



[www.flowtoll.com.au](http://www.flowtoll.com.au)

Locked Bag 2935  
Brisbane QLD 4001

Flow Tolling Pty Ltd  
(Administrators Appointed)  
(Receivers and Managers Appointed)  
ABN 16 134 967 356

# **FLOW Tolling Customer Service Agreement**

## **Post Paid FLOW Business Account**

### **1 THIS AGREEMENT**

#### **1.1 Commencement of this agreement**

This agreement begins when you accept the agreement by:

- a) accepting it in writing when opening an account with one of our Customer Service Representatives;
- b) accepting it verbally when opening an account with our Call Centre and opening the seal of a Tag pack provided to you; or
- c) accepting it verbally when opening an account with one of our Customer Service Representatives and keeping a Tag provided to you for more than 5 business days, whichever occurs first.

If you do not wish to accept the terms of this agreement, you must return to us all the Tags provided to you as soon as possible without opening the seal of the Tag packs.

We will then refund any money you have paid less any outstanding charges via the same method that the money was paid to us, when all the Tags provided to you are returned to us (with the seal of the Tag packs unopened).

Flow Tolling Pty Ltd (Administrators Appointed) (Receivers and Managers Appointed) (ABN 16 134 967 356) enters into this agreement as the agent of RiverCity Motorway Pty Limited (Administrators Appointed) (Receivers and Managers Appointed) (ACN 116 665 304).

#### **1.2 Registration**

Each Vehicle linked to your Account will be registered on the Flow Tolling System Register. Registration is effective from the time you applied for your Account.

From the time that registration is effective, we may charge your Account in accordance with the terms of this agreement for travel on CLEM7, Go Between Bridge or any other Interoperable Toll Road, including travel during the following periods:

- a) the period of 3 days before you applied for your Account, unless you have made another arrangement to pay for that travel; and
- b) the period of time (if any) between you applying for your Account and the commencement of this agreement.

If your Vehicle is not registered on the Flow Tolling System Register and it travels on CLEM7, Go Between Bridge or an Interoperable Toll Road and you do not make arrangements by the end of the third day after that travel, the registered owner of the Vehicle may receive an invoice or request for payment from us or the operator of an Interoperable Toll Road (as applicable).

### **2 YOUR ACCOUNT**

#### **2.1 Tags and Vehicles**

You must link at least 5 Tags and at least 5 Vehicles to your Account. At least one Vehicle must be linked to each



Tag that is issued to your Account. The Vehicle must be of the same class as the Tag to which it is linked.

There is no upper limit on the number of Tags or Vehicles that you can link to your Account.

You may ask us to add new Tags or Vehicles to your Account or to remove Tags or Vehicles from your Account at any time by providing us with the Account Details that we need.

You are responsible for all Vehicles and Tags linked to your Account and for making sure all of your Vehicles and Tags are used in accordance with this agreement. You must procure, and you are responsible for, the performance of and compliance with this agreement by any employee or other person who uses a Vehicle or Tag linked to your Account.

## 2.2 Changes to Account Details

You must notify us of any change to your Account Details by one of the methods listed in the table below as soon as possible and, in any event, no later than 3 business days after the change takes effect. If you do not notify us of a change in your Account Details, you might not receive important information from us, your Vehicle might not be covered or you might incur additional charges, such as charges for travel on CLEM7, Go Between Bridge or an Interoperable Toll Road by a Vehicle that you no longer own.

Contact method	Contact details
Website	www.flowtoll.com.au
Telephone	07 3046 4046
Email	enquiries@flowtoll.com.au
Mail	Locked Bag 2935 Brisbane Qld 4001
In person	Level 1, 19 Corporate Drive Cannon Hill Qld 4170

## 2.3 Statements and invoices

We will provide you by email with a monthly invoice that shows:

- a) the amounts credited and charged to your Account, including applicable tolls and fees for travel on CLEM7, Go Between Bridge and Interoperable Toll Roads;
- b) the amount that you owe us; and
- c) the due date for payment of that amount.

You may ask to receive your invoice by mail, which we will provide at no charge. However, an Invoice Reprint Fee will be charged to your Account for each additional copy you ask to be sent to you by mail.

We will provide free of charge via our Website up-to-date information about your Account (including the balance of your Account from the previous day and amounts credited or charged to your Account up to and including that day) and copies of recent invoices.

