

citylink.com.au

Going online is the quickest and most convenient way to:

- 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



Melbourne Pass

customer service agreement

CityLink Melbourne Limited

Melbourne Pass 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 the Melbourne Pass on CityLink and on EastLink.

The agreement begins when you accept the agreement by accepting it in writing or clicking on the "I accept" button on our website.

2. Linking your vehicle to your Melbourne Pass and the Register

You must provide us with details of the vehicle that you wish to have linked to your Melbourne Pass before or no later than 48 hours after using that vehicle on any Eligible Toll Road.

We will register the vehicle that is linked to your Melbourne Pass on the Register when you provide us with all the information we need as well as any payment required under this agreement. The vehicle information needed includes the State and Number Plate Details of the vehicle and vehicle type. Registration only occurs when your vehicle is recorded as registered on the Register by us.

You must link at least one vehicle to your Melbourne Pass.

Your Nominated Vehicle must have clearly readable Number Plates. Your Nominated Vehicle must have front and rear Number Plates and their placement must conform to the relevant regulations of the relevant registration authority (eg. VicRoads).

3. The road tolling system

Trips on Eligible Toll Roads

Eligible Toll Road operators may operate electronic tolling systems on toll roads to detect vehicles that make Trips on those toll roads by identifying your vehicle's Number Plate Details. The Eligible Toll Road operator may send Trip data and the relevant tolls to us so we can charge those tolls (and any applicable fees) to your Melbourne Pass.

4. When you should contact us

You should contact us as soon as possible when:

- your Nominated Vehicle or number plate on your Nominated Vehicle is lost or stolen;
- you want to remove your Nominated Vehicle from your Account (eg. you sell that vehicle), or you change the Number Plate Details of a Nominated Vehicle which is linked to your Account, or you want to link another vehicle to your Account;
- you change your contact details; or
- you become aware of anything that may or will affect any payment under this agreement.

If you do not contact us as soon as you become aware of anything that may or will affect a payment under this agreement, the Registration of your Nominated Vehicle may be suspended or cancelled.

5. If your Nominated Vehicle or Number Plate is stolen

We will not charge tolls or the Vehicle Matching Fee to your Melbourne Pass if after you have notified both the police and us that:

- your Nominated Vehicle has been stolen, we detect that Nominated Vehicle at a Toll Zone; or
- the number plate of your Nominated Vehicle has been stolen, we detect that number plate on a vehicle (if that vehicle is not your vehicle) at a Toll Zone.

We will resume charging tolls to your Melbourne Pass 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.

6. Charging tolls and Vehicle Matching Fees to your Melbourne Pass

We will charge a toll and the Vehicle Matching Fee to your Melbourne Pass each time that we are notified of a Trip made by your Nominated Vehicle.

The tolls that we charge you for a Trip will be the relevant toll set by the Eligible Toll Road operator for that Trip. Current toll prices are available from those operators.

We will charge tolls and the Vehicle Matching Fee to your Melbourne Pass:

- 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.

7. Payment of your Melbourne Pass

Tolls, fees and charges are debited by us to your Account Balance. When your Account Balance is at or below the Top Up Trigger your Melbourne Pass will be automatically topped up by us drawing the Agreed Replenishment Amount by Automatic Payment from your credit card.

We will draw a Closing Payment Amount from your credit card on the Finalise Date. The Finalise Date is after the End Time that you have nominated. The amount drawn is to finalise any outstanding Tolls, fees and charges.

8. When is a payment made?

Payments are made to your Melbourne Pass when we receive them.

We will receive your payments when credited successfully to our Bank account.

If your Automatic Payment has failed, we will receive your payments:

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

9. When you agree to additional payments

We may debit any Fee, tax, charge or amount to your Melbourne Pass if you have agreed to pay or you owe that Fee, tax, charge or amount to us under this agreement.

10. Complaints, questions and disputes

If you have a dispute or wish to make a complaint about the Registration of your vehicle or a payment or an amount debited, credited or not credited to your Melbourne Pass, 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 Transurban 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 **Melbourne Pass** for all or part of the disputed amount; or
- make other arrangements reasonably necessary to allow for the continued operation of your **Melbourne Pass**, until the dispute is resolved.

