



Motor Car Trader Account Customer Service Agreement

Consolidated for all amendments - last updated 19 July 2018

1. Your agreement with us

This service is provided by CityLink Melbourne Limited ABN 65 070 810 678 under the brand, Linkt.

Linkt and Linkt Melbourne are trade marks of Transurban Limited used under licence by CityLink Melbourne Limited ABN 65 070 810 678.

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

This agreement starts when you accept this agreement by:

- (a) accepting it in writing;
- (b) keeping the Tag device(s);
- (c) accepting the agreement orally; or
- (d) conduct (e.g. by contacting us to open an Account).

2. Motor Car Trader Account

The Motor Car Trader Account will only be available to customers who hold a motor car trader's licence issued under the *Motor Car Traders Act 1986* (Vic). This special agreement is provided by us to accommodate the special characteristics of the motor car trade.

Before using CityLink, every vehicle must be registered on the Linkt Register or exempt from the requirement to be registered.

3. What to do before using CityLink

You must do the following things before using CityLink:

- (a) complete the Application Form and provide all details (including your LMCT), as required by us;
- (b) tell us the:
 - (1) Registration Number, make, model, year and colour and/or Class of each vehicle;
 - (2) Trade Plate Number of each Trade Plate and the Class of vehicle those Trade Plates will be used with; and
 - (3) details of sales personnel to be assigned an Taga Tag and the class of vehicle those Tags will be used with, to be linked to the Account;
- (c) open any Sub-Accounts required; and
- (d) make sure that the Tags linked to the Account have been allocated to the correct vehicle, Trade Plate or sales personnel.

Receipt of Tags

You must install each Tag in the vehicle specified by us for that Tag in line with the instructions supplied with the Tag.

Linkt Registration of your vehicles

We agree to register the vehicles notified to us on the Linkt Register if you comply with this agreement. Registration only takes effect when a vehicle is actually recorded as registered on the Linkt Register by us.

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

Trade Plate Registration

We agree to register a Trade Plate notified to us on the Trade Plate Register if you comply with this agreement. Registration only takes effect when a Trade Plate is actually recorded as registered on the Trade Plate Register by us.

We agree to exempt a vehicle from the requirement to be registered on the Linkt Register if that vehicle has a Nominated Trade Plate attached to the front and the rear of that vehicle in accordance with Regulation 222(1) of the Road Safety (Vehicles) Regulations 1999 (Vic) as if the Trade Plate were issued under Regulation 221 and the vehicle was a registered vehicle within the meaning of the Regulations.

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

No registration of vehicles carrying a Tag

You acknowledge that a vehicle with a Tag installed will not be registered on the Linkt Register or exempt from the requirement to be registered, unless:

- (a) the vehicle is registered on the Linkt Register by us; or
- (b) a Trade Plate registered on the Trade Plate Register by us is attached to that vehicle.

Linking extra vehicles, Trade Plates and Tags to the Account

You may link extra vehicles, Trade Plates and Tags to the Account if you comply with this agreement and give the required details to us including the Registration Number of each vehicle and the Class of vehicles to be used with the Trade Plate and Tag.

Sub-Accounts

You may open Sub-Accounts by contacting us. You must open:

- (a) a Sub-Account for Trade Plates, if any Trade Plates are linked to the Account;
- (b) a Sub-Account for sales personnel, if any Tags assigned to sales personnel are linked to the Account; and
- (c) a Sub-Account for vehicles, if (a) or (b) above apply.

4. Tag device and the tolling system

Installing and using the Tags

You must:

- (a) install each Tag in line with the instructions supplied with that Tag;
- (b) always have a Tag in a Holder in a Nominated Vehicle when that vehicle is used on CityLink;
- (c) if a Tag is assigned to a Nominated Vehicle, only use the Tag in that Nominated Vehicle;
- (d) if a Tag is assigned to a Nominated Trade Plate, only use the Tag in a vehicle that Nominated Trade Plate is attached to;
- (e) keep each Tag in good condition;
- (f) only use each Tag in a vehicle in the same class as the Tag and only in one of your vehicles; and promptly return a Tag to us when requested by us.

Travel on CityLink

We will operate the CityLink electronic tolling system to detect vehicles that make Trips on CityLink by identifying your Tag, Nominated Trade Plate or the vehicle's Registration Number. We will charge the relevant CityLink Tolls to your Account which may be based on your Tag, the Linkt Registration, the Trade Plate Registration, or the observed Class of your vehicle.

