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- Pay a Late Toll invoice;
- View live traffic conditions through webcams;
- Use the toll calculator to calculate your trip charge; and
- Use the interactive product selector to help you choose a product that suits your needs.

## Commercial and Taxi accounts

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

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

## CityLink Customer Centre

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

8am – 6pm Monday to Friday

9am – 5pm Saturday

Closed Sundays and Public Holidays

TTY service for hearing impaired: 1300 134 132

Interpreter service: 13 14 50



# Taxi Owner, Taxi Driver & Taxi Owner/Driver

customer service agreement

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**CityLink**  
Linking Melbourne

**transurban**

Owner and manager

# CityLink Melbourne Limited

Consolidated for all amendments as at 1 May 2009

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## Taxi Owner Terms and Conditions

### 1. What this agreement is about

This Customer Service Agreement is the agreement between the Owner and CityLink Melbourne for the Owner's Taxis using CityLink and Eligible Toll Roads.

If a vehicle uses an Eligible Toll Road without being registered by CityLink Melbourne on the CityLink Register or exempt from the requirement to be registered, the driver of that vehicle may commit an offence under the Act.

CityLink Melbourne has a special arrangement for the exemption of Taxis from the requirement to be registered on the CityLink Register to use an Eligible Toll Road. To be exempt, the Taxi must:

- be registered on the Taxi Vehicle Register; and
- be driven by a person who is registered on the Taxi Driver Register.

The Taxi Driver Register and Taxi Vehicle Register are special registers maintained by CityLink Melbourne and are different from the CityLink Register.

The driver of an exempt Taxi will be primarily responsible for paying tolls for the use of an Eligible Toll Road, and will have an e-TAG® device linked to a CityLink Account with CityLink Melbourne.

The Owner of a Taxi will only have to pay tolls where the driver's e-TAG device was not detected by CityLink Melbourne or another Eligible Toll Road operator (see clauses 4 and 5).

**Please note that the term "Taxi Registration" when used in this agreement is not the same as the Owner's Taxis being registered with VicRoads or the Victorian Taxi Directorate.**

**Taxi Registration means that the Taxi is registered on the Taxi Vehicle Register.**

**The Owner and CityLink Melbourne have rights and obligations under the Act and the law generally. These rights and obligations are separate and in addition to the operation of this agreement.**

To check the meaning of any word or the amount of any fee or charge see the "Meaning of Words" section in Schedule 1 at the back. If the Owner has any questions about this agreement, the Taxi Registration of your Taxis, your CityLink Account or anything else, please contact the CityLink Customer Centre on 1300 360 962 or at 67 Lorimer Street, Docklands.

The Owner may contact the EastLink Customer Centres for the services detailed in clause 2.6.

The Owner should carefully read this entire agreement.

## 2. What to do before using CityLink

### 2.1 When this agreement starts

This agreement starts when the Owner accepts this Customer Service Agreement in writing, orally or by conduct (eg by installing or keeping the Holders or by paying the initial Annual Account Fee).

If the Owner does not want to accept this Customer Service Agreement, the Owner must return the Holders to CityLink Melbourne as soon as possible.

### 2.2 What the Owner must do before using an Eligible Toll Road

**The Owner must do** the following things before allowing any of the Owner's Taxis to use an Eligible Toll Road:

- (a) tell CityLink Melbourne the Owners name and mailing address;
- (b) tell CityLink Melbourne the Registration Number, make, model and year of each Taxi to be linked to the CityLink Account; and
- (c) install a Holder in each Taxi in line with the instructions supplied with the Holder.

The Owner's Taxis must be registered on the Taxi Vehicle Register before the Owner allows any of the Owner's Taxis to use an Eligible Toll Road (see clause 2.3).

### 2.3 Taxi Registration of the Owner's Taxis

- (a) CityLink Melbourne agrees to register the Owner's Taxis on the Taxi Vehicle Register if the Owner does the things required by clause 2.2. CityLink Melbourne may register the Owner's Taxis notified to CityLink Melbourne under clause 2.2(b) even if the Owner hasn't complied with clause 2.2. The registration of the Taxis on the Taxi Vehicle Register only takes effect when the Taxis are actually recorded as registered on the Taxi Vehicle Register by CityLink Melbourne.

- (b) The Owner may check whether a Taxi is registered on the Taxi Vehicle Register by contacting the CityLink Customer Centre on 1300 360 962.
- (c) If the registration of a Taxi on the Taxi Vehicle Register is suspended or cancelled, the Owner's Taxi will no longer be:
  - registered on the Taxi Vehicle Register; and
  - exempt under the Act from the requirement to be registered on the CityLink Register, (see clause 13).

### 2.4 The Owner may link extra Taxis to the CityLink Account

The Owner may link extra Taxis to the CityLink Account. The Owner must give details of these Taxis to CityLink Melbourne including the Registration Number of each Taxi.

### 2.5 Sub-Accounts

The Owner may open Sub-Accounts by contacting the CityLink Customer Centre.

### 2.6 EastLink Customer Service Centres

The Owner may use the EastLink Customer Centres for the following services:

- opening a CityLink Account;
- ongoing maintenance of a CityLink Account;
- making payments on a CityLink Account;
- replacing an e-TAG; and
- closing a CityLink Account.

For more details regarding the EastLink Customer Centres, please visit [www.eastlink.com.au](http://www.eastlink.com.au).

## 3. Tolling system

### 3.1 Removing the Holder

If the Owner needs to remove the Holder from the windscreen of any of the Nominated Taxis, the Owner must comply with any instructions provided by CityLink Melbourne.

### 3.2 Electronic tolling system

CityLink Melbourne will operate its electronic tolling system to detect Taxis which use CityLink by identifying the driver's e-TAG device or the Nominated Taxi linked to the Owner's CityLink Account.

Other Eligible Toll Road operators may operate electronic tolling systems to detect vehicles which use their toll roads by identifying the driver's e-TAG device or the Nominated Taxi linked to the Owner's CityLink Account.

### 3.3 Responsibility for Nominated Taxis

- (a) Although CityLink Melbourne may send a letter to the Billing Address to tell the Owner about certain events which affect the Taxi Registration of a Nominated Taxi, the Owner is responsible for making sure that the Taxi Registration of a Taxi is not suspended or cancelled.
- (b) The Owner is responsible for payment of all tolls incurred for Trips by all Nominated Taxis linked to the CityLink Account if an Eligible Toll Road operator does not detect an e-TAG device in the Taxi for that Trip.

## 4. When the Owner should contact CityLink Melbourne

### 4.1 When the Owner should make contact

The Owner should contact the CityLink Customer Centre on 1300 360 962 as soon as possible when:

- (a) a Nominated Taxi or the Number Plate of a Nominated Taxi is lost or stolen;
- (b) the Owner wants to unlink a Nominated Taxi from the CityLink Account, changes the Registration Number of a Nominated Taxi which is linked to the CityLink Account, or wants to link another Taxi to the CityLink Account;
- (c) the Owner changes Billing Address or other contact details (including the details of the Authorised Contact); or
- (d) the Owner becomes aware of anything that may or will affect a payment under this agreement.

### 4.2 If the Owner does not make contact when required

- (a) A Taxi may not be registered on the Taxi Vehicle Register if the Owner does not contact the CityLink Customer Centre as soon as the Owner becomes aware of anything that may or will affect a payment under this agreement and fixes the problem.
- (b) **CityLink Melbourne may debit tolls to the CityLink Account in line with clause 5 when a Nominated Taxi is detected on CityLink if the Owner does not contact CityLink Melbourne when:**
  - a Nominated Taxi or the number plate of a Nominated Taxi is lost or stolen; or
  - the Owner sells or changes a Nominated Taxi linked to the CityLink Account or changes the Registration Number of a Nominated Taxi.

## 5. Tolls

### 5.1 When will the Owner be charged tolls?

- (a) If a Nominated Taxi uses an Eligible Toll Road without an e-TAG device being detected in that Taxi or if an e-TAG is detected, but the Taxi Registration of the Nominated Taxi is suspended or cancelled, CityLink Melbourne may do one or more of the following:
  - request that the Owner identify the driver of the Nominated Taxi at the time of the relevant Trip;
  - charge the Owner tolls for the relevant Trip on CityLink by the Nominated Taxi plus the Administration Fee. The tolls are set in line with the Act; or
  - issue a Late Toll Invoice to the Owner; or
  - request the police to issue an infringement notice to the Owner, which may result in the Owner receiving an infringement notice from the police.
- (b) The Owner may check current prices by contacting the relevant Eligible Toll Road operator.

### 5.2 Debiting tolls from the CityLink Account

- (a) If the Owner is charged tolls in line with clause 5.1(a), CityLink Melbourne will debit those tolls and the total of the Administration Fees for the relevant Trips to the CityLink Account.

- (b) CityLink Melbourne will debit tolls to the CityLink Account:
  - regardless of who drove the Nominated Taxi at the time; and
  - whether or not the Owner authorised or was aware of the use of the Nominated Taxi.

### 5.3 If a Nominated Taxi or its number plate is lost or stolen

- (a) CityLink Melbourne will not debit tolls to the CityLink Account when CityLink Melbourne detects a Nominated Taxi in a Toll Zone after the Owner has notified both the police and the CityLink Customer Centre that the Nominated Taxi has been stolen. CityLink Melbourne will resume debiting tolls to the CityLink Account in line with clause 5.2 for that Nominated Taxi when the Owner tells the CityLink Customer Centre or CityLink Melbourne becomes aware, that the Owner has recovered the Nominated Taxi.
- (b) CityLink Melbourne will not debit tolls to the CityLink Account when CityLink Melbourne detects the number plate of the Nominated Taxi on a vehicle (which is not the Owner's Taxi) in a Toll Zone between the time that the Owner notifies both the police and the CityLink Customer Centre that the number plate has been stolen and the time that CityLink Melbourne becomes aware that the Owner has recovered the number plate.
- (c) In any of the situations described in this clause 5.3, the Owner must provide CityLink Melbourne with a copy of the police report if requested.

