e-TAG, or your e-TAG is detected, on that Eligible Toll Road.

### Toll Administration Fee

If you receive a Late Toll Invoice you agree to pay any Toll Administration Fee that the Late Toll Invoice requires you to pay.

### Late Payment Fee

If payment of the Due Payment is not received within 14 days after the end of a Payment Period, we may charge the Late Payment Fee to your Account.

## 12. Invoices

Electronic invoices are provided monthly free of charge if your Account has been used during that period. As soon as practical after the end of each Payment Period, we will send you a detailed invoice to your nominated invoice email address.

The Primary Contact is responsible for nominating an Invoice Contact and email address and for keeping this information accurate on the account.

The Invoice Contact will be notified each month and receive via email three files with trip details. Trip information will be provided in EXCEL, PDF and CSV formats.

Alternatively, if you require a copy of a detailed invoice to be sent to your nominated postal address, you must pay us a One-off Detailed Invoice Fee.

If you have a Standing Authorisation Account, the Due Payment must be paid by Automatic Payment. If you have any other type of Account (i.e. not a Standing Authorisation Account), you must pay us the Due Payment by the Payment Date.

## 13. When is a payment made?

Payments are treated as made when we receive them.

If you are an Automatic Payment customer, we will receive your Automatic Payment when it is credited successfully to our Bank account.

If you are not an Automatic Payment customer, or if your Automatic Payment has failed or you have made other payment arrangements with us, we will receive your payments:

- if by cash or manual credit card, BPay or eftpos, when the person making the payment:
  - in person, is given a receipt for that payment; or
  - by telephone, is given a receipt number for that payment; or
- if by cheque, when the proceeds of the cheque have been cleared.

If a payment is not made successfully, we will debit the Dishonour Fee to your Account (eg. if a cheque or direct debit is not honoured in full), unless the unsuccessful payment is our or our Bank's fault.

We may at our discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If we do so, we will not lose any of our rights under this agreement. We may allocate any such payment against any money you owe us as we deem necessary.

## 14. Complaints, questions and disputes

If you have a dispute or wish to make a complaint about the CityLink Registration of your vehicle or a payment or an amount debited, credited or not credited to your Account, you should contact Commercial Customer Care. A customer service officer will provide a response with reasons as soon as possible.

If you believe that your dispute or complaint has not been properly addressed, you have the right to have the issue reviewed by our customer resolutions group who will provide a response with reasons.

If you are still not satisfied with the response, you may take your complaint to the Tolling Customer Ombudsman.

Unless you tell us that you disagree with your Due Payment within 60 days of receipt of the invoice, the Due Payment recorded on the invoice will be considered to be correct.

Where you dispute your Due Payment, until that dispute is resolved you must continue to comply with this agreement as if the Due Payment recorded on the invoice was correct.

Where you dispute your Due Payment, we may (at our discretion):

- credit your Account for all or part of the disputed amount; or
- make other arrangements reasonably necessary to allow for the continued operation of your Account, until the dispute is resolved.

## 15. Changing this agreement

We may change this agreement (including any amount, fee or deposit) by:

- (a) publishing the changes on CityLink Melbourne's website, the date from which they will apply, and how you may obtain a copy of them; or
- (b) sending a copy of the changes to your Billing Address no later than the next invoice after the effective date of the changes, except when the changes either reduce fees or charges or are as a result of changes in taxes, in which case this is not required.

We may assign this agreement to another entity responsible for levying tolls on CityLink in the same way.

Changes to this agreement or assignment of this agreement will apply from the date stated on our website or in the copy of the changes.

This clause does not apply to tolls, which are determined in line with the Act.

## 16. Suspension or cancellation

If Trips are made by vehicles that are suspended or cancelled from the CityLink Register, you will not have a valid arrangement to make Trips and you may commit an offence under the Act and receive a Late Toll Invoice from us or another Eligible Toll Road operator or an infringement notice from an enforcement agency.

The CityLink Registration of your vehicle is suspended or cancelled when we record it as suspended or cancelled on the CityLink Register or remove it from the CityLink Register.