You are also responsible for the Tolls or fees incurred by any vehicle that you drive on CityLink, whether or not it is a Nominated Vehicle.

Travel on Eligible Toll Roads

Other Eligible Toll Road operators may operate electronic tolling systems on their toll roads to detect vehicles that make Trips on those toll roads by identifying the Tag, Nominated Trade Plate or the vehicle's Registration Number. The Eligible Toll Road operator will send Trip data and the relevant Tolls to us so we can charge those Eligible Toll Road Tolls (and any fees if applicable) to your Account. We will charge those amounts determined as payable by the Eligible Toll Road operator and we are not responsible for confirming the accuracy of that information.

Responsibility for Tag, Nominated Trade Plates and Nominated Vehicles

You are responsible for all Nominated Vehicles, Nominated Trade Plates and Tags linked to the Account and for making sure that all Nominated Vehicles, Nominated Trade Plates and Tags are used in line with this agreement. You must procure, and are responsible for, the performance of this agreement by any employee or other person who uses your vehicle(s) or a Tag linked to the Account.

Although we may send a letter to the Billing Address or signal your Tag to beep to tell you about certain events which affect the Linkt Registration of a Nominated Vehicle or Trade Plate Registration of a Nominated Trade Plate, you are responsible for making sure that the Linkt Registration of a vehicle and Trade Plate Registration of a Trade Plate is not suspended or cancelled.

Where a Tag linked to the Account is detected on CityLink we need not ask which vehicle the Tag was in.

5. When you should contact us

Each time one of your vehicles passes through a Toll Zone, the Tag in that vehicle should "beep":

- **One beep** means that everything is operating normally;
- **No beep** means there may be a problem with a Tag linked to the Account. You may complete the Trip, but you must contact us before using CityLink again; and
- **Four beeps** means that the CityLink Registration of a Nominated Vehicle or Trade Plate Registration of a Nominated Trade Plate (as applicable) has been suspended or cancelled. The driver may be issued with a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice. You must contact us before you or your vehicles travel on an Eligible Toll Road again.

You should also contact us as soon as possible when:

- (a) a Tag, Nominated Vehicle, Nominated Trade Plate or the Number Plate of a Nominated Vehicle is lost or stolen;
- (b) you wish to transfer a Tag from one vehicle to another within your fleet or wish to use a Tag in a vehicle which is not a Nominated Vehicle and does not have a Nominated Trade Plate attached;
- (c) a Tag is damaged;
- (d) you want to change or link to or unlink from the Account:
 - a Nominated Vehicle (or Registration Number of a Nominated Vehicle);
 - a Nominated Trade Plate; or
 - a Tag;

- (e) you change billing address or other contact details (including the details of the Authorised Customer Contact);
- (f) you become aware of anything that may or will affect a payment under this agreement;
- (g) your Nominated Vehicle is modified after it is registered; or
- (h) you are unsure whether your vehicle is registered in the correct Class.

6. If you do not make contact when required

If you do not contact us to inform us of any new vehicles that travel on CityLink, those vehicles will not be registered on the Linkt Register. If those vehicles are detected using CityLink without an appropriate Tag you may receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice.

A vehicle may not be registered to use CityLink or exempt from the requirement to be registered, if you do not contact us as soon as you become aware of anything that may or will affect a payment under this agreement and fix the problem.

We may debit Tolls to the Account when a Nominated Vehicle, Nominated Trade Plate or a Tag linked to the Account is detected on CityLink if you do not contact us when:

- a Nominated Vehicle, the Number Plate of a Nominated Vehicle, Nominated Trade Plate or a Tag linked to the Account is lost or stolen;
- you sell or change a Nominated Vehicle linked to the Account or change the Registration Number of a Nominated Vehicle; or
- a Nominated Trade Plate is no longer held by you.

7. Charging Tolls to your Account

You will be charged Tolls for using CityLink which are set in line with the Act. CityLink Toll prices are available on our website or upon request. If you have given us incorrect information about the Class of your Nominated Vehicle(s) or other vehicle(s) you drive on CityLink we may charge you the applicable Tolls based on the vehicle's correct Class.

You will be charged Tolls for using other Eligible Toll Roads which are set by the relevant Eligible Toll Road operator. Current Toll prices are available from the relevant Eligible Toll Road operator.