11. Changing the agreement

We may change this agreement (including any amount, fee or deposit) by publishing the changes on CityLink Melbourne's website, the date from which they will apply, and how you may obtain a copy of them 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:

- 30 days after the date of notification of the changes on our website; or
- 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.

A change to the tolls for using the Eligible Toll Roads is not a change to this agreement and therefore this clause does not apply. Tolls are determined in line with the relevant legislation.

A change to the Vehicle Matching Fee is not a change to this agreement and therefore this clause does not apply. The Vehicle Matching Fee for Trips on CityLink is determined by CityLink Melbourne. The Vehicle Matching Fee for Trips on EastLink is determined by ConnectEast.

12. A Melbourne Pass expires at the End Time

Your Melbourne Pass expires at the End Time that you nominated when setting up your Melbourne Pass.

Trips made using your Nominated Vehicle after the End Time nominated on your Melbourne Pass will not be charged to your Melbourne Pass and the owner of that vehicle may commit an offence and receive a Late Toll invoice or an infringement notice from an enforcement agency.

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 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 will cancel the Registration of your Nominated Vehicle at the End Time nominated on your Melbourne Pass.

We may suspend or cancel the Registration of your Nominated Vehicle before the End Time nominated on your Melbourne Pass if:

- your Automatic Payment fails;
- you are, or appear likely to become, bankrupt;
- your Nominated Vehicle or the Number Plate of your Nominated Vehicle is reported as lost or stolen to both the police and us;
- we consider that you have not told us of a change of a Nominated Vehicle linked to your Melbourne Pass or of a change of the Number Plate Details of your Nominated Vehicle;
- your Nominated Vehicle does not have front and rear number plates that conform to the relevant regulations of the relevant registration authority (eg. VicRoads);
- we are required to do so by law; or
- for any other reason (including breach of this agreement by you), we reasonably consider suspension or cancellation of the Registration of your Nominated Vehicle is necessary.

If we have suspended or cancelled the Registration of your vehicle, we may send a notice to the contact details last advised by you.

You agree that this is a reasonable method of notice for us to use and consent to disclosure of your personal information relating to your Melbourne Pass and your contact details for registration purposes.

We may also notify you of suspension or cancellation by giving notice in any other way allowed under this contract, the Melbourne City Link Act 1995 (Vic) or the EastLink Project Act 2004 (Vic).

If you wish to use a vehicle on any Eligible Toll Road after the Registration of your vehicle has been cancelled, you must first contact us and re-register your vehicle on the Register by setting up a new Melbourne Pass, or opening a new account with CityLink Melbourne. Alternatively, you may make arrangements to pay tolls through another service provider.

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

If the Registration of your Nominated Vehicle linked to your Melbourne Pass is cancelled, then within 5 Business Days of receiving notice of that cancellation, you must pay any debit Account Balance and any other amount you owe us.

14. When this agreement ends

This agreement ends on the Finalise Date. The ending or cancellation of this agreement for any reason does not affect any rights that either you or we have against each other that 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 any Eligible Toll Road, your installation, 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.

16. Notices

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

- given to you personally;
- 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; or
- given to you in any other way the law allows.

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 sent by e-mail or SMS, they are taken to be received on the next day after the date of sending.

17. 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.

18. Interest

You will not earn interest on any credit Account Balance on your Melbourne Pass.

19. 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 two 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; and
- (h) headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement.

This agreement and the transactions contemplated by this agreement are governed by Victorian law.