Unless you notify us that you disagree with the balance of your Account recorded on your invoice within 60 days of receipt of the invoice, the balance recorded on your invoice will be considered to be correct. Where you dispute the balance of your Account, you must continue to comply with this agreement as if the balance recorded on the invoice was correct.

Where you dispute the balance of your Account, we may (at our discretion):

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

## 2.4 Payment method

You can pay amounts into your Account or other amounts due to us under this agreement by any of the payment methods listed on our Website or on your invoices. These include direct debits from a nominated bank account, credit card and electronic funds transfer. We will treat payments as made when we receive them.



If a payment is not made successfully, we may charge a Dishonour Fee unless the unsuccessful payment is our fault or our bank's fault.

## 2.5 Keeping your Account up to date

- a) You must pay the amount owing on each invoice in full and by the due date.
- b) If you have authorised automatic payments into your Account, we will pay the amount owing on an invoice into your Account on or before the due date for payment by debiting your nominated bank account or via your credit card or electronic funds transfer.
- c) If an invoice for your Account is not paid in full by the due date for payment (including because an automatic payment is not made successfully), we will notify you in accordance with clause 8.1. If you fail to undertake the appropriate remedial action within the required period in accordance with clause 8.1, we may suspend or close your Account. An explanation of the effect of suspension or closure of your Account can be found in clauses 8.3 and 8.4.
- d) You may pay an amount into your Account at any time.

## 2.6 Amounts due generally

If you agree to pay, or if you 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 does not limit our right or ability to charge to your Account, or otherwise recover from you, the remainder of the amount owing.

## 2.7 Account Management Fee

We will charge to your Account an Account Management Fee every month.

## 3 YOUR TAGS

### 3.1 Ownership of Tags

Each Tag issued to you remains our property at all times. We license you to use your Tags on the terms of this agreement and you have no ownership rights in any of your Tags.

### 3.2 Use of your Tags

You must:

- a) retain possession of each of your Tags at all times unless we notify you otherwise;
- b) ensure that each of your Tags is not lost, stolen, damaged or destroyed;
- c) install, use, return or dispose of each of your Tags in accordance with our instructions; and
- d) only use each of your Tags in a Vehicle that is of the same class as that Tag. For example, you must only use a car Tag in a car and you must only use a light commercial vehicle Tag in a light commercial vehicle. If your Vehicle travels on CLEM7, Go Between Bridge or an Interoperable Toll Road with a Tag that is not of the same class as the Vehicle, we will charge your Account with the appropriate tolls for that class of Vehicle and any other applicable charges.

### 3.3 Tag Replacement Fee

If one of your Tags is lost, damaged or destroyed within 3 years after it is issued to you, each time you require a replacement Tag, you must pay the Tag Replacement Fee.



## 4 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 CLEM7, Go Between Bridge or an Interoperable Toll Road.

## 5 USING CLEM7 AND GO BETWEEN BRIDGE

### 5.1 CLEM7 Tolls, Go Between Bridge Tolls and other charges

Details of CLEM7 Tolls and other charges are available on the CLEM7 Website or by telephoning us on 07 3046 4046. Details of Go Between Bridge Tolls and other charges are available on the Go Between Bridge Website or by telephoning us on 07 3046 4046. These tolls and charges will change from time to time.

### 5.2 Travel on CLEM7 and Go Between Bridge

- a) For each trip that your Tag is detected travelling on CLEM7 or Go Between Bridge, we will charge your Account with the applicable CLEM7 Toll or Go Between Bridge Toll.
- b) Subject to clause 5.2(c), for each trip that your Vehicle is detected travelling on CLEM7 or Go Between Bridge but no Tag is detected, we will charge your Account with:
  - i. the applicable CLEM7 Toll or Go Between Bridge Toll; and
  - ii. the applicable Vehicle Matching Fee, unless we are responsible for the failure to detect your Tag or your Vehicle is a motorcycle.
- c) If, on reasonable grounds and in accordance with clause 2.3, you dispute any Vehicle Matching Fee charged to your Account, we will promptly refund that Vehicle Matching Fee.
- d) If we discover that a CLEM7 Toll, Go Between Bridge Toll or other charge has been incorrectly charged to

your Account, we will promptly refund that toll or charge.

- e) When travelling on CLEM7 or Go Between Bridge, you must comply with the terms and conditions applicable to travel on that toll road.

## 6 USING INTEROPERABLE TOLL ROADS

### 6.1 Applicable charges

You will need to check with the relevant toll road operator to find out the applicable charges for travel on other toll roads. Details of tolls and any other applicable charges for travel on other toll roads may be found on the website of the relevant toll road operator. Links to the websites of operators of Interoperable Toll Roads are available on our Website.

