

**Phone**  
(03) 9955 1400

**Internet**  
EastLink.com.au

# Customer service agreement Business account

CE-MK-B-011 JULY 2017



# 1 Who we are

ConnectEast Pty Ltd is the operator of the EastLink® toll road, under a concession from the State of Victoria. Breeze® is the name of our tolling services. Breeze offers tag accounts, non-tag accounts and EastLink trip passes.

## 2 This agreement

### 2.1 Features of this agreement

This agreement is for the Business Account (**account**) that you have with us, which may be a Tag Business Account or a Non-Tag Business Account. The kind of Business Account you have chosen is confirmed in your welcome letter from us. This agreement covers the rights and obligations attached to the account, including:

- a) your rights to use each Vehicle and Tag (where applicable) linked to your account for travel on EastLink, CityLink and other Compatible Toll Roads (if any);
- b) registration of each Vehicle linked to your account on the EastLink Register;
- c) your obligations to make or authorise the payments required by this agreement, to look after Tags issued to you (where applicable) and to keep your Account Details up-to-date;
- d) our rights to charge your account for use of EastLink, CityLink and other Compatible Toll Roads, and to suspend or close your account if you don't comply with your obligations;
- e) our obligations to provide you with statements about your use of EastLink, CityLink and other Compatible Toll Roads and to maintain the privacy of your Personal Information.

### 2.2 Commencement of this agreement

This agreement commences when you accept this agreement. You'll be deemed to have accepted this agreement:

- a) if you applied online, when you indicate your acceptance on our Website; or
- b) if you applied over the phone or by post, when, after being provided with a copy of this agreement and a Tag (where applicable), either:
  - i) your Tag (where applicable) or a Vehicle linked to your account is detected travelling on EastLink, CityLink or a Compatible Toll Road; or
  - ii) you fail to notify us within 5 business days that you don't accept the terms of this agreement,whichever happens first; or
- c) if you applied in person, when you indicate your acceptance.

If you don't accept the terms of this agreement, you must notify us of this fact as soon as possible and, if you have a Tag Business Account, return the Tag to us as soon as possible, without opening the seal of the Tag pack. We'll refund any money you have paid in relation to opening the account.

### 2.3 Registration

Each Vehicle linked to your account will be registered on the EastLink Register. When you accept this agreement, commencement of registration will be effective from the time you asked us to open your account, or any earlier time in accordance with clause 2.4(a). If your Vehicle is not registered on the EastLink Register and your vehicle travels on EastLink, the driver or the registered owner may receive an invoice or request for payment from us and may be guilty of an offence under the Act.

### 2.4 Application to earlier travel

This agreement also applies to any travel on EastLink, CityLink and other Compatible Toll Roads in Vehicles linked to your account in:

- a) the 3 days before you asked us to open your account; and
- b) the time, if any, between you asking us to open your account, and the commencement of this agreement.

## 3 Your account

### 3.1 Tags and Vehicles

- a) You must:
  - i) for a Non-Tag Business Account, link at least two Vehicles to your account; and
  - ii) for a Tag Business Account, link at least two Tags or Vehicles to your account and at least one Vehicle for each Tag linked to your account.
- b) There is no upper limit on the number of Tags or Vehicles you can link to your account, subject to a satisfactory credit check.
- c) You may ask us to add new Tags or Vehicles to your account or remove Tags or Vehicles from your account at any time by notifying us of the Account Details that we need.

### 3.2 Changes to Account Details

You must notify us of any change to your Account Details as soon as possible, and not later than 3 business days after the change takes effect. If you don't notify us of a change in your Account Details, you might not receive important information from us or you might incur additional charges.

### 3.3 Statements

We'll provide you with a monthly statement that shows the amount owing on your account, including applicable tolls and fees for use of EastLink, CityLink and other Compatible Toll Roads. You can also view up to date information about amounts credited or charged to your account and copies of previous statements by logging onto our Website.