We will charge Tolls to your Account when one or more of a Tag, Nominated Trade Plate, Number Plate of a Nominated Vehicle or a Nominated Vehicle, linked to the Account is detected in a Toll Zone or on an Eligible Toll Road, subject to clause 17.

For each Trip that a Tag, Nominated Trade Plate, Number Plate of a Nominated Vehicle or Nominated Vehicle is detected on CityLink, we will only charge Tolls to the Account up to the Trip Cap.

We will debit Tolls to the Account regardless of who was driving the vehicle at the time and whether or not you authorised, or were aware of the use of the Nominated Vehicle, Nominated Trade Plate or Tag.

On or after the Start Date for a Tag, we will debit Tolls and may debit a No Tag in Vehicle Fee to the Account for each trip that a Tag or your vehicle without an activated Tag, is detected on an Eligible Toll Road between the time you originally contacted us to open the Account and the Start Date.

If your vehicle is also linked to another Account, and that vehicle is detected on an Eligible Toll Road without a Tag, we may choose which Account will be debited with the Tolls and any applicable fees from that Trip.

If we have sent you a Toll Invoice in respect of any Trip(s), we may charge the applicable Toll(s) and Toll Administration Fee(s) to your Account if the Toll Invoice remains unpaid after 28 days.

8. If a Nominated Vehicle, Number Plate, Nominated Trade Plate or Tag is lost or stolen

We will not charge Tolls to your Account if after you have notified both the police and us that:

- (a) your Nominated Vehicle has been stolen, we detect that Nominated Vehicle driving through a Toll Zone;
- (b) your Tag has been lost or stolen, we detect that Tag in a Toll Zone;
- (c) a Nominated Trade Plate has been stolen, we detect the Nominated Trade Plate on a vehicle (which is not your vehicle or which is not a vehicle being driven by or authorised to be driven by a sales person who has been assigned a Tag linked to the Account) in a Toll Zone;
- (d) a Number Plate of a Nominated Vehicle has been stolen, we detect the Number Plate on a vehicle (which is not your vehicle or which is not a vehicle being driven by or authorised to be driven by a sales person who has been assigned a Tag linked to the Account) in a Toll Zone.

We will resume charging Tolls to your Account when you notify us or we become aware, that you have recovered the stolen Nominated Vehicle, lost or stolen Tag, stolen Nominated Trade Plate, or stolen Number Plate.

You must provide us with a copy of any relevant police report, a statutory declaration or an insurance claim if we request it.

9. Annual Account Fee

We will charge you the Annual Account Fee as part of the first statement and on each anniversary of the earliest Start Date of any of your Tags or Trade Plates.

We may charge a further Annual Account Fee in the same way for each Sub-Account you open.

10. Security Deposits

If we ask you to pay a Security Deposit, you must pay us the Security Deposit within 5 Business Days of receiving a request to do so.

Security Deposits (and other deposits which are to be treated like a Security Deposit) will not be credited to your Account.

We may use the Security Deposit (and other deposits which are to be treated like a Security Deposit) in part or full payment (at our discretion) of any amount you owe us under this agreement.

11. Additional fees and payments

If you use CityLink without your Tag being detected

For each Trip that your Nominated Vehicle or vehicle with a Nominated Trade Plate attached is detected using CityLink without your Tag being detected, we may, as well as charging you Tolls, charge the No Tag in Vehicle Fee to your Account unless we are responsible for the failure to detect your Tag.

Tag Non-Return Fee

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

If you use CityLink in a Nominated Vehicle with a different Class from your Tag

If a person uses CityLink in a vehicle with a Tag linked to your Account which is of a different Class from that vehicle, we may debit the appropriate Tolls and applicable fees to your Account. It is your responsibility to confirm that your vehicle is registered in the correct Class at all times.

Late Payment Fee

If payment of the Due Payment is not received within 14 days after the end of a Payment Period, we may charge the Late Payment Fee to your Account.

Payment Card Surcharge

Where you pay your Account via an accepted credit card or debit card, you may be charged a Payment Card Surcharge on the amount paid.

When you agree to additional payments

We may charge to, or debit from, your Account any fee, tax, charge, or amount if you have agreed to pay, or you owe us that fee, tax, charge, or amount under this agreement.

Toll Administration Fee

If you receive a Toll Invoice you agree to pay any applicable Toll Administration Fee(s).