### 6.2 Travel on Interoperable Toll Roads

- a) If we are notified by the operator of an Interoperable Toll Road that it detected your Tag or Vehicle travelling on that Interoperable Toll Road, we will charge your Account with the applicable charges imposed by the operator of that Interoperable Toll Road. These charges may include a Vehicle Matching Fee if we are notified by the operator of that Interoperable Toll Road that it detected your Vehicle travelling on that Interoperable Toll Road but did not detect a Tag.
- b) If we discover that a charge for travel on an Interoperable Toll Road has been incorrectly charged to your Account, we will promptly refund that charge.
- c) If the operator of an Interoperable Toll Road contacts you directly and requires you to pay the applicable charges and administrative fees for travel on that Interoperable Toll Road, that may be because your Account Details are not up-to-date. In that case, you should contact us promptly.
- d) When travelling on an Interoperable Toll Road, you must comply with the terms and conditions applicable to travel on that toll road.



## 7 LOST OR STOLEN ITEMS

### 7.1 Notification of lost or stolen item

If any of your Tags, your Vehicles or licence plates for any of your Vehicles are lost or stolen ("Lost Item"), you must notify us. You must provide us with a written statement and any applicable documentation (such as a police report) relating to the Lost Item, if requested by us.

### 7.2 Notification of Recovered Item

If a Lost Item has been recovered or replaced ("Recovered Item"), you must provide us with the Account Details we need before you allow the Recovered Item to travel on CLEM7, Go Between Bridge or an Interoperable Toll Road. If you do not provide us with the Account Details we need and the Recovered Item is detected travelling on CLEM7, Go Between Bridge or an Interoperable Toll Road, the registered owner of the Vehicle may receive an invoice or request for payment from us or the operator of the Interoperable Toll Road (as applicable).

### 7.3 Charges for travel

- a) If you have complied with clause 7.1, and your Lost Item is detected on CLEM7, Go Between Bridge or an Interoperable Toll Road after the date of notification, we will not charge your Account with the applicable charges for that travel or we will credit any such amounts already charged to your Account for that travel.
- b) We will charge your Account with the applicable charges for travel if a Recovered Item is detected on CLEM7, Go Between Bridge or an Interoperable 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 SUSPENSION AND CLOSURE

### 8.1 Suspension and closure

- a) We will notify you if any of the events listed in the table below occur.
- b) We may suspend or close your Account if you fail to undertake the remedial action corresponding to that event within the corresponding notice period, as set out in the table below.
- c) Where it is practicable to do so, we will notify you again if you fail to undertake the remedial action within the corresponding reminder period, as set out in the table below.
- d) We will notify you when we suspend or close your Account.
- e) A suspension of your Account means that your rights under this agreement are temporarily suspended until you take appropriate remedial action. If your Account has been suspended, we will end the suspension once you take the appropriate remedial action. We will notify you when we end the suspension.



Event	Notice period	Remedial action	Reminder period
An invoice for your Account is not paid in full by the due date for payment	14 days	Pay all outstanding invoice amounts	7 days after first notice
You do not comply with one or more of your other obligations under this agreement	5 days	Comply with the relevant obligation(s)	3 days after first notice
We are 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)	3 days after first notice

## 8.2 Voluntary closure

You may ask us to close your Account at any time by notifying us. We will refund any money remaining in your Account once all outstanding charges have been paid and all of your Tags are returned to us.

## 8.3 Effect of suspension or closure on registration

- a) If your Account is suspended, the registration of your Vehicles on the Flow Tolling System Register will be suspended.
- b) If your Account is closed, the registration of your Vehicles on the Flow Tolling System Register will be cancelled.
- c) If your Account is suspended or closed, your Tags will not be registered for use on CLEM7, Go Between Bridge or any Interoperable Toll Road.

## 8.4 Effect of suspension or closure on travel

If any of your Tags or your Vehicles are detected travelling on CLEM7, Go Between Bridge or an Interoperable Toll Road while your Account is suspended or after your Account has been closed:

- a) this agreement will not apply to such travel; and
- b) the registered owner of the Vehicle may receive an invoice or request for payment of the applicable tolls, fees and charges for such travel.

## 8.5 Payments for travel before suspension or closure

After suspension or closure of your Account, we may charge your Account with the applicable tolls, fees and charges for travel by your Tags or your Vehicles on CLEM7, Go Between Bridge or an Interoperable Toll Road that occurred before suspension or closure of your Account.

