

citylink.com.au

Managing your account online is quick and simple:

- 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: 13 26 29 (24 hours a day, 7 days a week)

Email: assist@citylink.com.au

Commercial and Taxi accounts

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



Everyday account

customer service agreement

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CityLink
Linking Melbourne

transurban

Owner and manager

CityLink Melbourne Limited

Everyday account customer service agreement

Consolidated for all amendments as at 15 January 2012.

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1. Your agreement with us

This agreement details your rights and obligations for use of CityLink and, in some circumstances, Eligible Toll Roads.

The agreement begins when you accept the agreement by:

- accepting it in writing;
- opening the seal of the e-TAG® pack;
- keeping the e-TAG; 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:

- tell us your name, Address and driver’s licence or passport number, the type of Account you wish to open, the method of payment for your Account and how many e-TAGs you require;

- tell us the Registration Number, make and model of any vehicle to be linked to your Account; and
- pay us the Opening Amount and any other amounts CityLink Melbourne requires under this agreement.

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

You may link up to four e-TAGs and four vehicles to your Account.

Although we may send you a letter or signal your e-TAG to beep 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.

3. e-TAG and the tolling system

You must:

- install and use each e-TAG in line with the instructions supplied with the e-TAG; and
- only use each e-TAG in a Nominated Vehicle of the same Class as the e-TAG (that is a car e-TAG may only be used in a car, a light commercial vehicle e-TAG may only be used in a light commercial vehicle, and a heavy commercial e-TAG may only be used in a heavy commercial vehicle).

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.

4. When you should contact us

Each time your vehicle fitted with your e-TAG passes through a Toll Zone, your e-TAG should “beep”:

One beep indicates that everything is operating normally.

No beep indicates there may be a problem with your e-TAG. You may complete the Trip, but you should contact us before you travel on an Eligible Toll Road again.

Four beeps indicates that the CityLink Registration of your 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 before you travel on an Eligible Toll Road again.

Pre-Pay Accounts Only

One beep, followed by **two short beeps**, means your Account Balance is below the Top Up Trigger (if you are a Manual Payment customer), or your automatic payment facility may have failed (if you are an Automatic Payment customer). You should top up your Account.

You should also contact us as soon as possible when:

- (a) your e-TAG, Nominated Vehicle or Number Plate on a Nominated Vehicle is lost or stolen;
- (b) your e-TAG is damaged;
- (c) 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;
- (d) you change your Address or other contact details (eg. your phone number); or
- (e) you become aware of anything that may or will affect any payment under this agreement.

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 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 the Police report, a statutory declaration or an insurance claim if we request it.

7. Charging Tolls to your Account**Travel on CityLink**

You will be charged tolls for using CityLink which are set in line with the Act. You will be charged tolls for using other Eligible Toll Roads which are set by the relevant Eligible Toll Road operator.

We will debit a toll to your Account when one or more of your Nominated Vehicles, your e-TAG or the Number Plate of your Nominated Vehicle is detected in a Toll Zone or on an Eligible Toll Road, subject to clause 17.

On or after the Start Date for an e-TAG, we may charge tolls and may debit a No Tag in Vehicle Fee to your Account for each Trip that your e-TAG or 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 your Nominated Vehicle is linked to another Account, and your Nominated Vehicle is detected on an Eligible Toll Road without your e-TAG being detected, we may choose which Account will be charged with the tolls and any applicable fees from that Trip.

We will charge Tolls and the Vehicle Matching Fee to your Account:

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

8. Payment to open your Account**Pre-Pay Accounts**

We will credit the Opening Amount to your Account.

Pay-As-You-Go Accounts

Until the end of the first Tag Year, we will treat the Opening Amount as a Security Deposit.

At the end of the first Tag Year, we will credit any amounts remaining from your Opening Amount to your Account.

You must pay us the first Monthly Account Fee when you pay us the Opening Amount. After the earliest Start Date of any of your e-TAGs, you must pay us the Monthly Account Fee on each Monthly Date.

9. Security Deposits

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.