## 6. Annual Account Fee

- (a) CityLink Melbourne will charge the Owner the Annual Account Fee as part of the first statement and on each anniversary of the Start Date.
- (b) CityLink Melbourne may charge a further Annual Account Fee in the same way as clause 6(a) for each Sub-Account the Owner opens.

## 7. Security Deposits

### 7.1 Security Deposit

- (a) CityLink Melbourne may require the Owner to pay a Security Deposit.
- (b) The Owner must pay CityLink Melbourne the Security Deposit within 5 Business Days of receiving a request to do so by CityLink Melbourne.

### 7.2 Use of Security Deposit

- (a) Security Deposits (and other deposits which are to be treated like a Security Deposit) will not be credited to the CityLink Account.
- (b) CityLink Melbourne may use the Security Deposit (and other deposits which are to be treated like a Security Deposit) in part or full payment (at CityLink Melbourne's discretion) of any amount the Owner owes CityLink Melbourne under this agreement.

## 8. Fees and payments which only apply in special circumstances

### 8.1 Late Payment Fee

If payment of the Due Payment is not received within 14 days after the end of a Payment Period, CityLink Melbourne may debit the Late Payment Fee to the CityLink Account.

### 8.2 Re-registration Fees

CityLink Melbourne may debit the Re-registration Fee to the CityLink Account if, at the Owner's request, CityLink Melbourne re-registers a Taxi on the Taxi Vehicle Register after its suspension.

### 8.3 Additional payments

CityLink Melbourne may debit any other fee, tax, charge or amount to the CityLink Account as long as the Owner has agreed to pay or the Owner owes CityLink Melbourne that fee, tax, charge or amount.

### 8.4 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.

## 9. Statements

- (a) As soon as practical after the end of each Payment Period (if there have been transactions on the CityLink Account during that Payment Period or there is any amount owed by the Owner), CityLink Melbourne will send the Owner a detailed statement.
- (b) The Owner may choose to receive the statements either in paper or electronic form.
- (c) The statement will state the Due Payment for that Payment Period.

## 10. Payments

### 10.1 Payment

- (a) Until the Start Date, CityLink Melbourne will not provide the Owner with credit for tolls.
- (b) After the Start Date, the Owner must pay the Due Payment on each Payment Date.
- (c) The Due Payment must be paid by Automatic Payment.
- (d) 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*.

### 10.2 When is a payment made?

- (a) Payments are treated as made when they are received by CityLink Melbourne.
- (b) CityLink Melbourne will receive an Automatic Payment when it is credited successfully to CityLink Melbourne's Bank account.

- (c) If an Automatic Payment has failed or the Owner has made other payment arrangements with CityLink Melbourne, CityLink Melbourne will receive the Owner's payment:
  - (1) if by cash, manual credit card, BPAY or EFTPOS, when the person making the payment:
    - (A) in person, is given a receipt for that payment; or
    - (B) by telephone, is given a receipt number for that payment; or
  - (2) if by cheque, when the proceeds of the cheque have been cleared.
- (d) If a payment is not made successfully, CityLink Melbourne will debit the Dishonour Fee to the CityLink Account unless the unsuccessful payment is CityLink Melbourne's or CityLink Melbourne's Bank's fault.

### 10.3 Late or part payment

- (a) CityLink Melbourne may at its discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If CityLink Melbourne does so, CityLink Melbourne will not lose any of its rights under this agreement.
- (b) CityLink Melbourne may allocate any such payment against any money the Owner owes CityLink Melbourne as it thinks fit.

## 11. Questions, complaints and disputes

### 11.1 Questions

If the Owner has a question about CityLink or the Taxi Registration of a Nominated Taxi, the Authorised Contact should contact the CityLink Customer Centre on 1300 360 962.

### 11.2 Complaints or disputes

- (a) If the Owner has a complaint or dispute about the Taxi Registration of a Nominated Taxi or an amount debited, credited or not credited to the Owner's CityLink Account, the Authorised Contact should contact the CityLink Customer Centre on 1300 360 962. A customer service officer will:
  - if it is not possible to deal with the issue on the spot, agree a time to get back to the Owner; and
  - provide a response with reasons.
- (b) If, after this first contact, the Owner believes that the dispute or complaint has not been properly addressed, the Owner has the right to have the issue reviewed by our customer resolutions group who will:
  - if it is not possible to deal with the issue on the spot, agree a time to get back to the Owner; and
  - provide a response with reasons.
- (c) If the Owner is still not satisfied with the response, the Owner may take the complaint to the Tolling Customer Ombudsman.

**11.3 What happens to future payments?**

- (a) Unless the Owner notifies the CityLink Customer Centre that there is a disagreement with the Due Payment within 60 days of the receipt of a statement under clause 9, the Due Payment recorded on the statement will be considered to be correct.
- (b) Where the Owner disputes the Due Payment, this does not affect the Owner's obligation to pay the Due Payment in line with clause 10.
- (c) Despite clause 11.3(b), where the Owner disputes the Due Payment, CityLink Melbourne may (at CityLink Melbourne's discretion):
  - credit the CityLink Account for all or part of the disputed amount; or
  - make other arrangements reasonably necessary to allow for the continued operation of the CityLink Account, until the dispute is resolved.

**12. Changing this Customer Services Agreement and the fees****12.1 How CityLink Melbourne may change this Customer Service Agreement**

CityLink 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. CityLink Melbourne may assign this agreement to another entity responsible for levying tolls on CityLink Melbourne 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.

**12.2 Tolls not affected**

Clause 12.1 does not apply to tolls which are determined in line with the Act, as described in clause 5.1.

**13. Suspension or cancellation of the Taxi Registration of a Nominated Taxi****13.1 Method of suspension and cancellation**

The method by which the Taxi Registration of a Taxi is suspended or cancelled is by CityLink Melbourne recording it as suspended or cancelled on the Taxi Vehicle Register or by removing the Taxi from the Taxi Vehicle Register. The suspension or cancellation takes effect when this occurs.

**13.2 The Owner may request cancellation**

CityLink Melbourne will cancel the Taxi Registration of a Nominated Taxi if the Owner requests CityLink Melbourne to do so.

**13.3 When CityLink Melbourne may suspend the Taxi Registration of a Nominated Taxi**

CityLink Melbourne may suspend the Taxi Registration of any or all Nominated Taxis if:

- (a) payment of the Due Payment is not made by the Payment Date in line with clause 10;
- (b) a Nominated Taxi or the number plate of a Nominated Taxi is reported as lost or stolen to both the police and the CityLink Customer Centre;
- (c) the Owner does not pay a Security Deposit for each Taxi linked to the CityLink Account within 5 Business Days of receiving a request to pay a Security Deposit;
- (d) CityLink Melbourne considers that the Owner has not told the CityLink Customer Centre of a change of a Nominated Taxi or the Owner has not told the CityLink Customer Centre of a change of the Registration Number of a Nominated Taxi;
- (e) CityLink Melbourne is required to do so by law;
- (f) the Owner does not comply with the terms and conditions of this agreement; or
- (g) for any other reason, CityLink Melbourne reasonably considers that suspension of the Taxi Registration of the Nominated Taxi is necessary.

**13.4 When CityLink Melbourne may cancel the Taxi Registration of a Nominated Taxi**

CityLink Melbourne may cancel the Taxi Registration of any or all Nominated Taxis if:

- (a) a Nominated Taxi ceases to be a Taxi;
- (b) payment of the Due Payment is not made by the Payment Date in line with clause 10;
- (c) the Taxi Registration of a Nominated Taxi is suspended for more than 1 month or on repeated occasions;
- (d) the Owner becomes bankrupt or appears likely to become bankrupt;
- (e) the Owner becomes insolvent or has a receiver, manager, administrator or liquidator appointed, or appears likely to do so;
- (f) the Owner is a company and:
  - (1) passes a resolution for winding up;
  - (2) an application is made for winding up and:
    - (A) is not dismissed or withdrawn within 30 Business Days; or
    - (B) an order is made for the company's winding up; or
  - (3) enters into an arrangement, composition or compromise with any creditors;
- (g) CityLink Melbourne considers that a material adverse change has occurred in the Owner's credit rating;
- (h) CityLink Melbourne is required to do so by law;
- (i) CityLink Melbourne revokes the exemption described in clause 1; or
- (j) for any other reason, CityLink Melbourne reasonably considers that cancellation of the Taxi Registration of any or all of the Nominated Taxis is necessary.

**13.5 Notice of suspension or cancellation**

CityLink Melbourne may notify the Owner of suspension or cancellation by giving notice in any way allowed under this agreement.

**13.6 Use of CityLink after suspension or cancellation of the Taxi Registration of a Nominated Taxi**

- (a) If the Owner wishes the Owner's Taxi to use an Eligible Toll Road after the Taxi Registration of the Taxi has been suspended or cancelled, the Owner must first contact the CityLink Customer Centre and ask CityLink Melbourne to re-register the Taxi on the Taxi Vehicle Register.
- (b) If the Owner does not re-register the Taxi, and the Taxi is detected on an Eligible Toll Road after the Taxi Registration of the Taxi has been suspended or cancelled, the Taxi will not have a valid arrangement to make Trips and the driver of that Taxi may commit an offence under the Act and receive a Late Toll Invoice from an Eligible Toll Road operator or the Owner may receive an infringement notice from an infringement agency and incur a substantial fine.

**13.7 Re-registering a Taxi after suspension**

If the Taxi Registration of a Taxi is suspended, CityLink Melbourne will re-register the Taxi if the Owner:

- (a) fixes the problem which caused the suspension to CityLink Melbourne's satisfaction; and
- (b) asks CityLink Melbourne to re-register the Taxi on the Taxi Vehicle Register.

**13.8 What happens when the Taxi Registration of all Nominated Taxis is cancelled**

- (a) If the Taxi Registration of all Nominated Taxis linked to the CityLink Account is cancelled, then within 10 Business Days of receiving notice of that cancellation, the Owner must pay any debit CityLink Account Balance and any other amount the Owner owes CityLink Melbourne.
- (b) CityLink Melbourne will refund any Remaining Account Balance within 10 Business Days of the Owner completing its obligations under clause 13.8(a).