## 8.6 Obligation to return Tags

- a) You must return all your Tags to us within 7 days after your Account is closed.
- b) You must pay to us the Tag Non-returned Fee for:
  - i. each Tag you do not return to us within 7 days after your Account is closed; and
  - ii. each Tag you return to us within 7 days after your Account is closed that is damaged (beyond fair wear and tear).

## 8.7 Payment obligations on closure of your Account

- a) Within 14 days after your Account is closed, you must pay to us the sum of:
  - i. any negative balance in your Account;
  - ii. any Tag Non-returned Fee which is due under clause 8.6(b); and
  - iii. any other amounts you owe us under this agreement.



- b) Within 21 days after your Account is closed, we will pay to you the sum of:
  - i. any positive balance in your Account; and
  - ii. any other amounts we owe you under this agreement.
- c) We may reduce the amount payable by us under clause 8.7(b) by the amount payable by you under clause 8.7(a) if you fail to pay that amount within the time required under clause 8.7(a).

Any amounts to be paid to you under clauses 8.7(b) or 8.7(c) will be paid to you via the same method as it was paid to us unless otherwise agreed.

## 8.8 Ending this agreement

This agreement will end when:

- a) your Account is closed; and
- b) the registration of all your Vehicles on the Flow Tolling System Register is cancelled.

However, this will not affect your obligation to pay all amounts due under clauses 8.6(b) and 8.7 or any other outstanding obligations, such as your obligation to pay the applicable charges for travel on CLEM7, Go Between Bridge or an Interoperable Toll Road prior to closure of your Account and our obligation to pay any amount owed to you.

## 9 CHANGES TO THIS AGREEMENT

- a) We may change any of the terms of this agreement (including changing any amount or fee, or charging new amounts or fees) at any time by publishing the changed terms on our Website and providing you with details of how you may access a copy of them.

- b) Changes to this agreement will apply from the date stated on our Website or in the copy of the changes.
- c) Except where clause 9(d) applies, we will notify you of any changes at least 14 days prior to such changes taking effect. If you do not wish to accept such changes, you must close your Account in accordance with clause 8.2 prior to the changes taking effect.
- d) Where, in our opinion, the changes do not adversely affect you, we will notify you of the changes no later than the next invoice issued after the changes take effect.

## 10 PRIVACY

### 10.1 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.

### 10.2 Our privacy policy

Our privacy policy (which is available on our Website or on request) 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.

## 11 GENERAL

### 11.1 Notices to you

When we are required to give you a notice (including an invoice), we may notify you by any of the methods listed in the table below. 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 are taken to have received the notice
Giving the notice personally to you	When we give you the notice
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	3 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 shown in the transmission report as the time that the whole fax was sent
Sending the notice by email to the email address that you last gave us for your Account	The day after the email was sent, unless we receive an automated message that the email has not been delivered
Sending the notice by SMS to the mobile phone number that you last gave us for your Account	The day after the SMS was sent
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

## 11.2 Notices to us

Unless otherwise provided in this agreement, you may give notices to us by any of the methods listed in the table below and we will be taken to have received the notice at the corresponding time specified in the table below. We will notify you if our contact details change.

Notice method	Time we are taken to have received the notice
Telephoning us on 07 3046 4046	When you provide all the relevant information to us
Delivering the notice to our Customer Service Centre at Level 1, 19 Corporate Drive, Cannon Hill, Qld, 4070	When the notice was delivered
Sending the notice by post to Locked Bag 2935, Brisbane, Qld, 4001	3 business days after you post the notice
Sending the notice by fax to 07 3395 6306	At the time shown in the transmission report as the time that the whole fax was sent
Sending the notice by email to <a href="mailto:business@flowtoll.com.au">business@flowtoll.com.au</a>	The day after the email was sent, unless you receive an automated message that the email has not been delivered



### 11.3 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 our Customer Service Centre at Level 1, 19 Corporate Drive, Cannon Hill, Qld, 4070, by emailing [business@flowtoll.com.au](mailto:business@flowtoll.com.au), by telephoning 07 3046 4046 or another number we notify to you or by writing to us at Locked Bag 2935, Brisbane, Qld, 4001. Where this agreement refers you to our Website for further information, you can get the same information by contacting us by telephone.
- c) If you make a complaint, a customer service representative will respond to you within 2 business days after we receive your complaint.
- d) If you are not satisfied with our response, you can ask to have the matter referred to the supervisor of the customer service representative who initially handled your complaint.
- e) If you are still not satisfied with our response, you can ask to have the matter referred to our Customer Service Manager.
- f) If you are still not satisfied with our response, you can ask to have the matter referred to our General Manager.
- g) We will attempt to resolve all enquiries, disputes or complaints quickly and if we find that any amounts have been incorrectly applied we will take corrective action immediately.

