



CUSTOMER SERVICE AGREEMENT

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1 About us

1.1 Transurban Queensland

Queensland Motorways Management Pty Ltd (Transurban Queensland) is part of the Transurban Queensland Group which operates and manages certain toll roads, which are listed and updated from time to time at govianetwork.com.au and govia.com.au. In this document we refer to these toll roads as '**our roads**'.

1.2 go via

The **go via**[®] tolling brand is owned by Transurban Queensland. We offer accounts and passes for travel on our roads and compatible roads.

2 This Agreement

2.1 What it covers

This Agreement covers your post-paid **go via** road pass which we refer to as '**your pass**'. It outlines your rights and obligations to us and our rights and obligations to you about your pass and the vehicle which is linked to that pass, which we refer to as '**the vehicle**'.

2.2 Your rights and obligations

- ▶ your right to travel on our roads
- ▶ your obligation to ensure you provide a valid credit card with available funds to enable us to deduct tolls, fees and charges you incur
- ▶ your obligation to pay all outstanding amounts (tolls, fees and charges) when your pass expires or is cancelled
- ▶ your obligation to drive lawfully on our roads.

2.3 Our rights and obligations

- ▶ our right to charge tolls, fees and charges to your pass when the vehicle is used on our roads in Queensland
- ▶ our right to take action if you don't meet your obligations under this Agreement (which may include cancelling your pass or combining the balance of your pass with the balance of any other passes or accounts you may have with us)
- ▶ our right to record and use the personal information you give us so we can correctly process your tolls, fees and charges
- ▶ our obligation to treat your personal information in accordance with our Privacy Statement.

3 Your pass

3.1 Applying for a pass

You can apply for a pass by:

- ▶ completing an electronic application at govia.com.au, or
- ▶ calling our Customer Contact Centre and giving us the relevant details.

3.2 Acceptance of your application

If...	Your application is accepted...
You apply online	When you accept this Agreement electronically at govia.com.au .
You apply over the phone	When you verbally accept this Agreement.

3.3 Agreements for businesses

If the pass is for a business, you acknowledge that an authorised person must accept or sign these terms and conditions on behalf of the business.

3.4 When your pass starts and ends

You can nominate a date for your pass to start and end. You can select a start date that is up to three days before your application is accepted and an end date that is up to 30 days after the start date. You agree that this Agreement will apply to you on and from the date that your pass starts, even if that date is in the past.

If you don't nominate a start date, then the pass starts when your application is accepted (the default start date) and ends 30 days later (the default end date).

3.5 After your pass ends

When your pass ends, it is no longer valid. If you need to continue to use our roads, then you need to apply for a new pass or make another arrangement to pay each toll incurred within three days of travel.

If the vehicle travels on our roads after your pass ends, and no arrangement to pay that toll is made within three days of that travel, then the registered owner of the vehicle will receive a toll invoice (including a toll invoice fee) from us.

3.6 Linking a vehicle to your pass

You must give us the details of a vehicle that you want to link to your pass. You need to make sure all details on your pass are correct at all times (eg, vehicle details and credit card details).

When you provide details of the vehicle, you agree that your pass will be charged for all tolls, fees and charges incurred by that vehicle while your pass remains valid, even if you are not the driver of the vehicle at the time the toll, fees and charges are incurred (except to the extent you have notified us that the vehicle has been stolen).

By linking a vehicle to your pass, you confirm that you are the registered vehicle owner or that you have the permission of the registered vehicle owner to link the vehicle to your pass. For the linked vehicle, you agree that you also consent, or have the consent of the registered vehicle owner, to us disclosing information to you about that vehicle's use of our roads.

Only one vehicle can be linked to your pass.

3.7 Correct details

You must make sure all details on your pass are correct at all times.

If the details for the vehicle are wrong or change, then you can ask us to update those details by calling our Customer Contact Centre. If you selected 'sign up with statement/receipt' you can also change those details yourself by logging onto your pass at govvia.com.au.

If we don't have the correct details for the vehicle (especially the licence plate details) and that vehicle travels on our roads, then we will not be able to identify the vehicle as linked to your pass, and if this occurs we will not be able to charge your pass, and instead section 3.5 will apply.

3.8 Online access for sign up with statement/receipt

If you select 'sign up with statement/receipt', and provide the requested details at the time you sign up for a pass, you can access certain information by logging onto your pass. If you select 'sign up without statement/receipt', then the options set out overleaf are not available to you.

3.8.1 Your pass number and login details

You can use your pass number and login details to access your pass information at govia.com.au. Make sure you record your pass number and keep your login details secure.

3.8.2 Confirming your identity

If you call us about your pass, we will confirm your identity by asking you some questions.

3.8.3 Statements

You may view and download electronic statements by logging onto your pass within 30 days after the expiry of your pass. Your statement shows all amounts that were processed to your pass during the statement period.

4 Paying for your tolls

4.1 How we charge

For travel on our roads, we will charge tolls based on the class of vehicle (which depends on the type of vehicle and its purpose of use), for each toll point that the vehicle passes. We may contact the relevant road authority in the State that any linked vehicle is registered to confirm the class of your vehicle.