**13.9 When this Agreement ends**

- (a) This agreement will end 20 Business Days after the Taxi Registration of all the Owner's Nominated Taxis is cancelled.
- (b) The ending or cancellation of this agreement for any reason does not affect any rights that either the Owner or CityLink Melbourne have against each other which arose at or before the end or cancellation of this agreement.
- (c) CityLink Melbourne may end this agreement at the expiration of the Initial Period for Taxis (as defined in the Concession Deed).

**14. Liability****14.1 CityLink Melbourne does not accept liability**

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

**14.2 Compliance with all laws**

- (a) This agreement does not affect any rights, liabilities and responsibilities arising at law, unless otherwise provided under this agreement.
- (b) The Owner must comply with the law when using CityLink.

**15. General****15.1 Ownership of the e-TAG and licence to use it**

The Owner does not own any e-TAG linked to the Account or provided to the Owner. We will license you to use the e-TAG linked to the Account in line with this Agreement. The Owner must return the e-TAG to us within 10 Business Days after we ask you to return it or after we have cancelled the CityLink Registration of your Nominated Taxis.

**15.2 This agreement is the entire agreement**

- (a) This agreement is the full agreement between the Owner and CityLink Melbourne about the Taxi Registration of the Nominated Taxis, the CityLink Account and other matters covered by this agreement. The only enforceable obligations and liabilities of the Owner and CityLink Melbourne about the subject matter are those arising out of the provisions of this agreement or at law.
- (b) This agreement replaces all previous representations, communications and agreements on the subject matter.
- (c) 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 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 that the law allows.

**15.3 Notices**

- (a) Notices to the Owner (which include any written communication or statement) may be:
  - given personally to the Authorised Contact;
  - left at the Owner's Billing Address;
  - sent to the Owner's Billing Address;
  - sent by fax to the fax number last notified to CityLink Melbourne;
  - given in any of the ways described in section 73E(1)(b) of the Act; or
  - given in any way the law allows.

- (b) A notice given to the Owner is taken to be also given to the Authorised Contact and drivers and owners of the Owner's Nominated Taxis.
- (c) Notices to CityLink Melbourne and/or the CityLink Customer Centre may be:
  - given personally to CityLink Melbourne at the CityLink Customer Centre;
  - sent to the CityLink Customer Centre;
  - sent by fax to the fax number of the CityLink Customer Centre; or
  - given in any way the law allows.
- (d) The contact details of the CityLink Customer Centre are on the back cover. The contact details of the EastLink Customer Centre can be found at eastlink.com.au.
- (e) Notices take effect from the time they are received unless a later time is specified.
- (f) Notices by any of the ways described in section 73E(1)(b) of the Act are taken to be received as described in section 73E(2) of the Act.
- (g) 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 delivered personally or left at the Owners 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.
- (h) Where CityLink Melbourne agrees to send the Owner a notice under this agreement, CityLink Melbourne will not be in breach of this agreement if that notice is not delivered to the Owner or is not delivered to the Owner in a readable form for reasons that CityLink Melbourne cannot control.

**15.4 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 from being invalid, voidable or not enforceable in the circumstances.
- (b) Despite clause 15.4(a), if a provision of this agreement is still invalid, voidable or not enforceable:
  - if the provision would not be invalid, voidable or not enforceable if a word or words were deleted, 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.

**15.5 Interest**

The Owner will not earn interest on any credit CityLink Account Balance or amount the Owner pays CityLink Melbourne under this agreement.

**15.6 Waiving breaches of this agreement**

- (a) 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.
- (b) 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.
- (c) A right of CityLink Melbourne created under this agreement may only be waived by CityLink Melbourne in writing signed by CityLink Melbourne.

**15.7 Representations and warranties**

The Owner represents and warrants to CityLink Melbourne that the Owner:

- has the power, authority and capacity to enter into this agreement with CityLink Melbourne; and
- the users of all vehicles linked to your CityLink Account have consented to you being provided with information regarding their use of those vehicles.

**15.8 Consent to use and disclose information**

The Owner consents to CityLink Melbourne using or disclosing any information that the Owner provides to CityLink Melbourne 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 the agreement and including the exchange of information between CityLink Melbourne and the operator of EastLink for the purposes of this agreement.).

The Owner consents to any of the Account Information or information the Owner provide to CityLink Melbourne being disclosed by us to credit reporting agencies or debt collection agencies where the Owner is in payment default. CityLink Melbourne may disclose your personal information in accordance with the Privacy Code.

**15.9 Privacy Code**

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

**15.10 Recovery of costs**

The Owner must pay CityLink Melbourne an amount equal to any costs (including legal costs) incurred by CityLink Melbourne in recovering a debt from the Owner.

## 16. In reading this agreement, these rules apply

In this agreement 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 CityLink Melbourne just because it prepared the agreement;
- a reference to any legislation or subordinate legislation includes any future 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.

## Schedule 1 - Meaning of Words

### Part A – Definitions

<b>Act</b>	The Melbourne City Link Act 1995 (Vic).
<b>Authorised Contact</b>	The Owner's authorised representative as notified to CityLink Melbourne by the Owner.
<b>Automatic Payment</b>	A standing authorisation given by the Owner to CityLink Melbourne over a credit card account or other account held by the Owner at a Bank for the Due Payment.
<b>Bank</b>	Any bank or financial institution including a credit card provider.
<b>Billing Address</b>	The last mailing address advised to CityLink Melbourne by the Owner.
<b>Business Day</b>	Any day which is not a Saturday, Sunday or public holiday in Melbourne.
<b>CityLink</b>	The Link road and Extension road as defined in the Act, and any part of those roads.
<b>CityLink Account</b>	The Owner's CityLink Account with CityLink Melbourne. References to CityLink Account appearing in this agreement include any Sub-Accounts
<b>CityLink Account Balance</b>	The total of all tolls, fees, taxes and charges which CityLink Melbourne Limited has debited to the CityLink Account since the end of the last Payment Period (or for the First Payment Period, since the Start Date) and any other amounts which the Owner owes CityLink Melbourne which have not been paid by the Owner.
<b>CityLink Customer Centre</b>	The CityLink Customer Centre is located at: 67–71 Lorimer Street Docklands, Melbourne 3008 and any other location as advised by CityLink Melbourne from time to time.

<b>CityLink Melbourne</b>	CityLink Melbourne Limited ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents and nominees.
<b>CityLink Register</b>	The register of vehicles established and maintained by CityLink Melbourne under section 73A of the Act.
<b>Due Payment</b>	In respect of any Payment Period, the amount stated in the statement for that Payment Period as the total of the CityLink Account Balance and any other amount that the Owner owes CityLink Melbourne as at the end of that Payment Period.
<b>EastLink</b>	has the same meaning as "EastLink" in the EastLink Project Act (2004).
<b>EastLink Customer Centre</b>	means the EastLink Customer Centre and the retail shops as specified in the EastLink website.
<b>Eligible Toll Road</b>	means CityLink, EastLink 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 Taxi. For further details, please refer to our website.
<b>e-TAG device</b>	Each transponder owned by CityLink Melbourne and licensed to a driver of a Taxi.
<b>Holder</b>	The device which will be attached to the Owner's Nominated Taxis' windshields to hold e-TAG devices.
<b>Late Toll invoice</b>	A request for payment (or further request for payment) issued by us, which may include tolls payable by you and a Toll Administration Fee.
<b>Nominated Taxi</b>	A Taxi which is registered on the Taxi Register (as identified by the Taxi's Registration Number, make, model and year) and is linked to the CityLink Account.
<b>Number Plate</b>	The physical plate which contains the vehicle's Registration Number.
<b>Owner</b>	The company, entity, person or person acting on behalf of the company or entity who has opened the CityLink Account with CityLink Melbourne.
<b>Payment Date</b>	The date 14 days after the end of a Payment Period.
<b>Payment Period</b>	The period agreed between CityLink Melbourne and the Owner for the billing of the CityLink Account (eg weekly, fortnightly, monthly). CityLink Melbourne will not agree to a Payment Period that is greater than monthly. The first Payment Period begins on the Start Date.
<b>Privacy Code</b>	means the Privacy Code available on CityLink's website.
<b>Registration Number</b>	The combination of numbers, letters, or numbers and letters on the number plate of each Nominated Taxi, as assigned to that Taxi by the relevant authority (eg. VicRoads or the Victorian Taxi Directorate).
<b>Remaining Account Balance</b>	The total of any: <ul style="list-style-type: none"> <li>credit CityLink Account Balance;</li> <li>Security Deposit; and</li> <li>other amounts which are treated like a Security Deposit, the Owner has left after all outstanding fees, taxes, tolls, charges and any other amounts the Owner owes CityLink Melbourne are deducted.</li> </ul>

<b>Start Date</b>	The later of: <ul style="list-style-type: none"> <li>the date that the CityLink Account is opened; and</li> <li>3 January 2000.</li> </ul> <p>Note: CityLink Melbourne cannot open the CityLink Account until the Owner provides all the information that CityLink Melbourne needs to do so.</p>
<b>Sub-Account</b>	A sub-account which the Owner may open with CityLink Melbourne for convenience in managing the Owner's business.
<b>Taxi</b>	A vehicle which is the subject of a commercial passenger vehicle licence to operate as a taxi cab issued under the Transport Act 1983 (Vic).
<b>Taxi Driver Register</b>	The register of Taxi drivers established and maintained by CityLink Melbourne.
<b>Taxi Vehicle Register</b>	The register of Taxis established and maintained by CityLink Melbourne.
<b>Taxi Registration</b>	The registration by CityLink Melbourne of the Owner's Taxis on the Taxi Vehicle Register.
<b>Toll Administration Fee</b>	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 maybe payable if you receive a Late Toll Invoice.
<b>Tolling</b>	means the Ombudsman for the tolling industry and the contact details can be accessed from our website;
<b>Toll Zone</b>	A part of CityLink specified to be a toll zone under the Act.
<b>Trip</b>	The driving of a Taxi in 1 direction in 1 or more Toll Zones uninterrupted by exit and subsequent re-entry of: <ul style="list-style-type: none"> <li>CityLink other than travel directly between the Southern Link and the Western Link.; or</li> <li>another Eligible Toll Road, as determined by the operator of that Eligible Toll Road.</li> </ul>

