

citylink.com.au

Going online is the quickest and most convenient way to:

- Managing 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: 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)

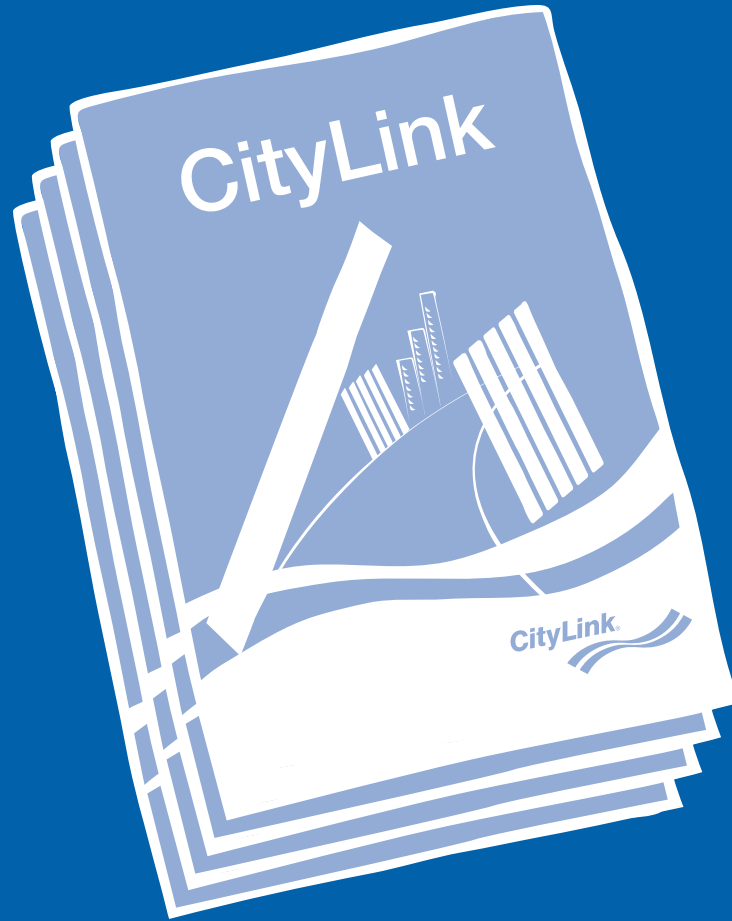
8am – 6pm Monday to Friday

9am – 5pm Saturday

Closed Sundays and Public Holidays

TTY service for hearing impaired: 1300 134 132

Interpreter service: 13 14 50



CityLink Passes

customer service agreement

CityLink Melbourne Limited

CityLink Passes Customer service agreement
Consolidated for all amendments as at 25 November 2008

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1. When this agreement starts

This agreement starts when you accept this customer service agreement in writing, orally or by conduct (e.g. in person or by telephone or by clicking on the "I accept" button on our website). If you use CityLink and then buy a CityLink Pass, you agree that this agreement will have started immediately before you used CityLink.

2. What to do if you want a CityLink Pass

2.1 What is a CityLink Pass?

There are three types of CityLink Pass. They are the:

- **24 Hour Pass**

The 24 Hour Pass is an arrangement for the driver of a Nominated Vehicle who wishes to use any or all of CityLink during a fixed 24 hour period starting from the time of your first Trip on your Nominated Day (a "24 Hour Pass").

- **Weekend Pass**

The Weekend Pass is an arrangement for the driver of a Car, LCV or Taxi who wishes to use any or all of CityLink during a Weekend (a period starting at Noon on Friday and ending at Midnight on the immediately following Sunday) (a "Weekend Pass"). The Nominated Day for a Weekend Pass must be a Saturday.

- **Tulla Pass**

The Tulla Pass is an arrangement for the driver of a Car, LCV or Taxi who wishes to use only the Tulla Section of CityLink during a fixed 24 hour period starting from the time of your first Trip on your Nominated Day. The Nominated Day for a Tulla Pass can be any day.

The Tulla Pass is only available:

- for travel in either direction on the Tulla Section (being the Tullamarine Freeway Upgrade between Bulla Road and Flemington Road); and
- for Cars, LCV's or Taxi's.