### 3.4 Additional statements

You may ask to receive your statements more frequently than monthly. However, an Additional Statement Fee will be charged to your account for each statement we mail to you in addition to your monthly statement.

### 3.5 Payment Terms

- a) You must pay to us the amount owing on your account by the date set out in your statement.
- b) You can pay amounts due to us under your statement by any of the payment options listed on your statement. We'll treat payments as made when we receive them.

### 3.6 Amounts due generally

If you agree to pay, or owe us, any amount under this agreement, we may charge it to your account. If we charge to your account an amount less than the amount owing, this doesn't limit our right or ability to charge to your account or otherwise recover from you the remainder of that amount.

### 3.7 Account Management Fee

We'll charge you a non-refundable Account Management Fee once per quarter.

### 3.8 KPI Credit

We are subject to performance indicators, which if not met may entitle you to a KPI Credit. We'll notify you if you become eligible to receive a KPI Credit. Any such KPI Credit will be made available as a credit to your account for future travel on EastLink.

## 4 Your Tags

### 4.1 Application of this clause

This clause 4 only applies to Tag Business Accounts.

### 4.2 Ownership of Tags

Each Tag issued to you remains our property at all times. You have no ownership rights in the Tags.

### 4.3 Use of your Tags

You must:

- a) retain possession of your Tags at all times unless we notify you otherwise;
- b) ensure that your Tag is not lost, stolen, damaged or destroyed; and
- c) install, use, return or dispose of your Tags in accordance with our instructions. This includes only using your Tags in your Vehicles that are of the same class as the Tag. For example, don't use a Tag for a car in a Commercial Vehicle.

### 4.4 Minimum Annual Tag Usage Amount

If the Annual Tag Usage for any of your Tags is less than the Minimum Annual Tag Usage Amount for any of the first three Tag Years, we'll charge your account with an extra amount equal to the difference between the Minimum Annual Tag Usage Amount and the Annual Tag Usage.

### 4.5 Tag Replacement Fee

If your Tag is lost, damaged or destroyed, each time you ask us to issue you with a replacement Tag, you must pay the Tag Replacement Fee when we issue the replacement Tag to you. We'll hold the Tag Replacement Fee as a deposit for three years. We'll refund the Tag Replacement Fee if your account is closed within three years after we issue the replacement Tag to you. Otherwise, after three years the Tag Replacement Fee will be credited to your account.

## 5 Licence plates on your Vehicles

You must ensure that the licence plates for each of your Vehicles are correctly fitted and displayed whenever your Vehicle travels on EastLink, CityLink or another Compatible Toll Road.

## 6 Using EastLink

### 6.1 EastLink Tolls and other charges

The EastLink Tolls and other charges are published in the Victorian Government Gazette and are available on our Website. We change them in line with inflation on 1 July each year. We may also have special promotions from time to time which you can see on our Website.

### 6.2 Travel on EastLink with a Tag Business Account

This clause 6.2 only applies to Tag Business Accounts.

- a) If we detect your Tag travelling on EastLink, we'll charge your account with the applicable EastLink Toll.
- b) Subject to paragraph (c), if we detect your Vehicle travelling on EastLink but don't detect your Tag, and the failure to detect your Tag isn't attributable to our Tolling System or a faulty Tag, we'll charge your account with the applicable EastLink Tolls plus the Image Processing Fee.

- c) We won't charge you the Image Processing Fee for any travel on EastLink by your Vehicle from the date of registration of your Vehicle under clause 2.3 until the time you receive your Tag.

### 6.3 Travel on EastLink with a Non-Tag Business Account

This clause 6.3 only applies to Non-Tag Business Accounts.

If we detect your Vehicle travelling on EastLink, we'll charge your account with the applicable EastLink Toll plus the Image Processing Fee for each and every trip.

## 7 Using CityLink and other Compatible Toll Roads

### 7.1 Applicable charges

You'll need to check with the relevant toll road operator to find out the applicable charges for travel on other toll roads. Tolls and any other applicable charges for travel on other toll roads aren't available on our Website.