We may suspend or cancel the CityLink Registration of all your Nominated Vehicles if:

- (a) your Account, or another account you hold with us, has not been paid within the required time period;
- (b) you do not provide a Security Deposit for each e-TAG linked to your Account within 5 Business Days of us asking you to pay a Security Deposit;
- (c) you become bankrupt or appears likely to become bankrupt;
- (d) you become insolvent or has a receiver, manager, administrator or liquidator appointed, or appears likely to do so;
- (e) you are a company and:
  - passes a resolution for winding up;
  - an application is made for winding up and:
    - is not dismissed or withdrawn within 30 Business Days; or

- an order is made for the company's winding up; or
- enters into an arrangement, composition or compromise with any creditors;

- (f) we consider that a material adverse change has occurred in your credit rating;
- (g) we are required to do so by law;
- (h) for any other reason (including breach of this agreement by you) we reasonably consider suspension or cancellation of the CityLink Registration of your Nominated Vehicle is necessary.

If we have suspended or cancelled the CityLink Registration of your vehicle, we will send a signal to your e-TAG to give 4 beeps each time your e-TAG device passes through a Toll Zone on CityLink. You agree that this is a reasonable method of notice for us to use.

We may also notify you of suspension or cancellation by giving notice in any other way allowed under this agreement or the Act.

If you do not re-register your vehicle with us or do not make alternative arrangements to pay tolls through another service provider and your vehicle is detected on any Eligible Toll Road after its CityLink Registration has been suspended or cancelled, the driver of that vehicle may commit an offence and receive a Late Toll Invoice from us or another Eligible Toll Road operator or an infringement notice from an enforcement agency.

We will only investigate a Late Toll invoice issued by us once you have re-registered your vehicle with us.

If the CityLink Registration of all Nominated Vehicles linked to your Account is cancelled, then within 10 Business Days of receiving notice of that cancellation, you must:

- (a) return all e-TAGs to us; and
- (b) pay any debit Account Balance and any other amount you owe us.

We will refund any Remaining Account Balance within 10 Business Days after you have met the above requirements.

## 17. When this agreement ends

This agreement will end 20 Business Days after the CityLink Registration of all of your Nominated Vehicles has been cancelled. The ending or cancellation of this agreement for any reason does not affect any rights that either you or we have against each other which arose at or before the end or cancellation of this agreement.

## 18. Liability

To the maximum extent permitted by law, we are not liable (whether in contract, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that you or any other person incurs arising directly or indirectly from your use of CityLink or any Eligible Toll Road, your installation, use or removal of the e-TAG or the Holder, or anything else in connection with this agreement.

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

## 19. General

### Ownership of the e-TAG and licence to use it

You do not own any e-TAG linked to your Account or provided to you. We will license you to use the e-TAG linked to your Account in line with this agreement.

You must return the e-TAG to us within 10 Business Days after we ask you to return it or within 5 Business Days after we ask you to return it if we have suspended the CityLink Registration of your Nominated Vehicles.

### This agreement is the entire agreement

This agreement is the entire agreement about the CityLink Registration of your Nominated Vehicle, your Account, e-TAG and the other matters covered by this agreement. The only enforceable obligations and liabilities of you and us about the subject matter are those arising out of the provisions of this agreement or at law.

This agreement replaces all previous representations, communications and agreements on the subject matter.

To the maximum extent permitted by law, the provisions of the Trade Practices Act 1974 (Cth) and the Fair Trading Act 1985 (Vic) are excluded. Our liability for a breach of any term or warranty under the Trade Practices Act and the Fair Trading Act which by law cannot be excluded from this agreement is limited to the maximum extent the law allows.

### Notices

Notices (which includes any written communications or invoices) may be:

- given to you personally;
- left at your Billing Address;
- sent to your Billing Address;
- sent by fax to the fax number last notified to us;
- sent by e-mail to the email address last notified to us;
- sent by an SMS message to the mobile phone number last notified to us;
- signalled through your e-TAG to give beeps each time your e-TAG passes through a Toll Zone; or
- given to you in any other way the law allows.

A notice given to you is also taken to be given to the drivers and owners of all vehicles using an e-TAG linked to your Account and each Nominated Vehicle which is linked to your Account.

Notices to CityLink Melbourne may be sent or delivered:

- to our address;
- by fax to our fax number; or
- by e-mail to our e-mail address.

Our contact details are on the back page of this agreement.

Notices take effect from the time they are received unless a later time is specified. Notices by e-TAG beeps are taken to be received when we signal the e-TAG to beep.