See section 5.1 for more details.

4.2 Applying tolls, fees and charges when there is more than one valid tolling product

The vehicle may be associated with more than one valid tolling product (eg, an account and a **go via** road pass) when it travels on our roads. We apply the tolls, fees and charges in this order:

1. to a pre-paid or post-paid **go via** account or an account issued by a compatible road operator, if we detect a tag linked to one of those accounts which is valid at the time of travel

2. to a pass or an account in the order listed below, if we don't detect a tag at the time of travel or are unable to charge the account associated with a detected tag:
 - a. **go via** video pass
(Trip pass or Toll Credit pass)
 - b. **go via** road pass
 - c. pre-paid or post-paid **go via** account.

If there are multiple passes linked to the vehicle at the time of travel, the pass with the earliest expiry date will be charged.

If there are multiple accounts linked to the vehicle at the time of travel, the account to which the vehicle was most recently linked will be charged.

3. to a valid pass or account with a compatible road operator.

4.3 Providing a valid credit card

When you apply for a pass, you must give us your credit card details so we can charge tolls, fees and charges to your pass.

We accept the following credit cards:

- ▶ Visa
- ▶ MasterCard
- ▶ American Express
- ▶ Diners Club.

4.4 Charging your credit card

We charge your credit card every seven days, for any tolls, fees and charges that are processed to your pass during the previous seven-day period.

For the purposes of credit card authentication, when setting up your pass, we may place a temporary hold for a small sum on your credit card which automatically expires after five business days. This is to ensure your credit card is valid at the time your pass is set up. No money will be taken from your credit card.

We may charge your credit card even after your pass ends to process tolls, fees and charges that applied to the vehicle while the pass was valid. Some charges may be processed to your pass up to 60 days after the vehicle travelled on our motorway or a Queensland compatible road.

4.5 If we can't charge your credit card

If we can't successfully charge your credit card because your financial institution declines our payment request, then your pass is cancelled and no longer valid.

4.6 Set off

We may set off or deduct from any positive pass balance or positive account balance which you have with us, any amounts due, or which may become due, to us from you at any time and for any reason whatsoever.

4.7 Incorrect charges

If we incorrectly charge a toll or fee to your pass for a trip on our roads, we will refund that toll or fee to you within a reasonable time after:

- ▶ you notify us of the error and we confirm it was an incorrect toll or fee, or
- ▶ we become aware of the error.

5 Using our roads

5.1 Tolls, fees and charges

When the vehicle travels on our roads, and your pass is valid at the time of that travel, we charge your pass:

- ▶ the relevant toll, plus
- ▶ a video matching fee.

The tolls, fees and charges that apply to our roads and toll products may change from time to time. The toll amount depends on the class of the vehicle that travels on our roads. We may offer discounts, promotions and other special offers from time to time. These offers are subject to change, and may be altered or discounted at our discretion.

To find out the current tolls, fees and charges, you can:

- ▶ visit govia.com.au
- ▶ call our Customer Contact Centre on 13 33 31, or
- ▶ contact us on any of the other methods set out in section 13.

6 Travelling on compatible roads

6.1 Conditions that apply to compatible roads

Your pass is not valid for travel on compatible roads outside of Queensland.

7 Cancellling your pass

7.1 When your pass may be cancelled

Your pass may be cancelled before it expires in these cases:

Reason	What it means
Credit card payment is declined	Your financial institution declines our request to charge your credit card.
You ask us to cancel your pass	At any time, you may ask us to cancel your pass by calling our Customer Contact Centre on 13 33 31.

7.2 What happens when your pass is cancelled or expires

When your pass is cancelled or expires, it is no longer valid and section 3.5 will apply.

If your pass is cancelled or expires, we may transfer any positive balance on this pass to any other accounts or passes you may have with us to partially or entirely clear their negative balances, or we may transfer the positive balance of any other accounts or passes you may have with us to this pass to partially or entirely clear any negative balance on this pass. If we do this, we will try to notify you by your preferred contact method.

8 Privacy

8.1 Personal information we hold

We hold electronic or other records about you and each of your tolling products. Those records include the following details:

- ▶ the information you give us in an application or other notification (including your credit card details), and
- ▶ all transactions linked to your pass.

8.2 How we can use and disclose your personal information

You agree that we can collect, use and disclose your personal information:

- ▶ to complete our obligations and exercise our rights under this Agreement, and
- ▶ in accordance with our Privacy Statement.

8.3 Our Privacy Statement

Our Privacy Statement outlines how we collect, use and disclose your personal information. It also explains how you can access the personal information we hold about you and ask us to correct it.

You can access a copy of our Privacy Statement electronically at govia.com.au or by contacting us (see section 13 for our contact details).

9 Enquiries, complaints and disputes

You should contact us about your pass or this Agreement if you:

- ▶ have any questions
- ▶ want to make a complaint
- ▶ want to raise a dispute.

You may contact us by using any of the methods set out in section 13.

Once you contact us, a customer service officer will respond to you as soon as possible. If you're not satisfied with the response, you can ask for the matter to be reviewed by our customer relations team.

