

Ways to contact us

Phone

(03) 9955 1400

Internet

EastLink.com.au

Email

enquiry@breeze.com.au

Facsimile

03 9955 1401

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

Customer service agreement

EastLink trip pass

CE-MK-B-012 JULY 2017



EastLink
Time better spent.

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 account products, including tag accounts and non-tag accounts.

2 This agreement

- 2.1** This agreement is for a Single Trip by your Nominated Vehicle using an EastLink Trip Pass.
- 2.2** The EastLink Trip Pass Costs for cars and other Vehicles 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.
- 2.3** Each EastLink Trip Pass you purchase from us is subject to the terms and conditions in this agreement (as amended from time to time).
- 2.4** This agreement commences when you accept this agreement. You'll be deemed to have accepted this agreement when you purchase an EastLink Trip Pass and indicate your acceptance. If a Single Trip occurred up to 3 days prior to the time of purchase by you of an EastLink Trip Pass, and we did not detect a Tag in connection with that Single Trip, this agreement applies to that Single Trip.
- 2.5** Your Nominated Vehicle will be registered on the EastLink Register. Commencement of registration will be effective from the time you purchased an EastLink Trip Pass, or any earlier time in accordance with clause 3.4. After your EastLink Trip Pass has been charged for a Single Trip in your Nominated Vehicle, the registration of your Nominated Vehicle on the EastLink Register will be cancelled (unless your Nominated Vehicle is linked to another valid unused EastLink Trip Pass or an account with us). If your Nominated Vehicle is not registered on the EastLink Register and your Nominated Vehicle travels on EastLink, the driver or the registered owner of the Nominated Vehicle may receive an invoice or request for payment and may be guilty of an offence under the Act.

3 Trip pass features

- 3.1** An EastLink Trip Pass entitles your Nominated Vehicle to make a Single Trip on EastLink. An EastLink Trip Pass does not entitle your Nominated Vehicle to travel on CityLink or any other toll road.
- 3.2** Unless clause 3.4 applies, an EastLink Trip Pass is valid for a Single Trip on EastLink within 6 months from the date of purchase. EastLink Trip Passes that have not been used within this 6 month period will be void and cannot be used for travel on EastLink. No refunds will be given for void EastLink Trip Passes.
- 3.3** You are responsible for knowing the number of unused EastLink Trip Passes linked to your Nominated Vehicle. We won't notify you prior to an EastLink Trip Pass becoming void. Details of unused EastLink Trip Passes can be obtained by visiting the EastLink customer centre, on our Website or by calling (03) 9955 1400.
- 3.4** An EastLink Trip Pass can be purchased for, and will apply to, a Single Trip that occurred up to 3 days prior to the time of purchase (unless we detected a Tag in connection with that Single Trip). Where this occurs, you agree that this agreement applies to that Single Trip.
- 3.5** An additional Trip Pass Purchase Fee will apply to EastLink Trip Passes purchased over the counter at a retail outlet including the EastLink customer centre, 7-Eleven, United Petroleum and participating newsagents. If multiple EastLink Trip Passes are purchased in the one transaction, only one Trip Pass Purchase Fee will be payable.
- 3.6** An EastLink Trip Pass is only valid for use with your Nominated Vehicle.
- 3.7** An EastLink Trip Pass is not transferable to another Vehicle, and any EastLink Trip Pass Cost and any Trip Pass Purchase Fee are not refundable.

4 When a charge will be applied to a Trip Pass

We'll charge the Single Trip for your Nominated Vehicle (including for travel which occurred up to 3 days prior to the time of purchase by you of an EastLink Trip Pass) in the following descending order of application:

- a) if we detect a Tag, the charge will be applied to the account linked to that Tag;
- b) if paragraph (a) does not apply, we'll apply the charge to your EastLink Trip Pass;
- c) if neither paragraph (a) or (b) applies and we detect your Nominated Vehicle by its licence plate number as registered under a Customer Account, the charge will be applied to that Customer Account; or
- d) if none of the paragraphs above applies, we may make a statutory request for payment in accordance with the Act.

5 Licence Plates on your Nominated Vehicle

- 5.1 You must ensure that the licence plates on your Nominated Vehicle are correctly fitted and displayed when your Nominated Vehicle travels on EastLink.

6 Privacy

- 6.1 You agree to us collecting, using and disclosing your Personal Information as necessary for this agreement and in accordance with our privacy policy.
- 6.2 Our privacy policy (which is available on our Website, on request and at the EastLink 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.

7 Enquiries, complaints and disputes

- 7.1 If you have an enquiry or a dispute or wish to make a complaint about this agreement, you should contact us.
- 7.2 You may contact us by visiting the EastLink customer centre, by emailing enquiry@breeze.com.au or by telephoning 1800 118 650 or in other ways notified on our Website. Where this agreement refers you to our Website for further information, you can get the same information by contacting us by telephone.
- 7.3 A customer service officer will respond to you as soon as possible. If you're not satisfied with our response, you can ask to have the matter reviewed by our customer relations team.
- 7.4 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.

8 Our liability

- 8.1 We'll use reasonable care and skill in providing our services but we cannot guarantee that they'll be fault free.
- 8.2 This agreement doesn't require us to ensure that EastLink 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.
- 8.3 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.
- 8.4 Subject to clause 8.3, 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.

9 Governing law

This agreement is governed by the laws of Victoria.

10 Interpretation

10.1 Definitions

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.

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

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 our customers' accounts with the applicable charges for travel by their Vehicles on those other toll roads for that kind of account.

Customer Account means an account with us or a Compatible Toll Road for use of their toll roads.

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

EastLink Trip Pass Cost means the amount payable for an EastLink Trip Pass, which is published in the Victorian Government Gazette and is specified on our Website.

Nominated Vehicle means the Vehicle which you nominate for travel on EastLink when purchasing an EastLink Trip Pass, which must be the correct class of Vehicle for that EastLink Trip Pass.

Personal Information means information about you, from which your identity could reasonably be ascertained, including records of your use of EastLink, photographs and video footage, and financial information relating to you.

Single Trip means the driving of a vehicle on EastLink in a single direction through one or more toll zones within the space of a single hour (without repeating a toll zone), and if that driving is interrupted by exit from EastLink only if the vehicle re-enters EastLink at a point that is forward of the exit point.

Tag means an electronic device issued by us or by a Compatible Toll Road operator, by which we can track the use by Vehicles of EastLink.

Trip Pass Purchase Fee means the additional fee which will apply to EastLink Trip Passes purchased via a retail outlet, the amount for which is published in the Victorian Government Gazette and is specified on our Website.

Vehicle means a motor vehicle as that term is defined in the Road Safety Act 1986 (Vic).

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 when purchasing a Trip Pass under this agreement, and **your** has a corresponding meaning.