### 7.2 Travel on CityLink and other Compatible Toll Roads with a Tag Business Account

This clause 7.2 only applies to Tag Business Accounts.

- a) If we're notified by the operator of CityLink or another Compatible Toll Road that it detected your Tag travelling on CityLink or that other Compatible Toll Road, we'll charge your account with the applicable charges imposed by CityLink or that other Compatible Toll Road operator.
- b) If we're notified by the operator of CityLink or another Compatible Toll Road that it detected your Vehicle travelling on CityLink or that other Compatible Toll Road but didn't detect your Tag, we'll charge your account with the applicable charges imposed by CityLink or that other Compatible Toll Road operator. These charges may include any applicable image processing fee (unless the failure to detect your Tag is attributable to a faulty Tag).

If the operator of CityLink or another Compatible Toll Road contacts you directly and requires you to pay the applicable charges and administrative fees for travel on CityLink or that other Compatible Toll Road, that may be because your Account Details are not up to date. In that case, you should contact us promptly.

### 7.3 Travel on CityLink and other Compatible Toll Roads with a Non-Tag Business Account

This clause 7.3 only applies to Non-Tag Business Accounts.

- a) If we're notified by the operator of CityLink or another Compatible Toll Road that it detected your Vehicle travelling on CityLink or that other Compatible Toll Road, we'll charge your account with the applicable charges imposed by CityLink or that other Compatible Toll Road operator. These charges may include any applicable image processing fee.

If the operator of CityLink or another Compatible Toll Road contacts you directly and requires you to pay the applicable charges and administrative fees for travel on CityLink or that other Compatible Toll Road, that may be because your Account Details are not up to date. In that case, you should contact us promptly.

- b) If your Vehicle travels on a toll road other than a Compatible Toll Road, you should contact that toll road operator to make arrangements to pay the applicable charges for that travel. If you don't do so, the driver or the registered owner of the Vehicle may receive an invoice or request for payment from the toll road operator and may be guilty of an offence.

or the registered owner of the Vehicle may receive an invoice or request for payment and may be guilty of an offence.

### 8.3 Charges for travel on EastLink, CityLink or other Compatible Toll Roads

- a) If you've done the things referred to in clause 8.1, and your Lost Item is detected on EastLink, CityLink or another Compatible Toll Road, we won't charge the applicable charges for that travel to your account (or we'll credit these amounts to your account if they have already been paid).
- b) We'll charge your account with the applicable charges for travel if a Recovered Item is detected on EastLink, CityLink or another Compatible Toll Road on or after the date that we believe, on reasonable grounds, or that you notify us, is the date that you obtained the Recovered Item.

## 8 Lost or stolen items

### 8.1 Notification of Lost Item

If any of your Tags or your Vehicles or the licence plate for any of your Vehicles (each a **Lost Item**) is lost or stolen, you must notify us. You must provide us with a statement in writing relating to the Lost Item if we ask for it.

### 8.2 Notification of Recovered Item

If a Lost Item has been recovered or replaced (in either case, a **Recovered Item**), you must notify us with the Account Details we need before you allow the Recovered Item to travel on EastLink, CityLink or another Compatible Toll Road. If you don't do so and the Recovered Item is detected travelling on EastLink, CityLink or another Compatible Toll Road, the driver

## 9 Suspension and closure

### 9.1 Trigger Events

- a) The following table (opposite) lists the grounds upon which we may suspend or close your account (each a **Trigger Event**).
- b) We won't suspend or close your account if you take the corresponding Remedial Action within the corresponding notice period.
- c) We'll notify you when we suspend or close your account.
- d) A suspension of your account means that your rights under this agreement are temporarily suspended until you take the required Remedial Action. If your account has been suspended, we'll end the suspension if you take the required Remedial Action. We'll notify you when we end the suspension.

### 9.2 Voluntary closure

You may ask us to close your account at any time by notifying us.