## Part B – Fees and Charges

	Description	Amount, Fee or Charge (inclusive of GST where applicable)
<b>Administration Fee</b>	This is the amount that CityLink Melbourne will charge the Owner for each Trip where the Owner is unable to identify the driver of a Nominated Taxi, to cover CityLink Melbourne's administrative costs.	\$2.00 per trip.
<b>Annual Account Fee</b>	This is the amount the Owner must pay CityLink Melbourne to open and maintain a CityLink Account. See clause 6 for details on how this fee will be charged.	\$71.50 per annum.
<b>Dishonour Fee</b>	This is the amount the Owner must pay if a payment is unsuccessfully made, unless the unsuccessful payment is CityLink Melbourne's or CityLink Melbourne's Bank's fault.	\$5.50 plus the charge imposed on CityLink Melbourne by CityLink Melbourne's Bank as a result of the Owner's unsuccessful payment.
<b>Late Payment Fee</b>	This is the amount the Owner must pay if payment of an amount the Owner owes CityLink Melbourne is more than 5 days late.	\$5.50 plus 1.5% of the amount which was not paid on time.
<b>Re-registration Fee</b>	This is the amount the Owner must pay if the Taxi Registration of any of the Owner's Taxis has been suspended and, at the Owner's request, CityLink Melbourne re-registers the Taxi on the Taxi Vehicle Register.	\$5.50 per Taxi re-registered.
<b>Security Deposit</b>	CityLink Melbourne may require the Owner to pay this amount as security.	\$50.00 per Taxi linked or proposed to be linked to the CityLink Account.
<b>Voluntary Replacement Fee</b>	This is that CityLink Melbourne may charge if the Owner voluntarily replace the e-TAG, where there is no fault with the e-TAG.	\$55.00 per voluntary replacement of an e-TAG.

# Taxi Driver Customer Service Agreement

## 1. What this agreement is about.

This set of terms and conditions is the agreement between you and CityLink Melbourne for using CityLink and other Eligible Toll Roads. It sets out what you need to do, and what you can expect from CityLink Melbourne in return.

You accept this Customer Service Agreement by:

- accepting them in writing;
- opening the seal of the e-TAG pack; or
- keeping the e-TAG device.

If you do not want to accept this Customer Service Agreement, you must return the e-TAG device to CityLink Melbourne as soon as possible without opening the seal over the e-TAG pack and CityLink Melbourne will refund any money you have paid.

If you drive a vehicle on any Eligible Toll Road without the vehicle being registered by CityLink Melbourne on the CityLink Register, or exempt from the requirement to be registered, you may commit an offence under the Act.

CityLink Melbourne has a special arrangement for the exemption of Taxis from the requirement to be registered on the CityLink Register. To be exempt, the Taxi must:

- (a) be registered on the Taxi Vehicle Register; and
- (b) be driven by a person who is registered on the Taxi Driver Register.

The Taxi Driver Register and Taxi Vehicle Register are special registers maintained by CityLink Melbourne and are different from the CityLink Register. As the driver of a Taxi, you will be primarily responsible for paying tolls for the use of an Eligible Toll Road, by having an e-TAG device linked to a CityLink Account with CityLink Melbourne. CityLink Melbourne will charge you tolls when CityLink Melbourne detects your e-TAG device passing through a Toll Zone, or when the Owner of a Taxi detected on any Eligible Toll Road without an e-TAG device identifies you as driving the Taxi at that time.

**Please note that the term “Taxi Driver Registration” when used in this agreement is not the same as you being registered or licensed to drive a Taxi by the Victorian Taxi Directorate. Your Taxi Driver Registration means that you are registered on the Taxi Driver Register.**

**You and CityLink Melbourne have rights and obligations under the Act and the law generally. These rights and obligations are separate and in addition to the operation of this agreement.**

If you are not sure of the meaning of any word or the amount of any fee or charge, check the “Meaning of Words” section in Schedule 1 at the back. If you have any questions about this agreement, your Taxi Driver Registration, your CityLink Account, your e-TAG device or anything else, please contact the CityLink Customer Centre on 1300 360 962 or at 67–71 Lorimer Street Docklands, Melbourne 3008.

The driver may contact the EastLink Customer Centres for services detailed in clause 2.4

This agreement contains:

- general conditions which apply to all CityLink Accounts; and
- special conditions which only apply to either a Pre-Pay or Pay-as-you-Go Account. Each special condition has a heading:
  - “PRE-PAY ACCOUNTS ONLY”; and
  - “PAY-AS-YOU-GO ACCOUNTS ONLY”.

You should carefully read each part of this agreement that applies to you.

## 2. What to do before using CityLink

### 2.1 When this agreement starts

This agreement starts when you accept this Customer Service Agreement by one of the ways described in clause 1 (eg by opening the seal of the e-TAG pack).

### 2.2 What you must do before using CityLink

You must do the following things before using any Eligible Toll Road:

- (a) tell CityLink Melbourne your name and address, the type of CityLink Account you wish to open and the method of payment for your CityLink Account;
- (b) pay CityLink Melbourne the Opening Amount and any other amounts CityLink Melbourne requires under this agreement; and

You may give details to CityLink Melbourne by contacting the CityLink Customer Centre on 1300 360 962.

You must be registered on the Taxi Driver Register and the Taxi must be registered by the Owner on the Taxi Vehicle Register before you use an Eligible Toll Road (see clause 2.3).

### 2.3 When are you registered on the Taxi Driver Register?

- (a) CityLink Melbourne agrees to register you on the Taxi Driver Register if you do the things required by clause 2.2. CityLink Melbourne may register you even if you haven’t complied with clause 2.2. Your registration on the Taxi Driver Register only takes effect when you are actually recorded as registered on the Taxi Driver Register by CityLink Melbourne.
- (b) You may check whether you are registered on the Taxi Driver Register or a Taxi is registered on the Taxi Vehicle Register by contacting the CityLink Customer Centre on 1300 360 962.
- (c) If your Taxi Driver Registration is suspended or cancelled you will no longer be:
  - registered on the Taxi Driver Register; and
  - exempt under the Act from the requirement to be registered on the CityLink Register, (see clause 14).

### 2.4 The Driver may use EastLink Customer Services:

The driver may use the EastLink Customer Centres for the following services:

- opening a CityLink Account;
- ongoing maintenance of a CityLink Account;
- making payments on a CityLink Account;
- replacing an e-TAG; and
- closing a CityLink Account

For more details regarding the EastLink Customer Centres, please visit [www.eastlink.com.au](http://www.eastlink.com.au).

### 3. The e-TAG and tolling system

#### 3.1 Installing and using e-TAGs

You must:

- use your e-TAG device in line with the instructions supplied with the e-TAG device;
- always have your e-TAG device in the Holder of a Taxi that you are driving on CityLink;
- keep your e-TAG device in good condition; and
- only use your e-TAG device in a Taxi registered on the Taxi Vehicle Register.

You may check if a Taxi is registered on the Taxi Vehicle Register by contacting the CityLink Customer Centre on 1300 360 962.

#### 3.2 Travel on CityLink

- CityLink Melbourne will operate its electronic tolling system to detect Taxis which use CityLink by identifying your e-TAG device or the Taxi's number plate.
- If CityLink Melbourne does not detect an e-TAG device in a Taxi which is used on CityLink, CityLink Melbourne will ask the Owner to identify the person driving the Taxi at the relevant time.

#### 3.3 Travel on Eligible Toll Roads

- Other Eligible Toll Road operators may operate electronic tolling systems to detect vehicles which use their toll roads by identifying the driver's e-TAG device or the Nominated Taxi linked to the Owner's CityLink Account. 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.
- If another Eligible Toll Road operator does not detect an e-TAG device in a Taxi which is used on another Eligible Toll Road, then the relevant operator may ask the Owner to identify the person driving the Taxi at the relevant time.

#### 3.4 Responsibility for e-TAGs and Taxis

- You are responsible for your e-TAG device linked to your CityLink Account and the Taxi you are driving on an Eligible Toll Road and for making sure that the e-TAG device and the Taxi are used in line with this agreement.
- Although CityLink Melbourne may send you a letter or signal your e-TAG device to beep to inform you about certain events which affect your Taxi Driver Registration, you are responsible for your registration on the Taxi Driver Register.
- Where your e-TAG device is detected on CityLink, CityLink Melbourne need not ask which Taxi your e-TAG device was in.

### 4. When you should contact CityLink Melbourne

#### 4.1 The e-TAG "beeps"

Each time you pass through a Toll Zone, your e-TAG device should "beep":

- 1 beep means that everything is operating normally;

- no beep means there may be a problem with your e-TAG device. You may complete the Trip, but you **should contact the CityLink Customer Centre on 1300 360 962 before you use CityLink again;**
- 4 beeps means that your Taxi Driver Registration 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 the CityLink Customer Centre on 1300 360 962 before you use CityLink again;** and  
PRE-PAY ACCOUNTS ONLY:
- 1 beep, followed by 2 short beeps, means that everything is operating normally, but your CityLink Account Balance is below the Top Up Trigger (see clause 11.1) and you must top up your CityLink Account.

#### 4.2 Other times when you should make contact

As well as when your e-TAG device gives 4 beeps or no beeps when you pass through a Toll Zone, you should contact the CityLink Customer Centre on 1300 360 962 as soon as possible when:

- your e-TAG device is lost or stolen;
- your e-TAG device is damaged or destroyed;
- you change your Address or other contact details (eg your phone number); or
- you become aware of anything that may or will affect any payment under this contract.

#### 4.3 If you do not make contact when required

- You may not be registered on the Taxi Driver Register if you do not contact the CityLink Customer Centre as soon as you become aware of anything that may or will affect a payment under this contract and fix the problem.**
- CityLink Melbourne may debit tolls to your CityLink Account when your e-TAG device is detected on CityLink if you do not contact CityLink Melbourne when your e-TAG device is lost or stolen.**

### 5. Tolls

#### 5.1 What tolls will you be charged?

- You will be charged tolls for using Eligible Toll Roads
- You may check current prices by contacting the relevant Eligible Toll Road operator.