Travel on Eligible Toll Roads

We may debit the relevant Tolls and fees charged by other Eligible Toll Road operators from your Account when your Tag or Nominated Vehicle is detected on that Eligible Toll Road.

12. Invoices

Electronic invoices are provided monthly free of charge if your Account has been used during that period. As soon as practical after the end of each Payment Period, we will send you a detailed invoice to your nominated invoice email address.

The invoice will state the Due Payment for that Payment Period.

If you have a Standing Authorisation Account, the Due Payment must be paid by Automatic Payment. If you have any other type of Account (i.e. not a Standing Authorisation Account), you must pay us the Due Payment by the Payment Date.

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

Until the earliest Start Date of any of your Tags or Trade Plates, we will not provide you with credit for Tolls.

13. When is a payment made?

Payments are treated as made when we receive them.

If you are an Automatic Payment Customer, we will receive the Automatic Payment when it is credited successfully to our Bank account.

If you are not an Automatic Payment Customer, or if the Automatic Payment has failed or you have made other payment arrangements with us, we will receive your payments:

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

Where you pay your Account via an accepted credit card or debit card, you may be charged a Payment Card Surcharge on the amount paid.

If a payment is not made successfully, we will debit the Dishonour Fee to your Account (e.g. if a cheque or direct debit is dishonoured) unless the unsuccessful payment is our or our Bank's fault.

Late or part payment

We may at our discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If we do so, we will not lose any of our rights under this agreement.

We may allocate any such payment against any money you owe us as we deem necessary.

14. Questions, complaints and disputes

If you have a dispute or wish to make a complaint about the Linkt Registration of a vehicle, Trade Plate Registration of a Nominated Trade Plate or an amount debited, credited or not credited to your Account, the Authorised Customer Contact should contact us. A customer service officer will provide a response with reasons as soon as possible.

If you believe that the dispute or complaint has not been properly addressed, you have the right to have the issue reviewed by our Customer Resolutions team who will provide a response with reasons.

If you are still not satisfied with the response, you may take your complaint to the Tolling Customer Ombudsman.

If you believe there is an error (including trips, fees and charges) in your invoice, we require you to tell us of any errors or discrepancies promptly. You agree that if you wish to dispute anything in an invoice you must notify us within 60 days of the date of the invoice, after which no claim or dispute can be raised.

Where you dispute the Due Payment, we may (at our discretion):

- credit your Account for all or part of the disputed amount; or
- make other arrangements reasonably necessary to allow for the continued operation of the Account, until the dispute is resolved.

15. Changing this agreement

We may change any of this agreement (including the amount of any amount, fee or charge) by:

- (a) publishing the changes on our website, the date from which they will apply, and how you may obtain a copy of them; and
- (b) sending a copy of the changes to your Billing Address no later than the next invoice after the effective date of the changes, except when the changes either reduce fees or charges or are as a result of changes in taxes, in which case this is not required.

We may assign this agreement to another entity responsible for levying Tolls on CityLink in the same way.

Changes to this agreement or assignment of this agreement will apply from the date stated on our website or in the copy of the changes.

This clause does not apply to Tolls which are determined in line with the Act.

16. Suspension or cancellation

If Trips are made by vehicles that are suspended or cancelled from the Linkt Register or Trade Plate Register, you will not have a valid arrangement to make Trips, Accordingly the driver may commit an offence under the Act and receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice.

Linkt Registration of your vehicle or Trade Plate Registration of a Trade Plate is suspended or cancelled when we record it as suspended or cancelled on the Linkt Register or the Trade Plate Register or we remove it from the Linkt Register or Trade Plate Register.

We may cancel or suspend the Linkt Registration of any or all Nominated Vehicles, cancel the Trade Plate Registration of any or all Nominated Trade Plates or deactivate a Tag not assigned to a Nominated Vehicle or Nominated Trade Plate, if:

