

citylink.com.au

Going online is the quickest and most convenient way to:

- Manage your account online;
- Amend account and payment details;
- Add and remove vehicles from your account;
- View statements and trip details;
- Top up account/pay account invoice;
- View live traffic conditions through webcams; and
- Use the toll calculator to calculate your trip charge.

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

Email: comcare@citylink.com.au

CityLink Customer Centre

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

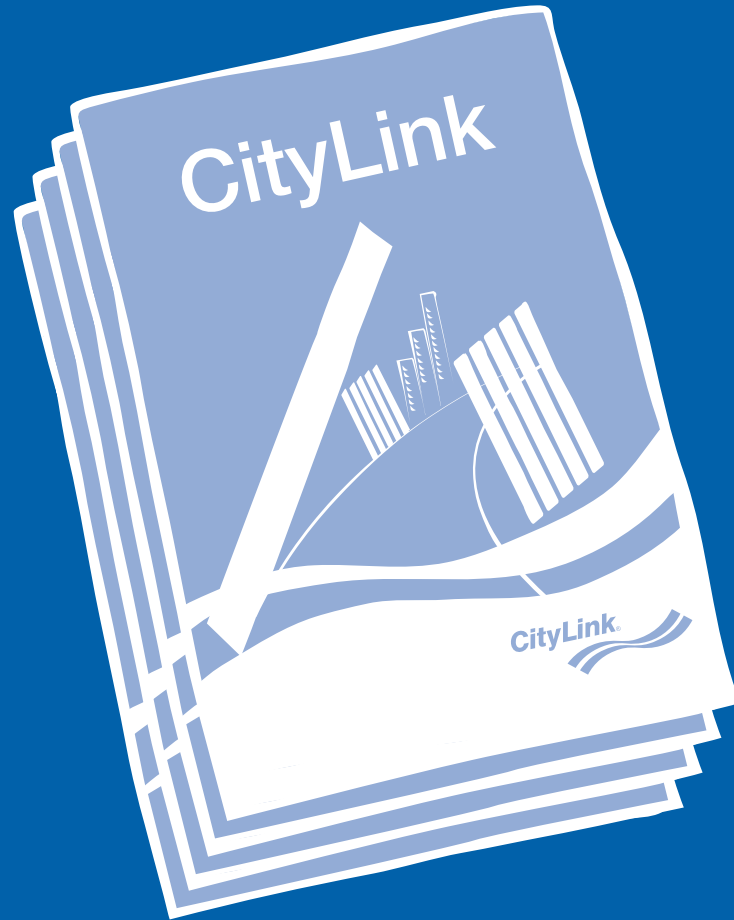
8am – 6pm Monday to Friday

9am – 5pm Saturday

Closed Sundays and Public Holidays

TTY service for hearing impaired: 1300 134 132

Interpreter service: 13 14 50



Commercial video tolling account

customer service agreement

CityLink Melbourne Limited

Commercial video tolling account customer service agreement
Consolidated for all amendments as at 06 August 2009

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1. Your agreement with us

This agreement details your rights and obligations for use of CityLink and EastLink.

This agreement begins when you accept the agreement orally or by conduct (eg by opening an Account).

2. What to do before using CityLink or EastLink

You must do the following things before using CityLink or EastLink:

- complete the Application Form and provide all details required by us;
- provide the Registration Number, make and model of all the vehicles to be linked to the Account in accordance with the Interface Requirement Specifications;
- provide us with an estimate of the total number of Registration Numbers you expect to be linked to the Account;
- pay us the Start Up Fee and any other amounts we require under this agreement;
- either provide:
 - details of your credit card, including the number, expiry date and name appearing on the relevant credit card; or

- provide a direct debit authorisation to deduct charges from your nominated Bank account; and
- pay any outstanding amounts owed to us by you from any previous use of CityLink, or any unpaid fees, taxes or charges incurred by you and payable to us.

CityLink Registration of the Customer's vehicle

We agree to register the vehicles linked to your Account 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.