Security Deposits (and other deposits 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 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

Extra e-TAG Amount

You must pay us the Extra e-TAG Amount for each extra e-TAG you ask us to link to your Account.

Pre-Pay Accounts

The Extra e-TAG Amount will be on your account as a credit.

Pay-As-You-Go Accounts

The Extra e-TAG Amount will be treated as a Security Deposit for the first Tag Year for that e-TAG. At the end of that Tag Year, we will credit any remaining Extra e-TAG Amount to your Account.

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 an Administration Fee to your Account.

e-TAG Non-Return Fee

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

This fee may be waived for stolen e-TAGs if you provide us a copy of the Police report, a statutory declaration or an insurance claim if we request it.

Re-registration Fee

We may debit the Re-registration Fee to your Account if 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 Nominated Vehicle 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 Act requires you to pay.

12. Statements

As a customer of a:

	Pre-Pay Account	Pay-As-You-Go Account	
You can elect to have			
Web Statements			Fees or Charges
Monthly Summary	✓	✓	Free
Monthly Detailed	✓	✓	Free
Mailed Statements			
Quarterly Summary	✓	Not available	Free
Quarterly Detail	✓	Not available	Detailed Statement Fee
Monthly Summary	✓	✓	Free
Monthly Detailed	✓	✓	Detailed Statement Fee
Detailed Statements			
One-off requests	✓	✓	One-off Detailed Statement Fee

Summary statements: Shows you all your trips grouped by e-TAG number, date of travel, number of trips and the cost.

Detailed statements: Shows you full details of all your trips.

All copies of your statements can be accessed by logging into the CityLink website.

13. Topping up

Pre-Pay Accounts:

You must keep a positive balance in your Account at all times (ie. your Account Balance must not be zero or less).

If you are an Automatic Payment customer, when we consider that your Account Balance is at or below the Top Up Trigger, your Account must be automatically topped up by us drawing the Agreed Replenishment Amount by Automatic Payment from your Bank account.

If you are a Manual Payment customer you should make sure that you top up your Account by the Agreed Replenishment Amount when your Account reaches the Top Up Trigger. If you allow your Account Balance to drop to zero or less, the CityLink Registration of your Nominated Vehicle may be suspended or cancelled.

When we consider that your Account is below the Low Account Balance, we may send you a notice to remind you to top up your Account.

You must keep your Account Balance below \$5,000 at all times. If your account balance is \$5,000 or above, CityLink Melbourne will report your details to AUSTRAC in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*

Pay-As-You-Go Accounts:

Until the earliest Start Date of any of your e-TAGs, we will not provide you with any credit for tolls incurred by you. You must pay your Monthly Payment on each Monthly Date by Automatic Payment.

Following suspension:

If we have suspended the CityLink Registration of your Nominated Vehicle, subject to the terms and conditions of this agreement, we will re-register your Nominated Vehicles on the CityLink Register when you have made arrangements for the Agreed Replenishment Amount to be drawn from your Bank account.

14. 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 a Manual 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 may 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.

15. 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.

If you believe there is an error (including trips, fees and charges) in your Statement, we require you to tell us of any errors or discrepancies promptly. If we are not contacted within 90 days after receipt of the Statement, we will assume that the Statement is 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.

16. 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 which is the later of:

- (a) 30 days after the date of notification of the changes on our website; or
- (b) the date stated on the copy of changes on our website, except when the changes either reduce fees or charges or are as a result of changes in taxes they will apply as soon as practicable but no later than 30 days after notification of the change on our website.

17. 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 Balance is zero or less or 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) we are required to do so by law;
- (d) 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 contract 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 you may receive a Late Toll invoice from us or an infringement notice from an enforcement agency.

We will only investigate a Late Toll invoice or infringement notice 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.

18. 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.

19. 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.

20. 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 statements) may be:

- given to you personally;
- left at your Address;
- sent to your Address;
- sent by fax to the fax number last notified to us;
- sent by e-mail to the e-mail address last notified to us;
- sent by an SMS message to the mobile phone number last notified to us;
- signalled through your e-TAG 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 4 pm 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.