20. Definitions

Act	The Melbourne City Link Act 1995 (Vic).
Account Balance	The total of all tolls, fees, taxes, charges and any other amounts which you owe us which is debited to your Melbourne Pass less any payments (and other amounts) credited to your Melbourne Pass.
Bank	means any bank or financial institution including a credit card provider.
Business Day	means any day that is not a Saturday, Sunday or public holiday in Melbourne.
CityLink	means The Link road and Extension road as defined in the Melbourne City Link Act 1995 (Vic) and any part of those roads.
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.
EastLink	means EastLink as defined in the EastLink Project Act 2004 (Vic) and any part of that road.
Eligible Toll Road	Includes CityLink and EastLink on which a toll is levied for the passage of vehicles and on which you can use your CityLink Melbourne Pass or your Nominated Vehicle. For further details, please refer to our website.
End Time	The date and time you nominated when setting up your Melbourne Pass and means the last day and time on which Trips made using your Nominated Vehicle on Eligible Toll Roads will be charged to your Melbourne Pass. The Registration of your Nominated Vehicle will be cancelled at the time on the date you nominated when setting up your Melbourne Pass, or at a date and time subsequently advised.
Finalise Date	The day when CityLink debits funds from your nominated credit card to finalise any outstanding Tolls, fees and charges remaining on your Melbourne Pass. The Finalise Date can be up to eight (8) weeks from the Start Time or from the last day you had extended your Melbourne Pass.
Late Toll invoice	means a request for payment (or further request for payment) issued by us or another toll road operator which may include tolls payable by you and a Toll Administration Fee.
Melbourne Pass	means your account with us.
Nominated Vehicle	means a vehicle you have asked us to link to your Melbourne Pass and is registered on the Register and linked to your Melbourne Pass and for clauses 4, 5, and 20 only, also includes a vehicle you ask us to link to your Melbourne Pass.
Number Plate	The physical plate which contains the vehicle's Registration Number.
Start Time	The date and time you nominated when setting up your Melbourne Pass and means the first day and time on which Trips made using your Nominated Vehicle on Eligible Toll Roads will be charged to your Melbourne Pass.
Tolls	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.

Toll Administration Fee	A toll administration fee fixed under section 71(1A) of the Act in relation to CityLink or the EastLink Project Act 2004 (Vic) or as fixed by an operator of another Eligible Toll Road. This fee may be payable if you receive a Late Toll Invoice.
Tolling Customer Ombudsman	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.
You/your	You, the customer, who has opened the Melbourne Pass with us and your properly authorised agents.

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

	Description	Amount, Fee or Charge
Account Maintenance Fee	Each time you modify, extend or close your Melbourne Pass before the End Time ; or when you change Contact Details or Credit Card Details.	Free when maintained on citylink.com.au \$2.00 when maintained via our call centre (more than 24 hours after Melbourne Pass establishment).
Additional Number Plate Registration Fee	Whenever additional Number Plates are registered to your Melbourne Pass (more than 24 hours after Melbourne Pass establishment).	\$0.25 per additional Number Plate when added at citylink.com.au \$2.00 per transaction when added via the call centre.
Agreed Replenishment Amount	The amount drawn from your credit card after the Account Balance falls below the Top Up Trigger.	The amount necessary to return your Account Balance to \$0.00.
Closing Payment Amount	The amount drawn from your nominated credit card on the Finalise Date.	The amount necessary to finalise any outstanding tolls, fees and charges.
Debt Cost Recovery Fee	Any costs (including legal costs) incurred by us in recovering a debt from you. These costs will be debited to your Melbourne Pass. If your Melbourne Pass is in arrears and we attempt to recover the debt from you, the Debt Cost Recovery Fee will be debited to your Melbourne Pass and the aggregate of that debt and any applicable fees may be recovered from you by us.	Amount incurred by us.

	Description	Amount, Fee or Charge
Credit Card surcharge	The additional amount that we may debit to your Melbourne Pass when you use a specified credit card to make a payment. The surcharge covers the processing costs imposed on CityLink Melbourne by the specified credit card.	Diners Club – 1.5% of payment amount. Other cards – 0% of payment amount.
Dishonour Fee	The amount that will be charged to your Melbourne Pass if your payment is not successfully made, unless the unsuccessful payment is caused by us or our Bank.	\$1.00
Statement Fee	A free statement will be emailed to your nominated email address at the end of the Melbourne Pass period. The amount debited to your Melbourne Pass when you request a statement other than the free email statement sent at the end of the Melbourne Pass period.	Request via citylink.com.au – Free Free via e-mail Request via Call Centre – \$2.00 for email \$5.00 via post
Opening Fee	The amount charged when your Melbourne Pass is set up.	\$5.50 for a Melbourne Pass to set up at any channel.
Top Up Trigger	When your Account Balance falls to this amount we will draw the Agreed Replenishment Amount from your credit card.	\$10.00, or any larger amount as agreed.
Vehicle Matching Fee	This is the amount that will be debited from your Melbourne Pass (as well as tolls), for each Trip that any Nominated Vehicle is detected using an Eligible Toll Road.	We will charge you the amount set by CityLink and ConnectEast. The current amounts are available at www.citylink.com.au and www.eastlink.com.au respectively.