If notices are sent by a fax machine which prints a transmission report showing that the fax was fully sent, they are taken to be received at the time shown in a transmission report which shows that the whole fax was sent. If notices are sent by post, they are taken to be received on the expiration of 3 Business Days after the date of posting. If notices are left at your address, they are

taken to be received on the day of delivery if delivered before 4pm on a Business Day and otherwise on the next Business Day. If notices are sent by e-mail or SMS, they are taken to be received on the next day after the date of sending.

### If any part of this agreement is illegal or unenforceable it will not apply

Any provision of this agreement must be read down to the extent necessary to prevent that provision or this agreement from being invalid, voidable or not enforceable in the circumstances.

If a provision of this agreement is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of this agreement will continue to be fully enforceable.

### Interest

You will not earn interest on any credit Account Balance or amount you pay us under this agreement.

### Waiving breaches of this agreement

Unless otherwise expressly provided by this agreement, a party does not waive a right, power or discretion just because it:

- fails to exercise it;
- only exercises part of it; or
- delays in exercising it.

A waiver of one breach of a provision of this agreement does not operate as a waiver of another breach of the same provision or any other provision. A right of CityLink Melbourne created under this agreement may only be waived in writing signed by us. A waiver of one breach of a provision of this agreement does not operate as a waiver of another breach of the same provision or any other provision. A right of CityLink Melbourne created under this agreement may only be waived in writing signed by us.

### Representations and warranties

You represent and warrant to us that:

- you have the power, authority and capacity to enter into this agreement; and
- the owners and users of all vehicles linked to your Account have consented to the linking of those vehicles to your Account and for you to be provided with information regarding their use of those vehicles.

### Consent to use and disclose information

You consent to us using or disclosing any information you provide to us if the information is used or disclosed for the purposes of this agreement (including the exercise of any rights or the performance of any obligations under this agreement and including the exchange of information between CityLink Melbourne and the operator of an Eligible Toll Road for the purposes of this agreement.) or in accordance with the Privacy Code.

You consent to any information you provide to CityLink Melbourne being disclosed by us to credit reporting agencies or debt collection agencies where you are in payment default.

CityLink Melbourne may disclose your personal information in accordance with the Privacy Code.

### Privacy Code

We will give you a copy of the Privacy Code when you ask for a copy. The Privacy Code is available on our website.

### Recovery of costs

You must pay us an amount equal to any costs (including legal costs) incurred by us in recovering a debt from you.

## 20. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to this contract includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) person includes a firm, a body corporate, an unincorporated association or an authority;
- (d) an obligation imposed on 2 or more parties binds them jointly and severally;
- (e) a reference to a time or date is a reference to that time or date in Melbourne;
- (f) a provision of this contract must not be interpreted against CityLink Melbourne just because it prepared the contract;
- (g) a reference to any legislation or subordinate legislation includes any future modifications or changes;
- (h) headings in this contract have been inserted for convenience and do not affect the interpretation of this contract; and
- (i) this contract and the transactions contemplated by this contract are governed by Victorian Law.

## 21. Definitions

<b>Account</b>	Your account with CityLink Melbourne. References to Account appearing in this agreement include any Sub-Accounts.
<b>Account Balance</b>	The total of all tolls, fees, taxes and charges which we have debited to the Account since the end of the last Payment Period (or for the first Payment Period, since the earliest Start Date of any of your e-TAGs) and any other amounts which you owe us.
<b>Act</b>	The Melbourne City Link Act 1995 (Vic).
<b>Application Form</b>	The application form for a Commercial Account.
<b>Authorised Customer Contact</b>	Your authorised representative as notified to us by you.
<b>Automatic Payment</b>	A standing authorisation given by you to us over a credit card account or other account held by you at a Bank for the Due Payment.
<b>Bank</b>	Any bank or financial institution, including a credit card provider, authorised to carry on banking or financial business within Australia.
<b>Billing Address</b>	The last mailing address advised to us by you.
<b>Business Day</b>	Any day which is not a Saturday, Sunday or public holiday in Melbourne.
<b>CityLink</b>	The Link road and Extension road as defined in the Act, and any part of those roads.
<b>CityLink Customer Centre</b>	The CityLink Customer Centre is located at: 67–71 Lorimer Street Docklands, Melbourne 3008 and any other location as advised by us from time to time.