- (a) you request us to do so;
- (b) payment (including Automatic Payment) of a Due Payment is not made by the Payment Date;
- (c) a Nominated Vehicle, Nominated Trade Plate, a Tag, or the Number Plate of a Nominated Vehicle is reported as lost or stolen to both the police and to us;
- (d) you do not pay a Security Deposit for each Tag linked to the Account within 5 Business Days of receiving a request to pay a Security Deposit;
- (e) we consider that a Tag has been or is being misused;
- (f) we consider that you have not told us of a change of a:
 - Nominated Vehicle;
 - Registration Number of a Nominated Vehicle;
 - Nominated Trade Plate; or
 - Sales person assigned a Tag;
- (g) you use a Tag in a vehicle which is of a different Class from the Tag;
- (h) we are required to do so by law;
- (i) you do not comply with the terms and conditions of this agreement;
- (j) the Linkt Registration of a Nominated Vehicle or Trade Plate Registration of a Nominated Trade Plate is suspended for more than 1 month or on repeated occasions;
- (k) you become bankrupt or appear likely to become bankrupt;
- (l) you become insolvent or have a receiver, manager, administrator or liquidator appointed, or appear likely to do so;
- (m) you are a company and:
 - (1) you pass a resolution for winding up;
 - (2) an application is made for winding up and:
 - is not dismissed or withdrawn within 30 Business Days; or
 - an order is made for the company's winding up; or
 - (3) you enter into an arrangement, composition or compromise with any creditors;
- (n) we consider that a material adverse change has occurred in your credit rating;
- (o) we revoke the exemption described in clause 3; or
- (p) for any other reason we reasonably consider that cancellation of the Linkt Registration of any or all of the Nominated Vehicles or cancellation of the Trade Plate Registration of any or all of the Nominated Trade Plates is necessary.

In any of the circumstances where we may suspend or cancel the Linkt Registration of a Nominated Vehicle or the Trade Plate Registration of a Nominated Trade Plate, we may deactivate any or all Tags not assigned to a Nominated Vehicle or Nominated Trade Plate.

If we have suspended or cancelled the Linkt Registration of a vehicle or Trade Plate Registration of a Trade Plate, we will send a signal to the Tag linked to that vehicle or Trade Plate, to give 4 beeps each time the Tag passes through a Toll Zone on CityLink. You agree that this is a reasonable method of notice for us to use.

We may notify you of suspension or cancellation by giving notice in any other way allowed under this agreement or the Act.

If you wish to use CityLink after the Linkt Registration of a vehicle or Trade Plate Registration of a Trade Plate has been suspended or cancelled, you must first contact us and ask us to re-register the vehicle on the Linkt Register or re-register the Trade Plate on the Trade Plate Register.

If you do not re-register the vehicle or Trade Plate, and the vehicle or Trade Plate is detected on CityLink or any other Eligible Toll Road after the Linkt Registration of the vehicle or Trade Plate Registration of the Trade Plate has been suspended or cancelled, the driver of that vehicle may commit an offence under the Act and be issued with a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice.

If the Linkt Registration of a vehicle or Trade Plate Registration of a Trade Plate is suspended, we will re-register the vehicle or Trade Plate if you:

- (a) fix the problem which caused the suspension to our satisfaction; and
- (b) ask us to re-register the vehicle on the Linkt Register or re-register the Trade Plate on the Trade Plate Register.

We will only investigate a Toll Invoice issued by us once you have re-registered your vehicle with us.

You may end this agreement at any time by giving us notice that you want to close your account. We will then provide you with notice that the Linkt Registration of the Nominated Vehicles linked to your account is cancelled.

If the Linkt Registration of all Nominated Vehicles and the Trade Plate Registration of all Nominated Trade Plates linked to the Account is cancelled and all Tags not assigned to a Nominated Vehicle or Nominated Trade Plate are deactivated, then within 10 Business Days of receiving notice of that cancellation, you must:

- return the relevant Tags to us; and
- pay any debit Account Balance and any other amount you owe us.

We will refund any Remaining Account Balance within 10 Business Days of you completing your obligations under this clause.

17. When this agreement ends

This agreement will end 20 Business Days after the Linkt Registration of all your Nominated Vehicles and the Trade Plate Registration of all your Nominated Trade Plates is cancelled and all Tags not assigned to a Nominated Vehicle or Nominated Trade Plate are deactivated. The ending or cancellation of this agreement for any reason does not affect any rights that either you or we have against each other which arose at or before the end or cancellation of this agreement.

18. Liability

To the maximum extent permitted by law, we are not liable (whether in contract, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that you, your employees, agents, contractors or your customers or any other person incur arising directly or indirectly from the use of CityLink, or anything else in connection with this agreement.

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

Where liability cannot be excluded, any liability incurred by us in relation to the use of CityLink, your installation, use or removal of the Tag or the Holder or this agreement is limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

19. General

Ownership of the Tag and licence to use it

You do not own any Tag linked to your Account or provided to you. We will license you to use the Tag linked to your Account in line with this agreement.