If you are still dissatisfied with the outcome you can contact the Tolling Customer Ombudsman. To find out more about that process, you can download the information brochure on the Tolling Ombudsman website at www.tollingombudsman.com.au or by calling 1800 145 009.

Please note the Tolling Ombudsman will only review a complaint if it has been through Transurban Queensland's full internal complaint resolution process and is still not resolved.

10 Changes to this Agreement

10.1 How we may tell you about changes

We may change any of the terms of this Agreement by publishing the changes or a new agreement at govia.com.au. We will also try to notify you beforehand by your preferred contact method. A summary of any changes to the terms may also be published in *The Courier-Mail* or any successor publication.

If you are not satisfied with any changes to the terms of this Agreement, you can cancel your pass at any time (see section 7).

11 Liability

11.1 Our liability

You may have rights as a consumer under the Australian Consumer Law.

Nothing in these terms limits or excludes our liability:

- ▶ under the Australian Consumer Law, except to the extent we are permitted to limit or exclude our liability under the Australian Consumer Law, or
- ▶ for personal injury or death caused by our negligence.

If we find that you have been incorrectly charged a toll or fee, our liability to you will be limited to refunding that overpaid toll or fee to you.

11.2 Use of our roads

You acknowledge and agree that:

- ▶ we do not guarantee that our roads will always be available or that traffic flows will be uninterrupted
- ▶ we are not aware of the purpose of your travel on our roads and you (and any person who drives the vehicle) are responsible for planning your journey and allowing sufficient time in case traffic is disrupted or a road is fully or partially closed, and
- ▶ we do not guarantee that the services or our roads will be fault free or that use of the roads will be risk free.

From time to time, maintenance or other work may need to be completed on our roads. That work may disrupt traffic flows on those roads. We will try to minimise these disruptions.

11.3 Exclusions from liability

Except as set out in section 11.1, Transurban Queensland and the Transurban Queensland Group are not liable to you, any person who drives the vehicle or any other road user or any person claiming through you in relation to:

- ▶ any loss or damage suffered as a result of any delay or disruption arising out of use or unavailability of our roads or caused during, or as a result of, use of our roads
- ▶ any loss or damage arising out of any error or delay in processing tolls and fees and charging them to your pass (including any incorrect tolls and fees), and
- ▶ any loss of opportunity, loss of profit, loss of revenue, loss of anticipated savings or loss that would be considered consequential or indirect, irrespective of how that loss was caused and whether arising under this contract or under another principle of law.

11.4 Assigning this Agreement

You may not assign this Agreement to any person.

11.5 Governing law

This Agreement is governed by the law of Queensland.

11.6 Severance

If any part of this Agreement is void, unenforceable or illegal, that part will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

12 Definitions

Australian Consumer Law

The Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Class

The class of vehicle is defined in Queensland, *Queensland Government Gazette*, No 73, 31 March 2011, and listed at govia.com.au. The class is used to determine the applicable toll charge for that vehicle.

Compatible road

A road, access point or facility that is not one of our roads but where we have an agreement with the operator of that compatible road, access point or facility. Your **go via** road pass is only valid for travel on our roads in Queensland. Visit govia.com.au for a list of compatible roads.

Our, us, we and Transurban Queensland

Queensland Motorways Management Pty Ltd
ACN 010 630 921.

Purpose of use

The purpose for which the vehicle is used (either commercial (business) or private use), as specified in your vehicle registration status with the relevant road authority in the State the vehicle is registered.

Transurban Queensland Group

Queensland Motorways Holdings Pty Limited
ACN 150 265 197 and its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)).

Sign up without statement/receipt

This is an express payment option where the pass holder does not require a statement/receipt or electronic access to view trips made or track costs.

Sign up with statement/receipt

This option enables the pass holder to manage the pass electronically to retrieve a statement/receipt, view trips made and track costs.

Toll invoice

A toll invoice is a notice requiring payment of the relevant toll, video matching fee and a toll invoice fee.

Vehicle

A motor vehicle as that term is defined in the *Transport Operations (Road Use Management) Act 1995* (Qld), and '**the vehicle**' means the vehicle linked to your pass.

You

The customer who applies for a pass under this Agreement.

13 Contact us

You may contact us through any of these ways:

- ▶ visiting govia.com.au
- ▶ calling 13 33 31
- ▶ writing to Customer Service Queensland Motorways Management Pty Ltd, PO Box 2125, Mansfield Qld 4122
- ▶ calling the National Relay Service on 13 36 77 and asking for 13 33 31
- ▶ calling the Translation and Interpreting Services on 13 14 50 and asking for 13 33 31.

14 Notices and other documents

Any demand or notice under any agreement you have with us will be served on you if:

- ▶ it is served personally
- ▶ it is left at the address for you in our records (if any) or your last known address to us
- ▶ it is sent by mail to the address for you in our records (if any) or your last known address to us, if so it is deemed to have been delivered in the ordinary course of post, even if it never arrives, or
- ▶ it is sent by facsimile transmission, email or other electronic means to any number or address you give us.

We may serve court documents on you in the same way.

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Queensland Motorways Management Pty Ltd
ACN 010 630 921