<b>CityLink Melbourne, we, our or us</b>	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents, and nominees.
<b>CityLink Register</b>	The register of vehicles established and maintained by us under section 73A of the Act.
<b>CityLink Registration</b>	The registration by us of your vehicles on the CityLink Register.
<b>Class</b>	Each class of vehicle as defined in the Toll Calculation Schedule in the Concession Deed.
<b>Concession Deed</b>	The agreement between CityLink Melbourne, the State and others attached to the Act.
<b>Customer, you or your</b>	The company, entity, person or person acting on behalf of the company or entity who has opened the Account with us.
<b>Due Payment</b>	In respect of any Payment Period, the amount stated in the invoice for that Payment Period as the total of the Account Balance and any other amount that you owe us at the end of that Payment Period.
<b>Eligible Toll Road</b>	CityLink and those Australian roads, bridges, tunnels or locations on which a toll is levied for the passage of vehicles and on which you can use your CityLink e-TAG or your Nominated Vehicle.
<b>e-TAG</b>	The transponder device licensed to you for the duration of this agreement.
<b>Holder</b>	The device which will be attached to the windscreen to hold the e-TAG.
<b>Insolvency Event</b>	you resolve to be wound up; have a winding up application presented against you are placed under official management or administration; have a liquidator or a provisional liquidator appointed to you; are insolvent or unable to pay your debts when they fall due; are bankrupt or commit any act of bankruptcy; enter into any arrangement or assignment for the benefit of your creditors; or anything analogous, or having substantially similar effect, to the occurrence of these events in relation to you.
<b>Invoice Contact</b>	means the invoice contact nominated on your CityLink Commercial Account Application and change of details form.
<b>Late Toll Invoice</b>	A request for payment (or further request for payment) issued by us or by another Eligible Toll Road operator, which may include tolls payable by you and a Toll Administration Fee.
<b>Nominated Vehicle</b>	A vehicle which you have asked us to link to your Account and which is registered on the CityLink Register.
<b>Number Plate</b>	The physical plate which contains the vehicle's Registration Number.
<b>Payment Date</b>	The date fourteen days after the end of a Payment Period.

<b>Payment Period</b>	The period agreed between CityLink Melbourne and you for the billing of the Account (eg. weekly, fortnightly, monthly). We will not agree to a Payment Period that is greater than monthly. The first Payment Period begins on the earliest Start Date for any of your e-TAGs.
<b>Primary Contact</b>	means the primary contact nominated on your CityLink Commercial Account Application and change of details form.
<b>Privacy Code</b>	means the Privacy Code available from CityLink's website.
<b>Registration Number</b>	The combination of numbers, letters, or numbers and letters on the Number Plate of your Nominated Vehicle, as assigned to that vehicle by the relevant registration authority (eg. VicRoads).
<b>Remaining Account Balance</b>	The total of any: <ul style="list-style-type: none"> <li>• credit Account Balance;</li> <li>• Security Deposit; and</li> <li>• any other amounts which are treated like a Security Deposit, you have left after all outstanding fees, taxes, tolls, toll credits, charges and any other amounts you owe us are deducted.</li> </ul> Toll credits cannot be redeemed for cash.
<b>Standing Authorisation Account</b>	An Account which allows you to pay the Account Balance by Automatic payment.
<b>Start Date</b>	The later of: <ul style="list-style-type: none"> <li>• the date that the Account was opened; and</li> <li>• 3 January 2000,</li> </ul> for all e-TAGs linked to the Account on or before this date. The Start Date for any other e-TAG is the date on which that e-TAG is linked to the Account.
<b>Sub-Account</b>	A sub-account which you may open with us for convenience in managing your business.
<b>Tag Year</b>	For each e-TAG, a consecutive 12 month period from: <ul style="list-style-type: none"> <li>• the Start Date; or</li> <li>• the anniversary of the Start Date.</li> </ul> Where an e-TAG is replaced, a Tag Year is calculated by reference to the original e-TAG unless the replacement e-TAG is part of a general release of "new generation" e-TAGs. <p>However, without changing the beginning of a Tag Year, a Tag Year for any e-TAG will end on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date that e-TAG is returned to us without being replaced;</li> <li>• the date you tell CityLink Melbourne that the e-TAG has been lost or destroyed and you do not want to replace the e-TAG;</li> <li>• the date that e-TAG is replaced as part of a general release of "new generation" (eg. of an improved technology) e-TAGs; and</li> <li>• the date when the CityLink Registration of all vehicles linked to your Account is cancelled.</li> </ul>