2.2 What you must do to use CityLink

You must do the following things if you want to buy a CityLink Pass:

- tell CityLink Melbourne your Nominated Day, the details of your Nominated Vehicle and the type of CityLink Pass you wish to buy; and
- pay CityLink Melbourne the relevant CityLink Pass Toll.

2.3 When is your Nominated Vehicle registered?

- CityLink Melbourne agrees to register your Nominated Vehicle on the CityLink Register if:
 - you do the things required by clause 2.2;
 - no more than 12 CityLink Passes have been used for the Nominated Vehicle in the Year commencing on the day that the Nominated Vehicle is first used on CityLink (including the CityLink Pass used for that day); and
 - If it is a Car, LCV or Taxi, for the specified period of:
 - 24 Hour Pass or Tulla Pass, 24 hours starting from your first Trip on your Nominated Day; or
 - Weekend Pass, from Noon on Friday immediately before your Nominated Day and expiring at Midnight on Sunday immediately after your Nominated Day (that Nominated Day being a Saturday).
 - if it is a HCV 24 Hour Pass, for the specified period of 24 hours starting from your first Trip on your Nominated Day;
- Your CityLink Pass only takes effect when your Nominated Vehicle is actually recorded as registered on the CityLink Register by CityLink Melbourne. If you buy your CityLink Pass after your first Trip on your Nominated Day, your CityLink Registration will be recorded as starting from:
 - the time of your first Trip on your Nominated Day if you purchase a 24 Hour Pass or a Tulla Pass; or
 - Noon on the Friday immediately before your Nominated Day if you purchase a Weekend Pass.
- If you bought a Tulla Pass, CityLink Melbourne will only register your Nominated Vehicle in respect of the toll zone on the Tulla Section.
- If you bought a:
 - 24 Hour Pass or Tulla Pass, your CityLink Pass expires and your Nominated Vehicle will no longer be registered on the CityLink Register:
 - 24 hours after your first Trip on your Nominated Day; or

- if you do not make a Trip on your Nominated Day, at Midnight on your Nominated Day; or
- (2) Weekend Pass, your CityLink Pass expires at Midnight on the Sunday immediately after your Nominated Day; or
- (e) Your CityLink Pass expires when CityLink Melbourne records it as expired on the CityLink Register or when CityLink Melbourne removes your Nominated Vehicle from the CityLink Register.
- (f) CityLink Melbourne may register your Nominated Vehicle even if you haven't complied with clause 2.2.

2.4 How your CityLink Pass works

A CityLink Pass only allows you to use:

- (a) CityLink if you bought a:
 - (1) 24 Hour Pass, for a period of 24 consecutive hours starting from the time of your first Trip on your Nominated Day; or
 - (2) Weekend Pass, for a period starting at Noon on the Friday immediately before your Nominated Day and expiring at Midnight on the Sunday immediately after your Nominated Day; or
- (b) the Tulla Section if you bought a Tulla Pass, for a period of 24 consecutive hours starting from the time of your first Trip on your Nominated Day and in your Nominated Vehicle. You agree and acknowledge that you are only permitted to travel on the Tulla Section if you have purchased a Tulla Pass. You understand that any other use of CityLink, (including, where you have bought a Tulla Pass, travel on CityLink in your Nominated Vehicle on your Nominated Day but outside the Tulla Section) without alternative account arrangements (eg a CityLink Melbourne account), may be an offence under the Act and the Owner of the Nominated Vehicle may be issued with a Late Toll Invoice from us or an infringement notice from an enforcement agency.

A CityLink Pass only allows you to use CityLink. You cannot use it to travel on EastLink.

3. Your Nominated Day and Nominated Vehicle

3.1 Which day you can nominate

The Nominated Day for your CityLink Pass may only be:

- (a) the day you buy the CityLink Pass (eg today);
- (b) any day after the day you buy the CityLink Pass (eg tomorrow or later); or
- (c) any of the three days immediately before you buy the CityLink Pass (eg yesterday).