#### 5.2 Debiting tolls to your CityLink Account

- CityLink Melbourne will debit a toll to your CityLink Account when CityLink Melbourne detects your e-TAG device or a Taxi which you are driving passing through a Toll Zone.
- CityLink Melbourne will debit tolls to your CityLink Account:
  - regardless of who is driving the Taxi at the time; and
  - whether or not you authorised or were aware of the use of your e-TAG device.

- (c) You agree that one way CityLink Melbourne may determine that you were driving a Taxi at a particular time if the Owner of that Taxi identifies you as the driver of the Taxi at that time.

### 5.3 If your e-TAG is lost or stolen

CityLink Melbourne will not debit tolls to your CityLink Account when CityLink Melbourne detects your e-TAG device in a Toll Zone after you have notified both the police and the CityLink Customer Centre that your e-TAG device has been lost or stolen. CityLink Melbourne will resume debiting tolls to your CityLink Account for that e-TAG device when you tell the CityLink Customer Centre, or CityLink Melbourne becomes aware, that you have recovered your e-TAG device. You must provide CityLink Melbourne with a copy of the police report if requested.

## 6. Payment to open your CityLink Account – Opening Amount and Monthly Account Fee

### 6.1 Opening Amount

PRE-PAY ACCOUNTS ONLY:

- (a) CityLink Melbourne will credit the Opening Amount to your CityLink Account.

PAY-AS-YOU-GO ACCOUNTS ONLY:

- (b) Until the end of the first Tag Year, CityLink Melbourne will treat the Opening Amount as a Security Deposit in line with clause 7.
- (c) At the end of the first Tag Year, CityLink Melbourne will credit any amounts remaining from your Opening Amount to your CityLink Account.

### 6.2 Monthly Account Fee

PAY-AS-YOU-GO ACCOUNTS ONLY:

- (a) You must pay CityLink Melbourne the first Monthly Account Fee when you pay CityLink Melbourne the Opening Amount.
- (b) After the Start Date, you must pay CityLink Melbourne the Monthly Account Fee on each Monthly Date.

## 7. Security Deposits

### 7.1 Security Deposit

- (a) CityLink Melbourne may ask you to pay a Security Deposit.
- (b) You must pay CityLink Melbourne the Security Deposit within 5 Business Days of receiving a request to do so by CityLink Melbourne.

### 7.2 Use of Security Deposit

- (a) Security Deposits (and other deposits or amounts which are to be treated like a Security Deposit) will not be credited to your CityLink Account.
- (b) CityLink Melbourne 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 CityLink Melbourne's discretion) of any amount you owe CityLink Melbourne under this agreement.

## 8. Minimum Annual Payment

At the end of each of the first three Tag Years, CityLink Melbourne may debit your CityLink Account for the amount by which the Minimum Annual Payment exceeds the total tolls and taxes (excluding any fees or charges) charged to your e-TAG device during that Tag Year.

## 9. Fees and payments which only apply in special circumstances

### 9.1 If you use an Eligible Toll Road without your e-TAG

For each Trip that you are detected driving a Taxi on an Eligible Toll Road without an e-TAG device, CityLink Melbourne may, as well as charging you tolls, debit the Administration Fee to your CityLink Account, unless CityLink Melbourne or another Eligible Toll Road operator is responsible for the failure to detect your e-TAG device.

If you travel on CityLink or another Eligible Toll Road without your e-TAG device, this may result in your Taxi Driver Registration being suspended or cancelled and you may be issued with a Late Toll Invoice or an infringement notice.

### 9.2 If you use CityLink with your e-TAG in a vehicle other than a Taxi

If you use CityLink with your e-TAG device in a vehicle other than a Taxi, CityLink Melbourne may debit the appropriate tolls and an Administration Fee to your CityLink Account.

### 9.3 e-TAG Non-Return Fee

You must pay CityLink Melbourne the e-TAG Non-Return Fee if your e-TAG is lost or damaged or you do not return your e-TAG device to the CityLink Customer Centre when this agreement requires you to do so.

### 9.4 Re-registration Fees

CityLink Melbourne may debit the Re-registration Fee to your CityLink Account if, at your request, CityLink Melbourne re-registers you on the Taxi Driver Register after your suspension.

### 9.5 When you agree to additional payments

CityLink Melbourne may debit any fee, tax, charge or amount to your CityLink Account as long as you have agreed to pay, or you owe CityLink Melbourne that fee, tax, charge or amount.

### 9.6 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.

## 10. Statements

### 10.1 Free summary statements each quarter

- (a) CityLink Melbourne will send you a free summary showing the dollar amount charged per day for your e-TAG device linked to your CityLink Account for each 3 month period from your Start Date, so long as your CityLink Account has been used during that period.
- (b) You may contact the CityLink Customer Centre on 1300 360 962 to find out your CityLink Account Balance.

**10.2 Optional detailed statements for a fee**

CityLink Melbourne will send you detailed statements instead of the free summary:

- (a) for each 3 month period in each year for which you pay the Annual Detailed Statement Fee; or
- (b) for any period of up to 3 months when you request an individual statement and pay CityLink Melbourne the One-off Detailed Statement Fee.

**11. Topping up your Pre-Pay Account and paying your Pay-as-you-Go Account****11.1 Your Pre-Pay Account must always be in credit**

PRE-PAY ACCOUNTS ONLY:

- (a) You must keep a positive balance in your CityLink Account at all times (ie your CityLink Account Balance must not be zero or less).
- (b) If you are an Automatic Payment customer, when CityLink Melbourne considers that your CityLink Account Balance is at or below the Top Up Trigger, your CityLink Account should be automatically topped up by CityLink Melbourne drawing the Agreed Replenishment Amount by Automatic Payment from your Bank account. However, if you become aware that your Automatic Payment has failed, or may fail, you must immediately contact the CityLink Customer Centre on 1300 360 962 to make other payment arrangements.
- (c) If you are a Manual Payment customer, you should make sure that you top up your CityLink Account by the Agreed Replenishment Amount when your CityLink Account reaches the Top Up Trigger. However, if you become aware that your Manual Payment has failed, or your CityLink Account Balance may reach zero or less, you must immediately contact the CityLink Customer Centre on 1300 360 962 to make other payment arrangements. Any top up that you make must be by the Agreed Replenishment Amount.
- (d) When CityLink Melbourne considers that your CityLink Account Balance is below the Low Account Balance, CityLink Melbourne may send a letter to your Address to remind you to top up your CityLink Account. If you allow your CityLink Account Balance to drop to zero or less, your Taxi Driver Registration may be suspended or cancelled.
- (e) 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*.

**11.2 Payment of your Pay-as-you-Go Account each month**

PAY-AS-YOU-GO ACCOUNTS ONLY:

- (a) Until your Start Date, CityLink Melbourne will not provide you with any credit for tolls incurred by you.

- (b) After your Start Date, you must pay your Monthly Payment on each Monthly Date.
- (c) Your Monthly Payment must be paid by Automatic Payment.
- (d) You may contact the CityLink Customer Centre on 1300 360 962 to find out how much money has been debited to your CityLink Account in any month.

**11.3 When is a payment made?**

- (a) Payments are treated as made when CityLink Melbourne receives them.
- (b) If you are an Automatic Payment customer, CityLink Melbourne will receive your Automatic Payment when it is credited successfully to CityLink Melbourne's Bank account.
- (c) If you are a Manual Payment customer, or if your Automatic Payment has failed or you have made other payment arrangements with CityLink Melbourne, CityLink Melbourne will receive your payments:
  - (1) if by cash, manual credit card, Bpay or eftpos, when the person making the payment:
    - (A) in person, is given a receipt for that payment; or
    - (B) by telephone, is given a receipt number for that payment; or
  - (2) if by cheque, when the proceeds of the cheque have been cleared.
- (d) If a payment is not made successfully, CityLink Melbourne will debit the Dishonour Fee to your CityLink Account (eg if a cheque or direct debit is not honoured in full), unless the unsuccessful payment is CityLink Melbourne's or CityLink Melbourne's Bank's fault.

**11.4 Late or part payment**

- (a) CityLink Melbourne may at its discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If CityLink Melbourne does so, CityLink Melbourne will not lose any of its rights under this agreement.
- (b) CityLink Melbourne may allocate any such payment against any money you owe CityLink Melbourne as it thinks fit.

**12. Questions, complaints and disputes****12.1 Questions**

If you have a question about CityLink or your Taxi Driver Registration, you should contact the CityLink Customer Centre on 1300 360 962.

**12.2 Complaints or disputes**

- (a) If you have a complaint or a dispute about your Taxi Driver Registration or an amount debited, credited or not credited to your CityLink Account, you should contact the CityLink Customer Centre on 1300 360 962.

A customer service officer will:

- if it is not possible to deal with the issue on the spot, agree a time to get back to you; and
- provide a response with reasons.

- (b) If, after this first contact, 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:
  - if it is not possible to deal with the issue on the spot, agree a time to get back to you; and
  - provide a response with reasons.
- (c) If you are still not satisfied with the response, you may take the complaint to the Tolling Customer Ombudsman.

### 12.3 What happens to future payments?

- (a) Unless you tell the CityLink Customer Centre that you disagree with your CityLink Account Balance within 60 days of the receipt of a statement under clause 10, the CityLink Account Balance recorded on the statement will be considered to be correct.
- (b) Where you dispute your CityLink Account Balance, until that dispute is resolved you must continue to comply with clause 11.1 (Pre-Pay Accounts) or clause 11.2 (Pay-as-you-Go Accounts) as if the CityLink Account Balance recorded on the statement was correct.
- (c) Despite clause 12.3(b), where you dispute your CityLink Account Balance, CityLink Melbourne may (at CityLink Melbourne's discretion):
  - credit your CityLink Account for all or part of the disputed amount; or
  - make other arrangements reasonably necessary to allow for the continued operation of your CityLink Account, until the dispute is resolved.

## 13. Changing this Customer Service Agreement and the fees

### 13.1 How CityLink Melbourne may change this Customer Service Agreement

CityLink 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.