### 9.3 Effect of suspension or closure on registration

- a) If your account is suspended, the registration of your Vehicles on the EastLink Register will be suspended.
- b) If your account is closed, the registration of your Vehicles on the EastLink Register will be cancelled.

### 9.4 Effect of suspension or closure on travel

If any of your Tags (where applicable) or your Vehicles is detected travelling on EastLink, CityLink or another Compatible Toll Road while your account is suspended or after your account has been closed:

- a) this agreement won't apply to such travel on EastLink, CityLink or that other Compatible Toll Road;
- b) the registered owner or driver of the Vehicle may be guilty of an offence under the Act or the applicable legislation for CityLink or that other Compatible Toll Road; and
- c) the registered owner or driver of the Vehicle may receive an invoice or request for payment of the applicable tolls and fees for that travel on EastLink, CityLink or the Compatible Toll Road.

### 9.5 Payments for travel before suspension or closure

After suspension or closure of your account, we may charge your account with the applicable tolls and fees for travel by your Tags or your Vehicles on EastLink, CityLink or any other Compatible Toll Road that occurred before suspension or closure of your account.

### 9.6 Obligation to return Tags

This clause 9.6 only applies to Tag Business Accounts.

- a) When your account is closed you must return all your Tags that you haven't already returned.
- b) You must pay to us the Tag Missing Fee for:
  - i) each Tag you don't return within 7 days after your account is closed; and
  - ii) each Tag you return within 7 days after your account is closed that is damaged (beyond fair wear and tear).

- c) Despite clause 9.6(b), you won't be required to pay the Tag Missing Fee if, prior to incurring the obligation to pay the Tag Missing Fee, you've paid an aggregate amount of EastLink Tolls in respect of your account equal to or exceeding the Tag Missing Fee Waiver Amount.

### 9.7 Payment obligations on closure of your account

- a) After your account is closed, we'll provide you with a statement setting out:
  - i) any outstanding tolls and fees for travel by your Tags (where applicable) and or your Vehicles on EastLink, CityLink or any other Compatible Toll Road, including charges referred to in clause 9.5;
  - ii) any Tag Missing Fee which is due under clause 9.6(b);
  - iii) any outstanding Account Management Fees which are due under clause 3.7;
  - iv) any other amounts you owe us under this agreement; and

- v) any amounts we owe you under this agreement, including any applicable Tag Replacement Fee paid by you which hasn't already been credited to your account.
- b) You must pay the net amount set out in the statement in accordance with the payment terms specified in clause 3.5.

### 9.8 Ending this agreement

This agreement will end when:

- a) your account is closed; and
- b) we've provided you with a statement under clause 9.7(a); and
- c) the registration of all your Vehicles on the EastLink Register is cancelled; and
- d) the period for payment of all amounts due under clause 9.7(b) has expired.

However, this won't affect your obligation to pay all amounts due under clause 9.7(b) and any other outstanding obligations, such as your obligation to pay the applicable charges for travel on CityLink or another Compatible Toll Road prior to closure of your account and our obligation to pay any amount owed to you.

Trigger Event	Notice period	Remedial Action
You don't pay an amount you owe us within 5 days of the date it was due	7 days	Pay the amount due
You don't comply with one or more of your other obligations under this agreement	5 days	Comply with the relevant obligations
We're required by law to suspend or close your account	5 days or less if required by law	Comply with requirements as notified to you, if any
We have reasonable concerns about your creditworthiness	Immediate for suspension; 5 days for closure	Comply with requirements as notified to you, if any in each case

## 10 Changes to this agreement

- a) We may change any of the terms of this agreement at any time by publishing the changed terms on our Website with details of how you may get a copy of them.
- b) Except where clause 10(c) applies, we'll notify you of any changes at least 14 days prior to them taking effect. If you don't accept these changes, you must close your account in accordance with clause 9.2 prior to the changes taking effect.
- c) Where changes are neutral or beneficial to you, we'll notify you of the changes no later than the next statement issued after the changes take effect. Clause 6.1 applies to changes to EastLink Tolls and other charges.