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 other Eligible Toll Road operators 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.

21. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to this agreement includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a 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 agreement must not be interpreted against us just because we prepared the agreement;
- (g) a reference to any legislation or subordinate legislation includes any modifications or changes;
- (h) headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement; and
- (i) this agreement and the transactions contemplated by this agreement are governed by Victorian law.

22. Definitions

Account	Your CityLink Melbourne account.
Act	The Melbourne City Link Act 1995 (Vic).
Account Balance	If you have a Pre-Pay Account, the total of all of the payments (and other amounts) which have been credited to your Account less any toll, fee, tax, charge or other amount which is debited to your Account. If you have a Pay-as-you-Go Account, on the Monthly Date, the total of all tolls, fees, taxes, charges and other amounts which we have debited to your Toll Account since the last Monthly Date (or for the first Monthly Payment, since the earliest Start Date of any of your e-TAGs) and any other amounts which you owe us since the last Monthly Date (or for the first Monthly Payment, since the earliest Start Date of any of your e-TAGs) less any payments (and other amounts) credited to your Account since the last Monthly Date (or for the first Monthly Payment, since the earliest Start Date of any of your e-TAGs).
Address	The last mailing address advised to us by you.
Automatic Payment	A standing authorisation given by you to us over Pre-Pay Account : a Bank account or a credit card Pay-As-You-Go Account : a credit card account for your Monthly Payment.
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 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.
Concession Deed	The Concession Deed between CityLink Melbourne, the State of Victoria and others attached to the Act.
Eligible Toll Road	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. For further details, please refer to our website.
e-TAG	The transponder device licensed to you for the duration of this agreement.

Holder	The device which will be attached to the windscreen to hold the e-TAG.
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.
Manual Payment	A payment received by us by way of cash, a manual credit card or eftpos transaction, a bank cheque or a personal cheque.
Monthly Date	The day of the month on which we will withdraw funds from your nominated Bank account, which will be the same day of each month as agreed between CityLink Melbourne and you. We will not agree to a change to your Monthly Date until after your first Month. If a month does not contain that day (for example, your Monthly Date is the 29th, 30th or 31st), the Monthly Date will be the last Business Day of that month.
Monthly Payment	If you have a Pay-as-you-Go Account, this is the amount you must pay each month and is equal to the total of your Account Balance on the Monthly Date and the Monthly Account Fee for the following month.
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.
Privacy Code	Means the Privacy Code available from CityLink's 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, toll credits, charges and any other amounts you owe us are deducted. Toll credits cannot be redeemed for cash.
Start Date	If your Account was opened before 3 January 2000, the Start Date is the earlier of: <ul style="list-style-type: none"> • the first date (on or after 3 January 2000) that you use a Toll Zone; and • 28 December 2000, for all e-TAGs which are linked to your Account before that date. If your Account is opened on or after 3 January 2000, the Start Date is the date on which your Account is opened for all e-TAGs which are linked to your Account when it is opened. The Start Date for any other e-TAG is the date on which that e-TAG is linked to your Account.

Tag Year	<p>For each e-TAG, a consecutive 12 month period from:</p> <ul style="list-style-type: none"> the Start Date; or the anniversary of the Start Date. <p>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> <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"> the date that e-TAG is returned to us without being replaced; the date you tell us that the e-TAG has been lost or destroyed and you do not want to replace it; the date that e-TAG is replaced as part of a general release of “new generation” (eg. of an improved technology) e-TAGs; and the date when the CityLink Registration of all vehicles linked to your Account is cancelled.
Tolls	<p>Tolls are the amount payable for travel on CityLink. Tolls are set in accordance with the Toll Calculation Schedule and may be updated quarterly. The full details appear in the Victoria Government Gazette (www.gazette.vic.gov.au). Tolls on CityLink vary depending on the class of the Nominated Vehicle. Tolls on other Eligible Toll Roads are fixed by the Eligible Toll Road operator. Current toll prices are available from those operators.</p>
Toll Administration Fee	<p>A toll administration fee fixed under section 71(1A) of the Act 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.</p>
Tolling Customer Ombudsman	<p>Means the ombudsman for the tolling industry and the contact details can be obtained from our website.</p>
Toll Zone	<p>A part of CityLink specified to be a toll zone under the Act.</p>
Trip	<p>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 EastLink, a Trip will be as defined in the EastLink Project Act (2004). For other Eligible Toll Road, a Trip will be defined by each Respective Eligible Toll Road operator.</p>
Trip Cap	<p>The maximum tolls which will be debited to your Account for each Trip. The amount is determined by us in line with the Act.</p>
You/your	<p>You, the customer, who has opened the Account with us and your properly authorised agents.</p>