CityLink Melbourne may assign this agreement to another entity responsible for levying tolls on CityLink Melbourne 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.

### 13.2 Tolls not affected

Clause 13.1 does not apply to tolls, which are determined in line with the Act, as described in clause 5.1.

## 14. Suspension or cancellation of your Taxi Driver Registration

### 14.1 Method of suspension and cancellation

The method by which your Taxi Driver Registration is suspended or cancelled is by CityLink Melbourne recording it as suspended or cancelled on the Taxi Driver Register or by removing your name from the Taxi Driver Register. The suspension or cancellation takes effect when this occurs.

### 14.2 You may request cancellation

CityLink Melbourne will cancel your Taxi Driver Registration if you ask CityLink Melbourne to do so.

### 14.3 When CityLink Melbourne may suspend your Taxi Driver Registration

PRE-PAY ACCOUNTS ONLY:

CityLink Melbourne may suspend your Taxi Driver Registration if CityLink Melbourne considers that your CityLink Account Balance is zero or less.

PAY-AS-YOU-GO ACCOUNTS ONLY:

CityLink Melbourne may suspend your Taxi Driver Registration if your Automatic Payment fails.

ALL CITYLINK ACCOUNTS:

CityLink Melbourne may suspend your Taxi Driver Registration if:

- (a) your e-TAG device is reported as lost or stolen to both the police and the CityLink Customer Centre;
- (b) you do not pay a Security Deposit for your e-TAG device within 5 Business Days of receiving a request to pay a Security Deposit;
- (c) CityLink Melbourne considers that your e-TAG device has been or is being misused;
- (d) you use your e-TAG device in a vehicle which is not a Taxi;
- (e) CityLink Melbourne is required to do so by law;
- (f) you do not comply with the terms and conditions of this agreement; or
- (g) for any other reason, CityLink Melbourne reasonably considers that suspension of your Taxi Driver Registration is necessary.

### 14.4 When CityLink Melbourne may cancel your Taxi Driver Registration

PRE-PAY ACCOUNTS ONLY:

CityLink Melbourne may cancel your Taxi Driver Registration if CityLink Melbourne considers that your CityLink Account Balance is zero or less.

PAY-AS-YOU-GO ACCOUNTS ONLY:

CityLink Melbourne may cancel your Taxi Driver Registration if your Automatic Payment fails.

ALL ACCOUNTS:

CityLink Melbourne may cancel your Taxi Driver Registration if:

- (a) your Taxi Driver Registration is suspended for more than 1 month or on repeated occasions;

- (b) CityLink Melbourne is required to do so by law;
- (c) CityLink Melbourne revokes the exemption described in clause 1; or
- (d) for any other reason, CityLink Melbourne reasonably considers that the cancellation of your Taxi Driver Registration is necessary.

#### 14.5 Notice of suspension or cancellation

- (a) If CityLink Melbourne has suspended or cancelled your Taxi Driver Registration, CityLink Melbourne will send a signal to your e-TAG device 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 CityLink Melbourne to use.
- (b) CityLink Melbourne may also notify you of suspension or cancellation by giving notice in any other way allowed under this contract or the Act.

#### 14.6 Use of CityLink after cancellation or suspension of your Taxi Driver Registration

- (a) If you wish to use CityLink after your Taxi Driver Registration has been suspended or cancelled, you must first contact the CityLink Customer Centre and ask CityLink Melbourne to re-register you on the Taxi Driver Register.
- (b) If you do not re-register and your e-TAG device or a Taxi you are driving in is detected on an Eligible Toll Road after your Taxi Driver Registration has been suspended or cancelled, 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 an Eligible Toll Road operator or you may receive an infringement notice from an enforcement agency and incur a substantial fine.

#### 14.7 Re-registering your vehicle after suspension

If your Taxi Driver Registration is suspended, CityLink Melbourne will re-register you if you:

- (a) fix the problem which caused the suspension to CityLink Melbourne's satisfaction; and
- (b) ask to be re-registered on the Taxi Driver Register.

#### 14.8 What happens when your Taxi Driver Registration is cancelled?

- (a) If your Taxi Driver Registration is cancelled, then within 10 Business Days of receiving notice of that cancellation, you must:
  - return your e-TAG device to the CityLink Customer Centre; and
  - pay any debit CityLink Account Balance and any other amount you owe CityLink Melbourne.
- (b) CityLink Melbourne will refund any Remaining Account Balance within 10 Business Days after you have completed your obligations under clause 14.8(a).

#### 14.9 When this agreement ends

- (a) This agreement will end 20 Business Days after your Taxi Driver Registration is cancelled.

- (b) The ending or cancellation of this agreement for any reason does not affect any rights that either you or CityLink Melbourne have against each other which arose at or before the end or cancellation of this agreement.
- (c) CityLink Melbourne may end this agreement at the expiration of the Initial Period for Taxis (as defined in the Concession Deed).

## 15. Liability

### 15.1 CityLink Melbourne does not accept liability

To the maximum extent permitted by law, CityLink Melbourne is 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, your installation, use or removal of the e-TAG device or the Holder, or anything else in connection with this agreement.

### 15.2 You must comply with all laws

- (a) This agreement does not affect any rights, liabilities and responsibilities arising at law, unless otherwise provided under this agreement.
- (b) You must comply with the law when you use CityLink.

## 16. General

### 16.1 CityLink Melbourne owns your e-TAG and licenses you to use it

- (a) CityLink Melbourne owns your e-TAG device at all times.
- (b) CityLink Melbourne will license you to use your e-TAG device linked to your CityLink Account in line with and for the life of this agreement.
- (c) You must return your e-TAG device to the CityLink Customer Centre within 10 Business Days after CityLink Melbourne reasonably asks you to return it or when CityLink Melbourne has cancelled your Taxi Driver Registration.

### 16.2 This contract is the entire agreement

- (a) This agreement is the full agreement between you and CityLink Melbourne about your Taxi Driver Registration, your CityLink Account, e-TAG device and the other matters covered by this agreement. The only enforceable obligations and liabilities of you and CityLink Melbourne about the subject matter are those arising out of the provisions of this agreement or at law.
- (b) This agreement replaces all previous representations, communications and agreements on the subject matter.
- (c) 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 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.

**16.3 Notices**

- (a) Notices to you (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 CityLink Melbourne;
  - given by signalling your e-TAG device to give beeps each time your e-TAG device passes through a Toll Zone;
  - given in any of the ways described in section 73E(1)(b) of the Act; or
  - given in any way the law allows.
- (b) Notices to CityLink Melbourne and/or the CityLink Customer Centre may be:
- given personally to CityLink Melbourne at the CityLink Customer Centre;
  - sent to the CityLink Customer Centre;
  - sent by fax to the fax number of the CityLink Customer Centre; or
  - given in any way the law allows.
- (c) The contact details of the CityLink Customer Centre are on the back cover.
- (d) Notices take effect from the time they are received unless a later time is specified.
- (e) Notices by e-TAG device beeps are taken to be received when CityLink Melbourne signals the e-TAG device to beep.
- (f) Notices by any of the ways described in section 73E(1)(b) of the Act are taken to be received as described in section 73E(2) of the Act.
- (g) 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.
- (h) Where CityLink Melbourne agrees to send you a notice under this agreement, CityLink Melbourne will not be in breach of this agreement if that notice is not delivered to you or is not delivered to you in a readable form for reasons that CityLink Melbourne cannot control (eg because of a postal strike).

**16.4 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 from being invalid, voidable or not enforceable in the circumstances.

- (b) Despite clause 16.4(a), if a provision of this agreement is still invalid, voidable or not enforceable:
- if the provision would not be invalid, voidable or not enforceable if a word or words were deleted, 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.

**16.5 Interest**

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

**16.6 Waiving breaches of this agreement**

- (a) 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.
- (b) 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.
- (c) A right of CityLink Melbourne created under this agreement may only be waived by CityLink Melbourne in writing signed by CityLink Melbourne.

**16.7 Representations and warranties**

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

**16.8 Consent to use and disclose information**

You consent to CityLink Melbourne using or disclosing any information you provide to CityLink Melbourne if the information is used or disclosed for the purposes of this agreement and including the exchange of information between CityLink Melbourne and the operator of EastLink for the purposes of this agreement.).

You consent to CityLink Melbourne disclosing any of the Account Information or information that you provide 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.

**16.9 Privacy Code**

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

**16.10 Recovery of costs**

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

## 17. In reading this agreement, these rules apply

In this agreement 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 CityLink Melbourne just because it 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.

## Schedule 1 - Meaning of Words

### Part A – Definitions

<b>Act</b>	The Melbourne City Link Act 1995 (Vic).
<b>Address</b>	The last mailing address advised to CityLink Melbourne by you.
<b>Automatic Payment</b>	A standing authorisation given by you to CityLink Melbourne over: PRE-PAY ACCOUNT: a Bank account or a credit card PAY-AS-YOU-GO ACCOUNT: a credit card account for your Monthly Payment.
<b>Bank</b>	Any bank or financial institution including a credit card provider.
<b>Business Day</b>	Any day which is not a Saturday, Sunday or public holiday in Melbourne.
<b>CityLink</b>	The Link road and Extension road as defined in the Act, and any part of those roads.
<b>CityLink Account</b>	Your account with CityLink Melbourne.
<b>CityLink Account Balance</b>	If you have a Pre-Pay Account, the total of all of the payments (and other amounts) which have been credited to your CityLink Account less any toll, fee, tax, charge or other amount which is debited to your CityLink 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 CityLink Melbourne has debited to your CityLink Account since the last Monthly Date (or, for the first Monthly Payment, since your Start Date) and any other amounts which you owe CityLink Melbourne since the last Monthly Date (or for the first Monthly Payment,

since your Start Date) less any payments (and other amounts) credited to your CityLink Account since the last Monthly Date (or for the first Monthly Payment, since your Start Date).