## 11 Privacy

### 11.1 Dealing with Personal Information

You agree to us collecting, using and disclosing your Personal Information as necessary for this agreement and in accordance with our privacy policy.

### 11.2 Our privacy policy

Our privacy policy (which is available on our Website, on request or at any EastLink shop or customer centre) sets out details of how we collect, use and disclose your Personal Information and explains how you can access the Personal Information we hold about you and seek to have it corrected.

## 12 General

### 12.1 Notices to you

When we're required to give you a notice (including a statement), we may notify you by any of the following methods and you and all the drivers and registered owners of the Vehicles linked to your account will be taken to have received the notice at the corresponding time specified in the table below:

Notice method	Time when you're taken to have received the notice
Giving the notice to you personally	When we give the notice to you
Leaving the notice at the address that you last gave us for your account	When we leave the notice at your address
Sending the notice by post to the address that you last gave us for your account	Three business days after we post the notice
Sending the notice by fax to the fax number that you last gave us for your account	At the time the fax was sent successfully, according to the transmission report
Sending the notice by email to the email address that you last gave us for your account	The day after we send the notice by email
Sending the notice by SMS to the mobile phone number that you last gave us for your account	The day after we send the notice by SMS
For a Tag Business Account, activating a particular beep pattern on your Tag - refer to our Website for an explanation of the various beep patterns	When we signal the Tag to produce the beep pattern
Any other way the law allows	When you receive the notice

## 12.2 Notices to us

You may give notices to us by any of the following methods and we'll be taken to have received the notice at the corresponding time specified in the table below. We'll notify you if our contact details change.

Notice method	Time when we're taken to have received the notice
Telephoning us on (03) 9955 1400	When you have provided all the relevant information to us
Delivering the notice to us at EastLink Operations Centre, 2 Hillcrest Avenue, Ringwood, VIC 3134	When the notice has been delivered
Sending the notice by post to EastLink, PO Box 744, Ringwood, VIC 3134	Three business days after you post the notice
Sending the notice by fax to (03) 9955 1401	At the time the fax was sent successfully, according to the transmission report
Sending the notice by email to enquiry@breeze.com.au	The day after you send the notice by email

## 12.3 Enquiries, complaints and disputes

- a) If you have an enquiry or a dispute or wish to make a complaint about the operation of your account or this agreement, you should contact us.
- b) You may contact us by visiting the EastLink customer centre, by emailing enquiry@breeze.com.au or by telephoning 1800 118 650 or on another number we notify to you. Where this agreement refers you to our Website for further information, you can get the same information by contacting us by telephone.
- c) A customer service officer will respond to you as soon as possible. If you're not satisfied with our response, you can have the matter reviewed by our customer relations team.
- d) If you are still not satisfied with our response, you may take your complaint to the EastLink customer ombudsman. Contact details for the EastLink customer ombudsman and information about the role of the EastLink customer ombudsman are available on our Website.

## 12.4 Our liability

- a) We'll use reasonable care and skill in providing our services but we cannot guarantee that they'll be fault free.
- b) This agreement doesn't require us to ensure that EastLink, CityLink or any other Compatible Toll Road is available for use or is of any particular standard or state of repair. This agreement doesn't impose or imply any liability to you for any loss or damage arising from your use of EastLink, CityLink or any other Compatible Toll Road.

- c) You have certain implied rights under consumer protection laws and this agreement doesn't exclude, restrict or limit any rights which cannot lawfully be excluded, restricted or limited. Where it is reasonable and lawful to do so, our liability is limited to resupplying or paying the cost of resupplying relevant services and repairing, replacing or paying the cost of repairing or replacing relevant goods.
- d) Subject to clause 12.4(c), we exclude all other liability to you for breach of contract, negligence or breach of any other law, and all liability to you for any indirect or consequential damages arising from this agreement.

## 12.5 Assignment

We may assign our rights under this agreement to another person at any time without notifying you. If you wish to change the person who is the customer for your account, you must ask us.