You must return the Tag to us within 10 Business Days after we ask you to return it or within 5 Business Days after we ask you to return it if we have suspended the Linkt Registration of your Nominated Vehicles.

This agreement is the entire agreement

This agreement is the entire agreement about the Linkt Registration of your Nominated Vehicles, your Account and all other matters covered by this agreement. The only enforceable obligations and liabilities of you and us about the subject matter are those arising out of the provisions of this agreement or at law.

This agreement replaces all previous representations, communications and agreements on the subject matter.

Notices

Notices (which include any written communication or statement) to you may be:

- given personally to the Authorised Customer Contact;
- left at the Customer's Billing Address;
- sent to the Customer's Billing Address;
- sent by fax to the fax number last notified to us;
- sent by e-mail to the e-mail address last notified to us;
- sent by SMS message to the mobile phone number last notified to us;
- signalled through your Tag to give beeps each time your Tag passes through a Toll Zone; or
- given to you in any other way the law allows.

A notice given to you is taken to be also given to the Authorised Customer Contact and drivers and owners of the Nominated Vehicles.

Notices to us may be sent or delivered:

- to our address;
- by fax to our fax number; or
- by e-mail to our e-mail address.

Our contact details are on the back page of this agreement.

Notices take effect from the time they are received unless a later time is specified. Notices by Tag beeps are taken to be received when we signal the Tag to beep.

If Notices are sent by a fax machine which prints a transmission report showing that the fax was fully sent, they are taken to be received at the time shown in a transmission report which shows that the whole fax was sent. If notices are sent by post, they are taken to be received on the expiration of 3 Business Days after the date of posting. If notices are delivered personally or left at your address, they are taken to be received on the day of delivery if delivered before 4 pm on a Business Day and otherwise on the next Business Day. If notices are sent by e-mail or SMS, they are taken to be received on the next day after the date of sending. Where we agree to send you a notice under this agreement, we 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 we cannot control.

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

Any provision of this agreement must be read down to the extent necessary to prevent that provision or this agreement from being invalid, voidable or not enforceable in the circumstances. If 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 the rest of this agreement will continue to be fully enforceable.

Interest

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

Waiving breaches of this agreement

Unless otherwise expressly provided by this agreement, a party does not waive a right, power or discretion just because it:

- fails to exercise it;
- only exercises part of it; or
- delays in exercising it.

A waiver of one breach of a provision of this agreement does not operate as a waiver of another breach of the same provision or any other provision.

A right of ours created under this agreement may only be waived by us in writing signed by us.

Representations and warranties

You represent and warrant to us that:

- you have the power, authority and capacity to enter into this agreement; and
- the owners and users of all vehicles linked to your Account have consented to the linking of those vehicles to your Account and for you to be provided with information regarding their use of those vehicles.

Consent to use and disclose information

You consent to us using or disclosing any information (including personal information) you provide to us if the information is used or disclosed for the purposes contemplated by this agreement (including the exercise of any rights or the performance of any obligations under this agreement) or as detailed in our Privacy Policy.

You consent to any information (including personal information) about your Account, and any information you provide to us, being disclosed by us to credit reporting bodies or to debt collection agencies where you are in payment default. Our Credit Reporting Policy is available on our website.

We may use your personal information to research and develop new products and services, and conduct business planning.

You consent to us disclosing any information otherwise required by law (legislation or court order).

You consent to us disclosing to Eligible Toll Road operators and VicRoads any information (including personal information) that is required for toll enforcement or collection.

If you provide us with your email address or mobile phone number, you consent to us using those contact details to send you traffic updates and other notices relevant to your use of CityLink and any other Eligible Toll Roads. You can ask not to receive such communications at any time.

Privacy Policy

We will give you a copy of our Privacy Policy when you ask for a copy. Our Privacy Policy is available on our website.

Recovery of costs

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

20. Interpretation

In this agreement unless the contrary intention appears:

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

21. Definitions

Term	Definition
Account	Your Linkt account including any Sub-Accounts, Tags and Nominated Vehicles linked to the account.
Account Balance	The total of all Tolls, fees, taxes and charges which we debited to the Account since the end of the last Payment Period (or for the first Payment Period, since the earliest Start Date of any of your Tags) and any other amounts which you owe us which have been not paid by you.
Act	The <i>Melbourne City Link Act 1995 (Vic)</i> as substituted, amended or varied from time to time.
Application Form	The application form for a Motor Car Trader Account.
Authorised Customer Contact	Your authorised representative as notified to us by you.
Term	Definition
Automatic Payment	A standing authorisation given by you to us over a credit card account or other account held by you at a Bank for the Due Payment.
Bank	Any bank or financial institution, including a credit card provider, authorised to carry on banking or financial business within Australia.