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

	Description	Amount, Fee or Charge
Agreed Replenishment Amount	<p>If you have a Pre-Pay Account with Automatic Payment, the amount that we will draw from your bank account or credit card account after your Account Balance falls below the Top Up Trigger as explained in clause 13.</p> <p>If you have a Pre-Pay Account with Manual Payment this is the amount by which you must top up your Account.</p>	<p>Either: This is:</p> <ul style="list-style-type: none"> (a) the greater of: <ul style="list-style-type: none"> \$40.00; or (b) any larger amount selected by you and agreed by us.
Detailed Statement Fee	<p>Each month or quarter you agree to pay this fee we will mail you a detailed statement for the statement period.</p>	<p>Either:</p> <ul style="list-style-type: none"> (a) \$2.75 per month or (b) \$2.75 per quarter to be mailed a detailed statement to your nominated address.
Dishonour Fee	<p>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.</p>	<p>The charge imposed on us by our Bank as a result of your unsuccessful payment.</p>
e-TAG Non-Return Fee	<p>This is the amount that you must pay us if your e-TAG is lost, damaged or not returned to us under this agreement.</p>	<p>\$55.00 per e-TAG device not returned.</p>
Extra e-TAG Amount	<p>This is the amount you must pay us for each extra e-TAG device you link to your Account.</p>	<p>(a) Pre-Pay Account:</p> <ul style="list-style-type: none"> \$50.00 credit to your Account. <p>(b) Pay-as-you-Go Account:</p> <ul style="list-style-type: none"> \$20.00 (refundable deposit converting to a credit to your Account after a year).
Low Account Balance	<p>If you have a Pre-Pay Account, and your Account Balance falls below this amount, we may send you a letter to remind you to top up your Account.</p>	<p>The balance at which we believe that you should be reminded to top up your Account.</p>

continued next page.

	Description	Amount, Fee or Charge
Minimum Annual Payment	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).
Monthly Account Fee	This fee is debited only to Pay-as-you-Go Accounts for the administration of your Account per month (payable in advance).	\$2.75 per e-TAG device linked to your Account.
No Tag in Vehicle Fee	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.
One-off Detailed Statement Fee	You pay this fee to get a one-off detailed statement.	\$3.30 for each time you request a one-off detailed statement.
Opening Amount	This is the amount which you pay us to open your Account.	(a) Pre-Pay Account: • \$50.00 credit for each e-TAG linked to your Account. (b) Pay-As-You-Go Account: • \$2.75 Monthly Account Fee plus • \$20.00 refundable deposit for each e-TAG device linked to your Account. This amount is converted to a credit to your Account after the first Tag Year.

	Description	Amount, Fee or Charge
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.	\$11.00 for re-registering vehicles linked to your CityLink Account.
Security Deposit	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.
Top Up Trigger	This is the Account Balance at which a top up payment should be made.	<ul style="list-style-type: none"> For Pre-Pay Manual Account Payment customers, the Top Up Trigger is set at an Account balance of \$25. When your Account Balance falls to this amount, you will hear one beep, followed by two short beeps, and you should top up your Account by paying, as a minimum, the Agreed Replenishment Amount. For Pre-Pay Automatic Payment customers, the Top Up Trigger can be any amount greater than \$20 set by the customer. When your Account Balance falls to this amount, we will draw the Agreed Replenishment Amount from your nominated bank account or credit card.
Voluntary replacement fee	This is 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