## 12.6 Governing law

This agreement is governed by the laws of Victoria.

## 13 Interpretation

### 13.1 Definitions

**Account Details** means:

- a) your name and address to which statements and other correspondence should be posted;
- b) the Licence Plate Details for each Vehicle linked to your account; and
- c) such other information as we require to open and administer your account, which may include your bank account or credit card details.

**Act** means the EastLink Project Act 2004 (Vic) including regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

**Annual Tag Usage** means the aggregate EastLink Tolls charged to your account for a Tag in a Tag Year.

**CityLink** means the Link road and Extension road as defined in the Melbourne City Link Act 1995 (Vic), and any part of those roads.

**Commercial Vehicle** means a Heavy Commercial Vehicle or a Light Commercial Vehicle (each as defined on our Website).

**Compatible Toll Road** means CityLink and the other toll roads listed on our Website with whom we have an agreement under which we'll charge your account with the applicable charges for travel on those toll roads by your Vehicle for this kind of account.

**EastLink** means the road connecting the Eastern Freeway at Springvale Road to the Ringwood Bypass and to the Frankston Freeway at Seaford.

**EastLink Register** means the register of Vehicles established and maintained by us in accordance with the Act.

**EastLink Tolls** means the tolls payable for travel on EastLink.

**KPI Credit** means the key performance indicator credit to which you may be entitled based on our performance and calculated and payable in accordance with our agreement with the Government of Victoria.

**Licence Plate Details** means the licence plate number and the State in which the licence plate is registered.

**Personal Information** means information about you, from which your identity could reasonably be ascertained, including your Account Details, records of your use of EastLink, CityLink and other Compatible Toll Roads including photographs and video, and financial information relating to your account including your balance, payments made and amounts owing.

**Tag** means an electronic device issued by us by which we can track the use by Vehicles of EastLink, CityLink and other Compatible Toll Roads. A reference to **your Tag** means any Tag linked to your account.

**Tag Year** means, for each Tag we issue to you with a Tag Business Account, a period of 12 consecutive months commencing on the date of issue of the Tag to you and on each anniversary of that issue date. Where a Tag is replaced, a Tag Year is calculated by reference to the date of issue of the original Tag.

**Tolling System** means the physical, hardware, software, firmware and other aspects of the tolling system used for detecting, identifying, tolling, and charging fees for the use of, or otherwise in connection with, EastLink.

**Vehicle** means a motor vehicle as that term is defined in the Road Safety Act 1986 (Vic). A reference to **your Vehicle** means any Vehicle linked to your account.

**we** means ConnectEast Pty Limited, ABN 99 101 213 263, and **our** and **us** have corresponding meanings.

**Website** means <http://www.eastlink.com.au> or such other website as we may notify you from time to time.

**you** means the customer specified in the application for an account under this agreement or, where appropriate in the context, the driver of a Vehicle linked to your account, and **your** has a corresponding meaning.

### 13.2 Interpretation

Unless the contrary intention appears, a reference in this agreement to:

- a) the Account Management Fee, Additional Statement Fee, Image Processing Fee, Minimum Annual Tag Usage Amount, Tag Missing Fee, Tag Missing Fee Waiver Amount, or Tag Replacement Fee means the amount published in the Victorian Government Gazette and specified on our Website for that respective amount or fee for this kind of account;
- b) a document (including this agreement) includes any variation or replacement of it;
- c) the singular includes the plural and vice versa;
- d) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- e) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually; and
- f) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day.

### Ways to contact us

#### Phone

(03) 9955 1400

#### Internet

EastLink.com.au

#### Email

enquiry@breeze.com.au

#### Mail

EastLink, PO Box 744,  
Ringwood, Vic 3134

### Customer centre

Corner of Hillcrest Avenue and  
Maroondah Highway, Ringwood,  
Vic 3134 (Melway 49 E9)

#### TTY

13 36 77

#### Speech to speech relay

1300 555 727