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

Vehicles may only be linked to a Commercial Video Tolling Account if they are not already registered on the CityLink Register and linked to an existing account. Where a vehicle on the CityLink Register is already linked to an existing account (for example a personal account), it will be ineligible to be linked to a Commercial Video Tolling Account.

Although we may send you a letter to inform you about certain events which affect the CityLink Registration of your vehicle, you are responsible for making sure that the CityLink Registration of your vehicle is not suspended or cancelled.

You may link extra Nominated Vehicles to the Account

If you wish to link extra vehicles to your Account you must go to www.citylink.com.au and upload the Registration Numbers, make and model of each vehicle to be linked to the Account in accordance with the Interface Requirement Specifications and provide details of any vehicle required by us and comply with this agreement.

Sub-Accounts

You may open Sub-Accounts by contacting us.

Trips on Eligible Toll Roads

A Commercial Video Tolling Account is only for use on CityLink and EastLink. It cannot be used on any other toll roads (eg NSW toll roads).

3. The tolling system

Travel on CityLink

We will operate the CityLink electronic tolling system to detect vehicles that make Trips on CityLink by identifying the vehicle's Registration Number. We will charge the relevant CityLink tolls and the Vehicle Matching Fee to your Account.

Travel on EastLink

EastLink may operate electronic tolling systems on its toll roads to detect vehicles that make Trips on EastLink by identifying the vehicle's Registration Number. EastLink will send Trip data and the relevant tolls to us so we can charge those tolls (and any EastLink fees if applicable) to your Account.

Your Nominated Vehicles must have front and rear Number Plates Number Plates and their placement must conform to the relevant regulations of the relevant registration authority (eg. VicRoads). If you use CityLink or EastLink with a vehicle that does not comply with this section:

- (a) we may suspend the CityLink Registration of your Nominated Vehicle; and
- (b) you may receive a Late Toll Invoice from us or a Toll Notice from the EastLink operator or an infringement notice from an enforcement agency and be liable for payment of tolls, a Toll Administration Fee or a substantial fine.

Responsibility for Nominated Vehicles

You are responsible for all Nominated Vehicles linked to the Account and for making sure that all Nominated Vehicles 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 linked to the Account.

4. When you should contact us

You should contact CityLink Customer Centre on 1300 360 962 as soon as possible when:

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

Making changes to your Account

If you want to remove a Nominated Vehicle from the Account or you wish to change the Registration Number of a Nominated Vehicle which is linked to the Account, you must access your Account via www.citylink.com.au and make the amendment in accordance with the Interface Requirement Specifications. You will continue to be responsible for any tolls and Vehicle Matching Fees until the Nominated Vehicle is removed by you from the Account.

5. If you do not make contact when required

Your 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 is stolen

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

- (a) your Nominated Vehicle has been stolen and we detect that Nominated Vehicle driving through a Toll Zone; or
- (b) the Number Plate of your Nominated Vehicle has been stolen and 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 or stolen Number Plate. You must provide a copy of the Police report if we request it.

7. Charging Tolls to your Account

You will be charged tolls for using CityLink which are adjusted quarterly in line with the Act and the Concession Deed. Current toll prices are available on our website or upon request. You will also be charged tolls for using EastLink. Current toll prices for EastLink are available from EastLink.

For each Trip that you make on CityLink or EastLink, we will only charge tolls to your Account up to the Trip Cap. We will charge a toll to your Account when one or more of your Nominated Vehicles or the Number Plate of your Nominated Vehicle in a Toll Zone by us or on EastLink by the EastLink operator.

If your Nominated Vehicle is linked to another Account and your Nominated Vehicle is detected on CityLink, we may choose which Account will be charged with the tolls from that Trip.

We will charge the Vehicle Matching Fee or the equivalent EastLink fee to your Account for each Trip that your Nominated Vehicle or the Number Plate of your Nominated Vehicle is detected using CityLink or EastLink.

We will charge tolls and Vehicle Matching Fees to your Account:

- without any knowledge of and regardless of who is driving the vehicle at the time; and
- whether or not you authorised or were aware of the use of the Nominated Vehicle.