Billing Address	The last mailing address advised to us by you.
Business Day	Any day which is not a Saturday, Sunday or public holiday in Melbourne.
CityLink	The CityLink road and Extension road as defined in the Act, and any part of those roads.
Class	A Motorcycle, Car, Light Commercial Vehicle or Heavy Commercial Vehicle as defined in the Toll Calculation Schedule in the Concession Deed.
Credit Reporting Policy	Credit Reporting Policy available from our website.
Concession Deed	Has the meaning given to 'the Agreement' in the Act.
Customer, you or your	The company, entity, person or person acting on behalf of the company or entity who has opened the Account with us.
Customer's vehicles or your vehicles	Nominated Vehicles, vehicles with a Nominated Trade Plate attached, vehicles being driven by (or authorised to be driven by) a sales person who has been assigned a Tag linked to the Account and vehicles carrying a Tag linked to the Account but not assigned to a Nominated Vehicle or Nominated Trade Plate
Due Payment	In respect of any Payment Period, the amount stated in the invoice for that Payment Period as the total of the Account Balance and any other amount that you owe us at the end of that Payment Period.
Eligible Toll Road	CityLink and those Australian roads, bridges, tunnels or locations on which a toll is levied for the passage of vehicles and for which you can use your Account to pay that toll. For further details, please refer to our website.
Holder	The device which will be attached to the windscreen of Nominated Vehicles to hold the Tag.
Infringement Notice	A fine or other financial impost issued by an enforcement agency of the relevant State government to the registered owner or nominated driver of a vehicle. Infringement Notices may be issued when full payment of a Toll Invoice has not been received by the relevant due date.
We, our or us	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678 and its successors, contractors, assignees, employees, agents, and nominees.
Linkt Register	The register of vehicles established and maintained by us under section 73A of the Act.
Linkt Registration	The registration by us of your vehicles on the Linkt Register.
Term	Definition
LMCT	The licence number of the Customer's motor car trader licence.
Nominated Vehicle	A vehicle which you have asked us to link to your Account and which is registered on the Linkt Register.

Number Plate	The physical plate which contains the vehicle's Registration Number.
Payment Date	The date fourteen days after the end of a Payment Period.
Payment Period	The period agreed between us and you for the billing of the Account (e.g. weekly, fortnightly, monthly). We will not agree to a Payment Period that is greater than monthly. The first Payment Period begins on the earliest Start Date for any of your Tags.
Privacy Policy	The Privacy Policy available from our website.
Registration Number	The combination of numbers, letters, or numbers and letters, or numbers and letters on the Number Plate of your Nominated Vehicle, as assigned to that vehicle by the relevant registration authority (e.g. VicRoads).
Remaining Account Balance	<p>The total of any:</p> <ul style="list-style-type: none"> • credit Account Balance; • Security Deposit; and • any other amounts which are treated like a Security Deposit, you have left after all outstanding fees, taxes, Tolls, toll credits, charges and any other amounts you owe us are deducted. <p>Toll credits cannot be redeemed for cash.</p>
Standing Authorisation Account	An Account which allows you to pay the Account Balance by Automatic payment.
Start Date	<p>The later of:</p> <ul style="list-style-type: none"> • the date that the Account was opened; and • 3 January 2000, <p>for all Tags linked to the Account on or before this date. The Start Date for any other Tag is the date on which that Tag is linked to the Account.</p>
Sub-Account	A sub-account which you may open with us for convenience in managing your business. Certain Sub-Accounts must be opened by you if you want to link Trade Plates or Tags assigned to your sales personnel, to the Account.
Tag	The transponder owned by us and licensed to you for the duration of this agreement.