3.2 How to change your Nominated Day or your Nominated Vehicle

- (a) You may only change:
 - (1) your Nominated Vehicle by contacting CityLink Melbourne BEFORE 10 PM on the day before your

Nominated Day (for a Tulla Pass and 24 Hour Pass), or BEFORE 10 AM on the Friday before your Nominated Day (for a Weekend Pass), and nominating another vehicle of the same Class to be your new Nominated Vehicle;

- (2) your Nominated Day to be a day after your original Nominated Day by contacting CityLink Melbourne BEFORE 10 PM on the day before your original Nominated Day (for a Tulla Pass and 24 Hour Pass), or BEFORE 10 AM on the Friday before your original Nominated Day (for a Weekend Pass), and nominating any future day to be your new Nominated Day; or
- (3) your Nominated Day to be a day before your original Nominated Day by contacting CityLink Melbourne BEFORE 10 PM on the day before your new Nominated Day (for a Tulla Pass and 24 Hour Pass), or BEFORE 10 AM on the Friday before your new Nominated Day (for a Weekend Pass), and nominating any future day to be your new Nominated Day.

- (b) You understand that CityLink Melbourne may not be able to change your Nominated Vehicle or Nominated Day if you cannot quote your CityLink Pass Number.

3.3 What if you do not use your CityLink Pass on your Nominated Day?

You understand that if you do not use CityLink on your Nominated Day you will not be able to receive either a refund or a replacement CityLink Pass.

4. What if your Nominated Vehicle is lost or stolen?

If you notify both the police and CityLink Melbourne that your Nominated Vehicle has been lost or stolen and it is not recovered before the Nominated Day, you may request CityLink Melbourne to:

- (a) change your Nominated Vehicle; or
- (b) refund the relevant CityLink Pass Toll within 14 days.

5. Limit on number of CityLink Passes

You understand that:

- (a) you are responsible for ensuring that your Nominated Vehicle is registered on the CityLink Register each time you use CityLink;
- (b) a total of 12 CityLink Passes only may be used for any Nominated Vehicle in a Year and that:
 - (1) the date that a CityLink Pass is used is the Nominated Day for that CityLink Pass; and
 - (2) each 24 Hour Pass, Weekend Pass and Tulla Pass used for a Nominated Vehicle will be treated as 1 CityLink Pass.
 - For example, 12 24 Hour Passes or 12 Weekend Passes or 12 Tulla Passes or any combination (eg 5 24 Hour Passes and 3 Weekend Passes and 4 Tulla

Passes) totalling no more than 12 CityLink Passes may be used for any Nominated Vehicle in any consecutive, rolling 12 month period.

- (c) in any Year, CityLink Melbourne will not register your Nominated Vehicle on the CityLink Register when you buy a CityLink Pass if more than 12 CityLink Passes have been used for your Nominated Vehicle in that Year.
- For example, even if you have bought a CityLink Pass for the Nominated Vehicle for the day you use it on CityLink, you may commit an offence under the Act and the Owner of the Nominated Vehicle may be issued with a Late Toll Invoice from us or an infringement notice from an enforcement agency.

6. Changing this customer service agreement

- (a) CityLink Melbourne may change this customer service 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.
- (b) You may check the current customer service agreement by:
- visiting CityLink Melbourne's website – www.citylink.com.au; or
 - contacting the CityLink Customer Centre.
- (c) This clause 6 does not apply to the CityLink Pass Toll which is set in line with the Act.

7. 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, 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 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.

8. Liability and complying with laws

CityLink Melbourne is not responsible for any loss connected to your use of CityLink. You must comply with all laws when you use CityLink.

9. General

9.1 This agreement is the entire agreement

This agreement is the full agreement between you and CityLink Melbourne about the CityLink Registration of your Nominated Vehicle and the other matters covered by this agreement.

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. CityLink Melbourne's liability for any breach of any term or warranty under the Trade Practices Act and Fair Trading Act which by law cannot be excluded from this agreement is limited to the maximum extent the law allows.

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

- (a) Any provision of this agreement must be read down to the extent necessary to prevent that provision or this agreement being invalid, voidable or unenforceable in the circumstances.
- (b) Despite clause 9.3(a), if a provision of this agreement is still invalid or voidable or not enforceable:
- if the provision would not be invalid or voidable if a word or words were removed, that word or those words will be deleted; and
 - in any other case, the whole provision will be deleted, and the rest of this agreement will continue to be fully enforceable.

9.3 When this agreement ends

The ending of this agreement does not affect any rights that either you or we have against each other which arose at or before the end of this agreement.