### 11.4 Our liability

- a) To the maximum extent permitted by law and subject to clause 11.4(b), 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 or any other person incurs arising directly or indirectly from your use of CLEM7, Go Between Bridge or an Interoperable Toll Road, your installation, use or removal of a Tag, or anything else in connection with this agreement. This agreement does not affect any rights, liabilities and

responsibilities arising at law, including statutory consumer protection.

- b) The exclusion of liability in clause 11.4(a) does not apply to any liability which we may have to refund any money in your Account, including any money paid into your Account in respect of an amount incorrectly charged to your Account.

### 11.5 Assignment

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

### 11.6 Entire agreement

This agreement is the entire agreement about the registration of your Vehicles on the Flow Tolling System Register, your Account, your Tags and the 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.

### 11.7 Severance

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 a provision of this agreement is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of this agreement will continue to be fully enforceable.



### 11.8 Waiver

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

- a) fails to exercise it;
- b) only exercises part of it; or
- c) 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. Any of our rights created under this agreement may only be waived in writing signed by us.

### 11.9 Representations and warranties

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

### 11.10 Recovery of costs

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

### 11.11 Governing law

This agreement is governed by the laws of Queensland.

## 12 INTERPRETATION

### 12.1 Definitions

**Account** means your account with us.

**Account Details** means:

- a) your name and address to which statements and other correspondence should be posted;
- b) the following details for each Vehicle linked to your Account:
  - i. Licence Plate Number of the Vehicle;
  - ii. make and model of the Vehicle; and
  - iii. the Vehicle's purpose of use recorded on the vehicle registrations papers; and
- c) such other information as we require to open and administer your Account, which may include your bank account or credit card details.

**CLEM7** means the motorway of that name between Bowen Hills and Woolloongabba in Brisbane.

**CLEM7 Tolls** means the tolls payable for travel on CLEM7.

**CLEM7 Website** means [www.clem7.com.au](http://www.clem7.com.au) or such other website as we may notify you from time to time.

**Flow Tolling System Register** means the register of Vehicles established and maintained by us.

**Go Between Bridge** means the motorway of that name between Milton and South Brisbane in Brisbane.

**Go Between Bridge Tolls** means the tolls payable for travel on Go Between Bridge.

**Go Between Bridge Website** means [www.gobetweenbridge.com.au](http://www.gobetweenbridge.com.au) or such other website as we may notify you from time to time.

**Interoperable Toll Road** means any toll roads listed on our Website that are operated by an operator with whom we have an agreement under which we will charge your Account with the applicable charges for travel on those toll roads by your Vehicle for this type of account.

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

**Lost Item** has the meaning given to it in clause 7.1.

**Personal Information** means information about you, from which your identity could reasonably be ascertained,



including your Account Details, records of your use of CLEM7, Go Between Bridge and Interoperable Toll Roads including photographs and video, and financial information relating to your Account including your balance, payments made and amounts owing.

**Recovered Item** has the meaning given to it in clause 7.2.

**Tag** means an electronic device issued by us by which we can track the use by Vehicles of CLEM7, Go Between Bridge and Interoperable Toll Roads. A reference to your Tag means any Tag linked to your Account.

**Vehicle** means a motor vehicle as that term is defined in the Transport Operations (Road Use Management) Act 1995 (Qld). A reference to your Vehicle means any Vehicle linked to your Account.

**We** means Flow Tolling Pty Ltd ABN 16 134 967 356, and our and us have corresponding meanings.

**Website** means <http://www.flowtoll.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.

## 12.2 Interpretation

A provision of this agreement must not be interpreted against us just because we prepared the agreement. Headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement.

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

- a) the Invoice Reprint Fee, the Account Management Fee, the Tag Replacement Fee, the Tag Non-returned Fee, the Vehicle Matching Fee or the Dishonour Fee means the amount specified on our Website for that respective amount or fee for this type 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;
- 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;
- g) a time or date is a reference to that time or date in Brisbane; and
- h) any legislation or subordinate legislation includes any modifications or changes.