<b>Toll Administration Fee</b>	A toll administration fee fixed under section 71(1A) of in relation to CityLink or as fixed by an operator of another Eligible Toll Road. This fee may be payable if you receive a Late Toll Invoice.
<b>Tolling Customer Ombudsman</b>	means the ombudsman for the tolling industry and the contact details can be obtained from our website.
<b>Toll Zone</b>	A part of CityLink specified to be a toll zone under the Act.
<b>Trip</b>	The driving of a vehicle in one direction in one or more Toll Zones uninterrupted by exit and subsequent re-entry of CityLink other than travel directly between the Southern Link and the Western Link. For another Eligible Toll Road, a Trip will be determined by the operator of that Eligible Toll Road.
<b>Trip Cap</b>	The maximum tolls which will be debited to your Account for each Trip. The amount is determined by us in line with the Act or, if applicable, by an operator of another Eligible Toll Road in respect of that Trips on that Eligible Toll Road.

#### Amounts, Fees and Charges (inclusive of GST where applicable)

	Description	Amount, Fee or Charge
<b>Annual Account Fee</b>	This is the amount you must pay us to open and maintain an Account.	\$71.50 per annum
<b>Dishonour Fee</b>	This is the amount that is debited to your Account if your payment is not successfully made, unless the unsuccessful payment is our or our Bank's fault.	\$5.50 plus the charge imposed on us by our Bank7 as a result of your unsuccessful payment.
<b>e-TAG Non-Return Fee</b>	This is the amount that you must pay us if your e-TAG is lost, damaged or not returned to us in accordance with this agreement.	\$55.00 per e-TAG device not returned.
<b>Late Payment Fee</b>	This is the amount you must pay us if payment of an amount you owe us is more than 5 days late.	\$5.50 plus 1.5% of the amount which was not paid on time.

	Description	Amount, Fee or Charge
<b>Minimum Annual Payment</b>	This is the minimum amount of tolls and taxes which you must pay per e-TAG device each Tag Year. Your Account will only be debited with the difference between this amount and the actual tolls and taxes charged to each e-TAG device.	\$27.50 per e-TAG device linked to your Account. For example, assuming that you have 2 e-TAG devices linked to your Account, then: (i) if in any Tag Year, your tolls and taxes on each e-TAG device (excluding any other fees, charges or tolls in relation to an Eligible Toll Road other than CityLink) is at least \$27.50, you will not need to pay anything towards the Minimum Annual Payment; (ii) if in any Tag Year, your tolls and taxes on each e-TAG device (excluding any other fees, charges or tolls in relation to an Eligible Toll Road other than CityLink) is \$30.00 on one e-TAG and \$10.00 on the other at the end of that Tag Year, we will debit your Account for \$17.50 (being the difference between the Minimum Annual Payment and your toll and taxes expenditure in that Tag Year on the e-TAG device which had been charged \$10.00 in tolls and taxes).
<b>No Tag in Vehicle Fee</b>	This is the amount that CityLink Melbourne may charge if your Nominated Vehicle is detected in a Toll Zone with out an e-TAG being detected, unless we are responsible for the failure to detect your e-TAG.	\$0.75 per Trip.
<b>One-off Detailed Invoice Fee</b>	You pay this fee to get a one-off detailed invoice	\$3.30 for each time you request a one-off detailed invoice.
<b>Re-registration Fee</b>	This is the amount that CityLink Melbourne may charge if the CityLink Registration of your vehicles has been suspended or cancelled and, at your request, CityLink Melbourne re-registers your vehicles on the CityLink Register.	\$5.50 per vehicle.
<b>Security Deposit</b>	We may require you to pay this deposit as security.	\$50.00 per e-TAG device linked or proposed to be linked to your Account.
<b>Voluntary Replacement Fee</b>	This is the fee that CityLink Melbourne may charge if you voluntarily replace your e-TAG where there is no fault with your existing e-TAG.	\$55.00 per voluntary replacement of an e-TAG.

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