On or after the Start Date, we will charge tolls and the Vehicle Matching Fee to your Account for each Trip that your Nominated Vehicle or the Number Plate of your Nominated Vehicle was detected on CityLink between the time you originally contacted CityLink Melbourne to open the Account and that Start Date.

8. Additional fees and payments

If you use CityLink in a Nominated Vehicle with a different Class If you use CityLink in a vehicle linked to your Account which is of a different Class from that registered, we may debit the appropriate tolls to your Account.

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.

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.

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.

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.

9. Invoices

Electronic invoices are provided monthly free of charge. 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.

Each month the Invoice Contact will also receive in the mail a tax invoice summary page showing Due Payment and Payment Date for the Payment Period.

If you require another copy of a detailed invoice for any period, you can download a copy from the CityLink website at www.citylink.com.au or email comcare@citylink.com.au.

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.

10. 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.

11. 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 us. 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 independent 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 Account Balance within 60 days of receipt, the Account Balance recorded on the statement will be considered to be correct. Where you dispute your Account Balance, until that dispute is resolved you must continue to comply with this agreement as if the Account Balance recorded on the statement was correct.

Where you dispute your Account Balance, 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.

12. 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 Address no later than the next statement 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.

13. 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 and receive a Late Toll Invoice from us or a Toll Notice from the EastLink 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 Automatic Payment fails;

- (b) your Nominated Vehicle or the Number Plate of your Nominated Vehicle is reported as lost or stolen to both the Police and us;
- (c) we consider that you have not told us of a change of a Nominated Vehicle linked to your Account or of a change of the Registration Number of your Nominated Vehicle;
- (d) your Nominated Vehicle does not have front and rear number plates that conform to the relevant regulations of the relevant registration authority (eg. VicRoads);
- (e) you use a vehicle which is in a different Class from that registered;
- (f) we are required to do so by law;
- (g) we have not detected your Nominated Vehicle or Number Plate using CityLink in the previous 12 months or more;
- (h) your Account Balance is zero or less or has not been paid within the required time period;
- (i) 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 notice to your Nominated Contact Address or call your Contact Telephone Number. You agree that these are reasonable methods of notice for us to use and consent to disclosure of your personal information relating to your Account at your Contact Telephone Number for registration purposes.

We may also notify you of suspension or cancellation by giving notice in any other way allowed under this contract or the Act. If you do not re-register your vehicle with us or do not make alternative arrangements to pay tolls through the EastLink operator and your vehicle is detected on CityLink or EastLink 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 a Toll Notice from the EastLink 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 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.

We will cancel the CityLink Registration of your Nominated Vehicle if you ask us to do so.

Dormant Accounts

If there is no activity on your Account for more than 12 months, we will send you a letter requesting that you:

- reactivate your Account by travelling on CityLink;
- extend your Account; or
- close your Account and cancel the CityLink Registration of your Nominated Vehicle.

You agree that we may close your Account and cancel the CityLink Registration of your Nominated Vehicle if no response to our letter is received by us within 10 Business Days.

14. When this agreement ends

This agreement will end 20 Business Days after the CityLink Registration of all of your Nominated Vehicles is 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.

15. 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 EastLink 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.

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

16. General

This agreement is the entire agreement

This agreement is the entire agreement about the CityLink Registration of your Nominated Vehicle, your Account 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 include any written communications or statements) may be:

- given to you personally;
- left at your Nominated Contact Address;
- sent to your Nominated Contact Address;
- sent by fax to the fax number last notified to us;
- sent by email to the email address last notified to us;
- sent by an SMS message to the mobile phone number last notified to us;
- 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 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.

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 email or SMS, they are taken to be received 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.

Representations and warranties

You represent and warrant to us that you have the power, authority and capacity to enter into this agreement.

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 EastLink for the purposes of this agreement) or as detailed in 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. 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. You understand that our tolling equipment will take and may retain an image of your vehicle's Registration Number when your vehicle travels on CityLink.

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.