Term	Definition
Tag Year	<p>For each Tag, a consecutive 12 month period from:</p> <ul style="list-style-type: none"> • the Start Date; or • the anniversary of the Start Date. <p>Where a Tag is replaced, a Tag Year is calculated by reference to the original Tag unless the replacement Tag is part of a general release of “new generation” Tags.</p> <p>However, without changing the beginning of a Tag Year, a Tag Year for any Tag will end on the earliest of:</p> <ul style="list-style-type: none"> • the date that Tag is returned to us without being replaced; • the date you tell us that the Tag has been lost or destroyed and you do not want to replace the Tag; • the date that Tag is replaced as part of a general release of “new generation” (e.g. of an improved technology) Tags; and • the date when the Linkt Registration of all vehicles linked to your Account and the Trade Plate Registration of all Trade Plates linked to the Account is cancelled.
Toll Administration Fee	<p>A toll administration fee calculated in accordance with the Act or, in relation to an Eligible Toll Road other than CityLink, such equivalent legislation that applies in relation to that Eligible Toll Road.</p> <p>This fee may be payable if you receive a Toll Invoice.</p>
Toll Calculation Schedule	<p>Has the meaning given to that term in the Concession Deed.</p>
Tolling Customer Ombudsman	<p>Means the ombudsman for the tolling industry and the contact details can be obtained from our website.</p>
Toll Invoice	<p>A request for payment issued to the registered owner or nominated driver of a vehicle for travel on CityLink or another Eligible Toll Road. Toll Invoices are issued by CityLink or another Eligible Toll Road operator and may include Tolls and Toll Administration Fees.</p>
Toll Zone	<p>A part of CityLink specified to be a toll zone under the Act.</p>
Tolls	<p>Tolls are the amount payable for travel on CityLink and other Eligible Toll Roads. CityLink Tolls are set in accordance with the Toll Calculation Schedule and may be updated quarterly. The full details appear in the Victoria Government Gazette (gazette.vic.gov.au). Tolls on CityLink vary depending on the Class of the Nominated Vehicle. It is your responsibility to ensure that each of your Nominated Vehicles is registered in the correct Class at all times.</p> <p>Current Toll prices for other Eligible Toll Roads are available from the relevant Eligible Toll Road operator.</p>
Trade Plate	<p>A trade plate is defined under the Road Safety (Vehicles) Regulations 1999 (Vic) as assigned to you by the relevant authority (e.g. VicRoads).</p>
Trade Plate Number	<p>The combination of numbers, letters, or numbers and letters on a Trade Plate.</p>
Trade Plate Register	<p>The register of Trade Plates, established and maintained by us.</p>
Trade Plate Registration	<p>The registration by us of your Trade Plates on the Trade Plate Register.</p>

Trip	The driving of a vehicle in one direction in one or more Toll Zones uninterrupted by exit and subsequent re-entry of CityLink other than travel directly between the Southern Link and the Western Link. For another Eligible Toll Road, a Trip will be determined by the operator of that Eligible Toll Road.
Trip Cap	The maximum Tolls which will be debited to your Account for each Trip. The amount is determined by us in line with the Act or, if applicable, by an operator of another Eligible Toll Road in respect of Trips on that Eligible Toll Road.

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

Name	Description	Amount, Fee or Charge
Annual Account Fee	This is the amount you must pay us to open and maintain an Account.	\$71.50 per annum
Dishonour Fee	This is the amount that is debited to your Account if your payment is not successfully made, unless the unsuccessful payment is our or our Bank's fault.	\$5.50 plus the charge imposed on us by our Bank as a result of your unsuccessful payment.
Late Payment Fee	This is the amount you must pay if payment of an amount you owe us is more than 5 days late.	\$5.50 plus 1.5% of the amount which was not paid on time.
No Tag in Vehicle Fee	This is the amount that Linkt may charge if your Nominated Vehicle is detected in a Toll Zone without a Tag being detected, unless we are responsible for the failure to detect your Tag.	\$0.55 per Trip.
Payment Card Surcharge	This is the amount that we may add to a payment to your Account, when you make a payment by an accepted credit card or debit card.	If you make a payment by an accepted credit card or debit card we are charged a merchant service fee by our financial institution. The current Payment Card Surcharge rates are available when you visit www.linkt.com.au
Security Deposit	We may require you to pay this deposit as security.	\$50.00 per Tag linked or proposed to be linked to your Account.
Tag Non-Return Fee	This is the amount that you must pay us if your Tag is lost, damaged, stolen, or not returned to us in accordance with this agreement.	\$15.00 per Tag device not returned.

Contact us

linkt.com.au

Phone: 13 33 31

For operating hours please visit our website

TTY service

Phone 13 36 77 and ask for Linkt
relayservice.gov.au

Interpreter Service

Phone 13 14 50

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