<b>CityLink Customer Centre</b>	The CityLink Customer Centre located at: 67–71 Lorimer Street Docklands, Melbourne 3008 and any other location as advised by CityLink Melbourne from time to time.
<b>CityLink Melbourne</b>	CityLink Melbourne Limited ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents and nominees.
<b>CityLink Register</b>	The register of vehicles established and maintained by CityLink Melbourne under section 73A of the Act.
<b>Concession Deed</b>	The Concession Deed between CityLink Melbourne, the State of Victoria and others attached to the Act.
<b>EastLink</b>	has the same meaning as “EastLink” in the EastLink Project Act (2004).
<b>EastLink Customer Centre</b>	means the EastLink Customer Centre and the retail shops as specified in the EastLink website.
<b>Eligible Toll Road</b>	levied for the passage of vehicles and on which you can use your CityLink e-TAG or your Nominated Taxi. For further details, please refer to our website.
<b>e-TAG device</b>	The transponder owned by CityLink Melbourne and licensed to you for the duration of this agreement.
<b>Holder</b>	The device which will be attached to the windscreen to hold the e-TAG device.
<b>Late Toll invoice</b>	A request for payment (or further request for payment) issued by us, which may include a tolls payable by you and a Toll Administration Fee.
<b>Manual Payment</b>	A payment received by CityLink Melbourne by way of cash, a manual credit card, Bpay or eftpos transaction, a bank cheque or a personal cheque.
<b>Monthly Date</b>	The day of the month on which CityLink Melbourne will withdraw funds from your nominated Bank account, which will be the same day of each month as: <ul style="list-style-type: none"> <li>the day on or close to the day on which the Start Date occurs, but in any event not later than 10 days after your Start Date; or</li> <li>a day agreed between you and CityLink Melbourne, so long as this day will not be more than 28 days after the last Monthly Date on which a Monthly Payment was made.</li> </ul> <p>CityLink Melbourne will not agree to change your Monthly Date until after your first Monthly Date. However, if a month does not contain that day (for example, because your Monthly Date is the 31st), the Monthly Date will be the last Business Day of that month.</p>
<b>Monthly Payment</b>	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 CityLink Account Balance on the Monthly Date and the Monthly Account Fee for the following month.
<b>Owner</b>	The person who owns the Taxi.

<b>Privacy Code</b>	means the Privacy Code available from our website.
<b>Remaining Account Balance</b>	The total of any: <ul style="list-style-type: none"> <li>• credit CityLink Account Balance;</li> <li>• Security Deposit; and</li> <li>• 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 CityLink Melbourne are deducted.</li> </ul>
<b>Start Date</b>	If your CityLink Account was opened before 3 January 2000, the Start Date for your e-TAG device is the earlier of: <ul style="list-style-type: none"> <li>• the first date (after 3 January 2000) that you use a Toll Zone; and</li> <li>• 28 December 2000.</li> </ul> <p>If your CityLink Account is opened on or after 3 January 2000, the Start Date is the date on which your CityLink Account is opened.</p> <p>Note: CityLink Melbourne cannot open your CityLink Account until you provide all the information that CityLink Melbourne needs to do so.</p>
<b>Tag Year</b>	For your e-TAG device, a consecutive 12 month period from: <ul style="list-style-type: none"> <li>• the Start Date; or</li> <li>• the anniversary of the Start Date.</li> </ul> <p>Where your e-TAG device is replaced, a Tag Year is calculated by reference to the original e-TAG device unless the replacement e-TAG device is part of a general release of “new generation” e-TAG devices. However, without changing the beginning of a Tag Year, a Tag Year for your e-TAG device will end on the earlier of:</p> <ul style="list-style-type: none"> <li>• the date that e-TAG device is returned to CityLink Melbourne without being replaced;</li> <li>• the date you told CityLink Melbourne that your e-TAG device has been lost or destroyed and you do not want to replace it; and</li> <li>• the date that your e-TAG device is replaced as part of a general release of “new generation” (eg. of an improved technology) e-TAG devices.</li> </ul>
<b>Taxi</b>	A vehicle which is the subject of a commercial passenger vehicle licence to operate as a taxi cab issued under the Transport Act 1983 (Vic).
<b>Taxi Driver Register</b>	The register of Taxi drivers established and maintained by CityLink Melbourne.
<b>Taxi Driver Registration</b>	Your registration by CityLink Melbourne on the Taxi Driver Register.
<b>Taxi Vehicle Register</b>	The register of Taxis established and maintained by CityLink Melbourne.
<b>Toll Administration Fee</b>	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.
<b>Toll Customer Ombudsman</b>	means the Ombudsman for the tolling industry and the contact details can be obtained from our website.

<b>Toll Zone</b>	A part of CityLink specified to be a toll zone under the Act.
<b>Trip</b>	The driving of a Taxi in 1 direction in 1 or more Toll Zones uninterrupted by exit and subsequent re-entry of: <ul style="list-style-type: none"> <li>• CityLink other than travel directly between the Southern Link and the Western Link; or</li> <li>• another Eligible Toll Road, as determined by the operator of that Eligible Toll Road.</li> </ul>
<b>Trip Cap</b>	The maximum tolls which will be debited to your CityLink for each Trip. The amount is determined by us in line with the Act or by an operator of another Eligible Toll Road.
<b>you/your</b>	You, the customer, who has opened the CityLink Account with CityLink Melbourne and your properly authorised agents.

### Part B – Fees and Charges

	Description	Amount, Fee or Charge (inclusive of GST where applicable)
<b>Administration Fee</b>	This is the amount that will be debited to your CityLink Account to cover CityLink Melbourne's administrative costs.	\$2.00
<b>Agreed Replenishment Amount</b>	If you have a Pre-Pay Account with Automatic Payment, this is the amount that CityLink Melbourne will draw from your Bank account or credit card account after your CityLink Account Balance falls below the Top Up Trigger as explained in clause 11.1. If you have a Pre-Pay Account with Manual Payment this is the amount by which you must top up your CityLink Account.	Either: (a) \$25.00 in the case of an automatic payment or (b) \$40.00 in the case of a manual payment
<b>Annual Detailed Statement Fee</b>	For each year you agree to pay this fee, CityLink Melbourne will send you a detailed statement (instead of the free summary statement) for each 3 month period in that year.	\$11.00.
<b>Dishonour Fee</b>	This is the amount that will be debited to your CityLink Account if your payment is not successful made, unless the unsuccessful payment is CityLink Melbourne's or CityLink Melbourne's Bank's fault.	The charge imposed on CityLink Melbourne by CityLink Melbourne's Bank as a result of your unsuccessful payment.
<b>e-TAG Non-Return Fee</b>	This is the amount that you must pay CityLink Melbourne if your e-TAG is lost, damaged or if you do not return it to the CityLink Customer Centre when this contract requires you to do so.	\$55.00.
<b>Low Account Balance</b>	If you have a Pre-Pay Account, and your CityLink Account Balance falls below this amount, CityLink Melbourne may send you a letter to remind you to top up your CityLink Account.	The balance at which CityLink Melbourne believes that you should be reminded to top up your CityLink Account.

<b>Minimum Annual Payment</b>	This is the minimum amount of tolls and taxes which you must pay each Tag Year. Your CityLink Account will only be debited with the difference between this amount and the actual tolls and taxes charged to your e-TAG device.	\$27.50 from 1 January 2002
<b>Monthly Account Fee</b>	This fee is debited only to Pay-as-you-Go Accounts for the administration of your CityLink Account.	\$2.75 per month (payable in advance).
<b>One-off Detailed Statement Fee</b>	You pay this fee to get a one-off detailed statement for up to 3 months.	\$3.30 for each time you request a one-off detailed statement.
<b>Opening Amount</b>	This is the amount which you pay CityLink Melbourne to open your CityLink Account.	(a) Pre-Pay: <ul style="list-style-type: none"> <li>minimum \$50.00 credit to your CityLink Account.</li> </ul> (b) Pay-as-you-Go: <ul style="list-style-type: none"> <li>\$20.00 (refundable deposit converting to a credit to your CityLink Account after the first Tag Year).</li> </ul>
<b>Re-registration Fee</b>	This is the amount that CityLink Melbourne may charge you if your Taxi Driver Registration has been suspended or cancelled and at your request, CityLink Melbourne re-registers you on the Taxi Driver Register	\$11.00
<b>Security Deposit</b>	CityLink Melbourne may require you to pay this deposit as security.	\$50.00
<b>Top Up Trigger</b>	If you have a Pre-Pay Account, when your CityLink Account Balance falls to this amount: <ul style="list-style-type: none"> <li>if you are an Automatic Payment customer, CityLink Melbourne will draw the Agreed Replenishment Amount from your Bank account or credit card account; or</li> <li>if you are a Manual Payment customer, you should top up your CityLink Account.</li> </ul>	The following amounts, or any larger amounts agreed between CityLink Melbourne and you: <ul style="list-style-type: none"> <li>\$10.00 if you are an Automatic Payment customer; or</li> <li>\$25.00 if you are a Manual Payment customer.</li> </ul>
<b>Voluntary Replacement Fee</b>	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.

## Taxi Owner/Driver Customer Service Agreement

### 1. How your agreement works

This agreement contains special conditions for customers who are both an owner and a driver of Taxis (the "Owner/Driver"). Owner/Drivers who open an Owner/Driver CityLink Account will have an agreement with CityLink Melbourne comprised of the Taxi Owner Customer Service Agreement for CityLink Accounts (the "Owner Terms") and the Taxi Driver Customer Service Agreement for CityLink Accounts (the "Driver Terms"), subject to the modifications below.

Owner/Drivers who accept this Customer Service Agreement will not have a separate Owner agreement and Driver agreement.

### 2. Acceptance

An Owner/Driver accepts this Customer Service Agreement by any of the ways described in the Owner Terms or the Driver Terms (eg by opening the seal of the e-TAG pack). By accepting this Customer Service Agreement the Owner/Driver accepts the Owner Terms and the Driver Terms as modified below.

### 3. CityLink Account

- The Owner/Driver will have only 1 CityLink Account and not a separate Owner CityLink Account and Driver CityLink Account.
- Any reference to "CityLink Account" in the Owner Terms or the Driver Terms is a reference to the Owner/Driver's CityLink account with CityLink Melbourne under this agreement.