9.4 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) or as detailed in the Privacy Code.

You consent to any of your Account information or 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.

9.5 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 CityLink Melbourne's tolling equipment will take and may retain an image of your Nominated Vehicle's Registration Number when your Nominated Vehicle travels on CityLink.

10. Complaints, questions and disputes

- (a) In this agreement unless the contrary intention appears:
- a reference to this agreement includes any variation to it;
 - a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;

- a reference to a time or date is a reference to that time or date in Melbourne;
 - a reference to 12 am in relation to a particular day means the beginning of that day;
 - headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement.
- (b) This agreement and the transactions contemplated by this agreement are governed by Victorian law.
- (c) A right of CityLink Melbourne created under this agreement may only be waived by CityLink Melbourne in writing signed by CityLink Melbourne.
- (d) The ending of this agreement for any reason does not affect any rights that either you or CityLink Melbourne might have against each other which arose at or before the end of this agreement.
- (e) You represent and warrant to CityLink Melbourne that you have the power, authority and capacity to enter into this agreement with CityLink Melbourne.

Meaning of Words

Act	The Melbourne City Link Act 1995 (Vic).
Car	Has the same meaning as defined in the Toll Calculation Schedule of the Concession Deed which is the first Schedule to the Act.
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 CityLink Customer Centres advertised by CityLink Melbourne from time to time.
CityLink Melbourne	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents and nominees.
CityLink Pass	The registration of your Nominated Vehicle under Part 4 of the Act, for a period of: <ul style="list-style-type: none"> • 24 hours from your first Trip if you buy a 24 Hour Pass; • starting at Noon on a Friday and ending at Midnight on the following Sunday if you buy a Weekend Pass; • 24 hours from your first Trip for travel in either direction in the Tulla Section if you buy a Tulla Pass; and as registered on the CityLink Register.
CityLink Pass Number	An identifying number for your CityLink Pass that CityLink Melbourne provides to you.
CityLink Pass Toll	The toll price for the type of CityLink Pass you are purchasing and the Class of your Nominated Vehicle which is set in line with the Act.
CityLink Register	The register of vehicles established and maintained by CityLink Melbourne under section 73A of the Act.
CityLink Registration	The registration by CityLink Melbourne of your Nominated Vehicle on the CityLink Register.

Class	A class of vehicle as defined in the Toll Calculation Schedule of the Concession Deed which is the first Schedule to the Act. (Vehicles are classified as Cars, LCV's, heavy commercial vehicles and motorcycles).
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
LCV	A "Light Commercial Vehicle" which has the same meaning as defined in the Toll Calculation Schedule of the Concession Deed which is the first Schedule to the Act.
Midnight	Means the point of time when a day ends.
Nominated Day	The day you have nominated under clause 2.2 (or as changed under clause 3.2).
Nominated Vehicle	The vehicle (or if you buy a Weekend Pass or a Tulla Pass, the Car or LCV) you have asked CityLink Melbourne to register on the CityLink Register, the Registration Number of which has been given to CityLink Melbourne under clause 2.2 (or as changed under clause 3.2).
Noon	Means midday, or 12 pm.
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).
Privacy Code	means the Privacy Code available from the CityLink website
Trip	The driving of a vehicle in one direction on a part of CityLink specified to be a toll zone under the Act (or in respect of a Tulla Pass only, the driving of a vehicle in one direction on the toll zone within the Tulla Section). (Your first Trip for any particular day starts from the first time your Nominated Vehicle is detected in a toll zone on that day).
Toll Administration Fee	A toll administration fee fixed under the Act or by a relevant government authority. This fee may be payable if you receive a Late Toll Invoice.
Tolling Customer Ombudsman	means the ombudsman for the tolling industry and the contact details can be obtained from our website.
Tulla Section	That part of CityLink being the Tullamarine Freeway Upgrade, between Bulla Road and Flemington Road including the toll zone (as specified by CityLink Melbourne under s71 of the Act) between Moreland Road and Brunswick Road.
Year	A consecutive 12 month period from any particular day to the anniversary of that day.
You/your	You, the customer who has bought this CityLink Pass from CityLink Melbourne and your properly authorised agents.

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