17. Interpretation

In this contract unless the contrary intention appears:

- a reference to this agreement includes any variation to it;
- the singular includes the plural and the plural includes the singular;
- a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- an obligation imposed on 2 or more parties binds them jointly and severally;
- a reference to a time or date is a reference to that time or date in Melbourne;
- a provision of this agreement must not be interpreted against us just because we prepared the agreement;
- a reference to any legislation or subordinate legislation includes any modifications or changes;
- headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement; and
- this agreement and the transactions contemplated by this agreement are governed by Victorian law.

20. Definitions

Account	Your Commercial Video Tolling Account with CityLink Melbourne. References
Account Balance	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.
Act	The Melbourne City Link Act 1995 (Vic).
Application Form	The application form for a Commercial Video Tolling Account.
Authorised Customer Contact	Your authorised representative as notified to us by you.
Automatic Payment	A standing authorisation for your Monthly Payment given by you to CityLink Melbourne over: <ul style="list-style-type: none"> • a credit card account; or • a Bank account.
Bank	Any bank or financial institution including a credit card provider.
Business Day	Any day which is not a Saturday, Sunday or public holiday in Melbourne.

CityLink	The Link road and Extension road as defined in the Act, and any part of those roads.
CityLink Customer Centre	The CityLink Customer Centre located at: 67–71 Lorimer Street Docklands, Melbourne 3008 and any other location as advised by us from time to time.
CityLink Melbourne, we, our or us	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents, and nominees.
CityLink Register	The register of vehicles established and maintained by us under section 73A of the Act.
CityLink Registration	The registration by us of your vehicle on the CityLink Register.
Class	A class of vehicle as defined in the Toll Calculation Schedule in the Concession Deed.
Commercial Video Tolling Account	Means an account established by a customer as a 'Commercial Video Tolling Account'.
Concession Deed	The Concession Deed between CityLink Melbourne, the State of Victoria and others attached to the Act.
Customer, you or your	The company, entity, person or person acting on behalf of the company or entity who has opened the Account with us.
Due Payment	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.
EastLink	Has the same meaning as "EastLink" in the EastLink Project Act (2004).
Fee	Means any fee payable to us by you when certain events occur, as set out in clause 19.
Interface Requirement Specifications	means the interface requirement specifications as directed by CityLink from time to time.
Late Toll invoice	A request for payment (or further request for payment) issued by us which may include tolls payable by you and a Toll Administration Fee.
Nominated Vehicle	A vehicle which you have asked us to link to your Account and which is registered on the CityLink Register.
Number Plate	The physical plate which contains the vehicle's Registration Number.
Payment Date	The date fourteen days after the end of a Payment Period
Privacy Code	means the Privacy Code available from the CityLink website.
Registration Number	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).

Remaining Account Balance	The total of any: <ul style="list-style-type: none"> • credit Account Balance; • Security Deposit; and • any other amounts which are treated like a Security Deposit, you have left after all outstanding fees, taxes, tolls, charges and any other amounts you owe us are deducted.
Standing Authorisation Account.	An Account which allows you to pay the Account Balance by Automatic payment.
Start Date	The later of: <ul style="list-style-type: none"> • the date that the Account was opened; and • 3 January 2000.
Sub-Account	A sub-account which you may open with us for convenience in managing your business.
Toll Administration Fee	A toll administration fee fixed under section 71(1A) of the Act. This fee may be payable if you receive a Late Toll invoice.
Toll Zone	A part of CityLink specified to be a toll zone under the Act.
Tolling Customer Ombudsman	means the ombudsman for the tolling industry and the contact details can be obtained from our website.
Trip	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.
Trip Cap	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.

19. Fees relevant to your Account

The following Fees are payable as described in this table (inclusive of Goods and Services Tax (GST) where applicable)

	Description	Amount
Dishonour Fee	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 Bank as a result of your unsuccessful payment.
Late Payment Fee	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.
Re-registration Fee	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
Start Up Fee	This is the amount which you pay us to open your Account.	\$5.50
Vehicle Matching Fee	This is the amount that will be debited to your Account for each Trip to cover our costs associated with the operation and administration of the Registration Number matching System.	\$0.75 per trip.