### 4. Payments and statements

- Payments and statements in relation to the CityLink Account will be in line with clauses 9 and 10 of the Owner Terms. Clauses 2.2(b), 6, 10 and 11 of the Driver Terms will not form part of this agreement.
- Any special conditions in the Driver Terms which apply only to Pre-Pay Accounts or apply only to Pay-as-you-Go Accounts will not form part of this agreement.

### 5. Suspension and cancellation

In addition to the situations in clauses 14.3 and 14.4 of the Driver Terms, CityLink Melbourne may suspend or cancel the Owner/Driver's Taxi Driver Registration if:

- the Owner/Driver fails to pay the Due Payment by the Payment Date in line with clause 10 of the Owner Terms; or
- Taxi Registration of the Owner/Driver's Taxis has been suspended or cancelled.

In addition to the situations in clauses 13.3 and 13.4 of the Owner Terms, CityLink Melbourne may suspend or cancel the Taxi Registration of the Owner/Driver's Taxis if the Owner/Driver's Taxi Driver Registration is suspended or cancelled.

## 6. Definitions and interpretation

- (a) Terms which have a defined meaning in the Owner Terms or the Driver Terms have the same meaning in this agreement.
- (b) In the event of any inconsistency between the Owner Terms and the Driver Terms, the Owner Terms will prevail subject to this agreement.
- (c) Despite clause 6(b), a reference to:
  - (1) "Administration Fee" in clauses 5.2(d), 9.1 and 9.2 of the Driver Terms has the same meaning as the definition of "Administration Fee" in the Owner/Driver Terms; and
  - (2) "Start Date" in clause 5.2(d) and Schedule 1 of the Driver Terms has the same meaning as in the definition of "Start Date" in the Owner/Driver Terms.
- (d) Clause 12 of the Owner Terms applies to all of the terms and conditions of this agreement.

## CityLink Taxi Passes customer service agreement

### 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 Taxi Pass, you agree that this agreement will have started immediately before you used CityLink.

### 2. What to do if you want a CityLink Taxi Pass

#### 2.1 What is a CityLink Taxi Pass?

There are two types of CityLink Taxi Pass. They are the:

- CityLink Metro Taxi Pass
  - (a) Are only available to M plated Taxis.
  - (b) Includes:

#### **24 Hour Pass**

The 24 Hour Pass is an arrangement for the driver of a Nominated Taxi 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").

#### **Tulla Pass**

The Tulla Pass is an arrangement for the driver of a Nominated 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).

- (c) A total of 12 Metro Taxi Passes may be used for any Nominated Taxi in a Year.

For example, 6 24 Hour Passes or 6 Tulla Passes or any combination totalling no more than 12 CityLink Metro Taxi Passes may be used for any Nominated Taxi in any consecutive, rolling 12 month period.

- CityLink Rural Taxi Pass
  - (a) Is only available to C or U plated Taxis.
  - (b) Includes:

#### **Rural Taxi Pass**

The Rural Taxi Pass is an arrangement for the driver of a Nominated Taxi 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.

#### **24 Hour Pass**

The 24 Hour Pass is an arrangement for the driver of a Nominated Taxi 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").

#### **Tulla Pass**

The Tulla Pass is an arrangement for the driver of a Nominated 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).

- (c) A total of 52 Rural Taxi Passes may be used for any Nominated Taxi in a Year.
- For example, 18 Rural Taxi Passes or 17 24 Hour Passes or 17 Tulla Passes or any combination totalling no more than 52 CityLink Rural Taxi Passes may be used for any Nominated Taxi in any consecutive, rolling 12 month period.

#### 2.2 What you must do to use a CityLink Taxi Pass?

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

- (a) tell CityLink Melbourne your Nominated Day, the details of your Nominated Taxi and the type of CityLink Taxi Pass you wish to buy; and
- (b) pay CityLink Melbourne the relevant CityLink Taxi Pass Toll.

#### 2.3 When is your Nominated Taxis registered for a CityLink Taxi Pass?

- (a) CityLink Melbourne agrees to register your Nominated Taxis on the CityLink Register if:
  - (1) you do the things required by clause 2.2;

- (2) no more than 12 Metro Taxi Passes have been used for the Nominated Taxi in the Year commencing on the day that the Nominated Taxi is first used on CityLink (including the Metro Taxi Pass used for that day);
  - (3) no more than 52 Rural Taxi Passes have been used for the Nominated Taxi in the Year commencing on the day that the Nominated Taxi is first used on CityLink (including the Rural Taxi Pass used for that day); and
  - (4) For the specified period of:
    - Metro Taxi Pass (24 Hour Pass or Tulla Pass), 24 hours starting from your first Trip on your Nominated Day; or
    - Rural Taxi Pass (Rural Taxi Pass, 24 Hour Pass or Tulla Pass), 24 hours starting from your first Trip on your Nominated Day;
- (b) Your CityLink Taxi Pass only takes effect when your Nominated Taxi is actually recorded as registered on the CityLink Register by CityLink Melbourne. If you buy your CityLink Taxi 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.
- (c) If you bought a:
- (1) Metro Taxi Pass (24 Hour Pass or Tulla Pass), your CityLink Taxi Pass expires and your Nominated Taxi 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) Rural Taxi Pass (Rural Taxi Pass, 24 Hour Pass or Tulla Pass), your CityLink Taxi Pass expires and your Nominated Taxi 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
- (d) Your CityLink Taxi Pass expires when CityLink Melbourne records it as expired on the CityLink Register or when CityLink Melbourne removes your Nominated Taxi Vehicle from the CityLink Register.
- (e) CityLink Melbourne may register your Nominated Taxi even if you haven't complied with clause 2.2.

#### 2.4 How your CityLink Taxi Pass works

A CityLink Taxi Pass only allows you to use CityLink if you bought a:

- (a) Metro Taxi Pass, for a period of 24 consecutive hours starting from the time of your first Trip on your Nominated Day; or

- (b) Rural Taxi Pass, for a period of 24 consecutive hours starting from the time of your first Trip on your Nominated Day.

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

### 3. Your Nominated Day and Nominated Taxi

#### 3.1 Which day you can nominate

The Nominated Day for your CityLink Taxi Pass may only be:

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

#### 3.2 How to change your Nominated Day or your Nominated Taxi

(a) You may only change:

- (1) your Nominated Taxi by contacting CityLink Melbourne BEFORE 10 PM on the day before your Nominated Day, and nominating another Taxi 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, 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, 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 Taxi or Nominated Day if you cannot quote your CityLink Taxi Pass Number.

#### 3.3 What if you do not use your CityLink Tax 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 Taxi Pass.

### 4. What if your Nominated Taxi is lost or stolen?

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

### 5. Limit on number of CityLink Taxi Passes

You understand that:

- (a) you are responsible for ensuring that your Nominated Taxi is registered on the CityLink Register each time you use CityLink;

- (b) a total of 12 Metro Taxi Passes only may be used for any Nominated Taxi in a Year and that; or
- (c) a total of 52 Rural Taxi Passes only may be used for any Nominated Taxi in a Year and that:
  - the date that a CityLink Taxi Pass is used is the Nominated Day for that CityLink Taxi Pass; and
  - each CityLink Taxi Pass used for a Nominated Taxi will be treated as 1 CityLink Taxi Pass.
- (d) in any Year, CityLink Melbourne will not register your Nominated Taxi on the CityLink Register when you buy a CityLink Taxi Pass if more than 12 Metro Taxi Passes or more than 52 Rural Taxi Passes have been used for your Nominated Taxi in that Year.

For example, even if you have bought a CityLink Taxi Pass for the Nominated Taxi 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](http://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 Nominated Taxi 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 Taxi 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 Taxi's Registration Number when your Nominated Taxi 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

<b>Act</b>	The Melbourne City Link Act 1995 (Vic).
<b>CityLink</b>	The Link road and Extension road as defined in the Act, and any part of those roads.
<b>CityLink Customer Centre</b>	The CityLink Customer Centre located at: 67–71 Lorimer Street Docklands, Melbourne 3008 and any other CityLink Customer Centres advertised by CityLink Melbourne from time to time.
<b>CityLink Melbourne</b>	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents and nominees.
<b>CityLink Taxi Pass</b>	The registration of your Nominated Taxi under Part 4 of the Act, for a period of: <ul style="list-style-type: none"> <li>• 24 hours from your first Trip if you buy a CityLink Metro Taxi Pass;</li> <li>• 24 hours from your first Trip if you buy a CityLink Rural Taxi Pass;</li> <li>• 24 hours from your first Trip if you buy a 24 Hour Pass;</li> <li>• 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.</li> </ul>
<b>CityLink Pass Number</b>	An identifying number for your CityLink Taxi Pass that CityLink Melbourne provides to you.
<b>CityLink Pass Toll</b>	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.

<b>CityLink Register</b>	The register of vehicles established and maintained by CityLink Melbourne under section 73A of the Act.
<b>CityLink Registration</b>	The registration by CityLink Melbourne of your Nominated Vehicle on the CityLink Register.
<b>Midnight</b>	Means the point of time when a day ends.
<b>Nominated Day</b>	The day you have nominated under clause 2.2 (or as changed under clause 3.2).
<b>Nominated Taxi</b>	The Taxi 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).
<b>Noon</b>	Means midday, or 12 pm.
<b>Registration Number</b>	the combination of numbers, letters, or numbers and letters on the number plate of your Nominated Vehicle, as assigned to that vehicle by the relevant registration authority (eg VicRoads).
<b>Privacy Code</b>	Means the Privacy Code available from the CityLink website.
<b>Taxi</b>	A vehicle which is the subject of a commercial passenger vehicle licence to operate as a taxi cab issued under the Transport Act 1983 (Vic).
<b>Trip</b>	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).
<b>Toll Administration Fee</b>	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.
<b>Tolling Customer Ombudsman</b>	Means the ombudsman for the tolling industry and the contact details can be obtained from our website.
<b>Tulla Section</b>	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.
<b>Year</b>	A consecutive 12 month period from any particular day to the anniversary of that day.
<b>You/your</b>	You, the customer who has bought this CityLink Pass from CityLink Melbourne and your properly authorised agents.