

Rental Vehicle Toll Annexure – Linkt Commercial Customer Rental Terms and Conditions

Last updated on 1 November 2023

Tollaust Pty Limited (ACN 050 538 693), trading as Linkt (**Linkt**), through Your Rental Agency as Linkt's agent, offers the Linkt Rental Product to You on these Linkt Commercial Customer Rental Terms and Conditions.

Summary of Key Terms and Conditions

Before entering into these Linkt Commercial Customer Rental Terms and Conditions, Linkt draws your attention to the following terms and conditions:

1. Collection, use and disclosure of personal information

In order to operate our roads, charge tolls and manage your Linkt Rental Product Commercial Account, Linkt will collect your personal information from the Rental Agency and may share your information with its service providers/partners, operators of other toll roads, government authorities (including those responsible for operation of roads and vehicle registration), credit reporting bodies and incident response/emergency service providers. Please see clause 3 for further information.

2. Payment of tolls

You are responsible for the payment of all tolls and applicable fees for all trips made by your rental vehicle(s). If you do not pay any tolls and applicable fees you may be charged late payment fees and Linkt may refer your liability to pay those amounts to either a Credit Reporting Agency or to your Rental Agency to obtain payment of these amounts. You agree that the Rental Agency may share your payment information with Linkt to enable Linkt to charge you applicable tolls and fees. Please see clauses 7 and 8 for further information.

3. Suspension and Cancellation

Linkt may suspend or cancel your Linkt Rental Product Commercial Account and the processing of Trips in certain circumstances, e.g. if Linkt is advised by your Rental Agency to suspend your account, your account has not been paid in time or where Linkt reasonably considers it necessary for any other serious reason. Linkt will make reasonable attempts to contact you prior to suspension or cancellation of your account. If you drive after your account is suspended or cancelled, you may receive a toll notice with additional fees. Please see clause 15 for further information.

4. Excluding Linkt's liability

To the extent permitted by law (including the Australian Consumer Law), Linkt is not liable for any loss, damage or expense arising from your use of any toll road, your use of the rental vehicle(s) or anything else in connection with this agreement, unless that loss was caused by Linkt or Linkt's negligence or breach. Please see clause 13 for further information.

The Authorised Representative(s) signing the Commercial Customer Rental Agreement accepts and agrees to be bound by these Linkt Commercial Customer Rental Terms and Conditions on Your Behalf.

Part A: General

1. Interpretation

In these Linkt Commercial Customer Rental Terms and Conditions unless the contrary intention appears:

- a. a reference to the Commercial Customer Rental Agreement or these Linkt Commercial Customer Rental Terms and Conditions includes any variation to it or them;
- b. the singular includes the plural and the plural includes the singular;
- c. a gender includes all genders;
- d. a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- e. an obligation imposed on two or more parties binds them jointly and severally;
- f. a reference to a time or date is a reference to that time or date in Melbourne, Australia;
- g. any reference to dollars and \$ is to Australian currency;
- h. a provision of these Linkt Commercial Customer Rental Terms and Conditions must not be interpreted against Linkt just because Linkt prepared these Linkt Commercial Customer Rental Terms and Conditions;
- i. a reference to any legislation or subordinate legislation includes any modifications or changes;
- j. headings in these Linkt Commercial Customer Rental Terms and Conditions have been inserted for convenience and do not affect the interpretation of these Linkt Commercial Customer Rental Terms and Conditions; and
- k. a reference to a clause or a part is a reference to a clause or a part of these Linkt Commercial Customer Rental Terms and Conditions.

2. Creation of Your Linkt Rental Product Commercial Account

Linkt will create a Linkt Rental Product Commercial Account for You for the use of the Linkt Rental Product by Your Personnel for any Rental Vehicle(s) that Your Personnel rent as agreed under the Commercial Customer Rental Agreement.

3. Consent to use and disclose information

- a. You consent to Linkt using or disclosing any information (including Personal Information) that You or Your Personnel provide to Linkt (or which Your Rental Agency provides to Linkt, or which Linkt otherwise obtains) only for the purposes contemplated by these Linkt Commercial Customer Rental Terms and Conditions (including the exercise of any rights or the performance of any obligations under these Linkt Commercial Customer Rental Terms and Conditions) as detailed in [Linkt's Privacy Policy](#) or the Linkt Privacy and Credit Reporting Statement document attached at Part B of these Linkt Commercial Customer Rental Terms and Conditions.
- b. You consent to any information (including personal information) about Your Linkt Rental Product Commercial Account, and any information You or Your Personnel provide to Linkt, being disclosed by Linkt to:
 - i. Credit Reporting Bodies to enable Linkt to ascertain Your credit rating only, following the date on which Your Linkt Rental Product Commercial Account is opened or at any time thereafter while Your Linkt Rental Product Commercial Account remains open;
 - ii. Your Rental Agency (including without limitation personal information including the first name and surname of Your Personnel who have rented a Rental Vehicle), or to You, including for reporting purposes in relation to your Linkt Rental Product Commercial Account; or
 - iii. Credit Reporting Bodies and to debt collection agencies or Your Rental Agency where You are in payment default.
- c. You can access [Linkt's Credit Reporting Policy](#) at <https://www.linkt.com.au/legal/policies/transurban-credit-reporting-policy/sydney> or You can contact Linkt using the contact details set out in Part D of these Linkt Commercial Customer Rental Terms and Conditions to obtain a copy.
- d. You consent to Linkt disclosing to Toll Road operators (and the operator's preferred toll service provider) and any State Roads Authority any information (including Personal Information) that is required for Toll collection or enforcement.

4. Your Linkt Rental Product

- a. The Linkt Rental Product is provided by Linkt to enable You to pay Tolls and Fees relating to Trips by Your Personnel using Rental Vehicles on Toll Roads

in accordance with these Linkt Commercial Customer Rental Terms and Conditions.

- b. You remain responsible at all times for the acts and omissions of Your Personnel, or any other person using a Rental Vehicle rented by Your Personnel, including for any Tolls and Fees they incur.

5. When You should contact Linkt

You should contact Linkt using the contact details set out in Part D of these Linkt Commercial Customer Rental Terms and Conditions as soon as possible if:

- a. You change Your email or Your mobile phone number; or
- b. You become aware of anything that may or will affect any payment described in these Linkt Commercial Customer Rental Terms and Conditions.

6. Charging of Tolls to Your Linkt Rental Product Commercial Account

- a. Tolls will be charged to Your Linkt Rental Product Commercial Account for each Trip taken using a Rental Vehicle, when either:
 - i. the Registration Number of the Rental Vehicle is detected at an Electronic Toll Point; or
 - ii. the Rental Vehicle is otherwise detected at an Electronic Toll Point.
- b. Any questions regarding any Tolls charged on a particular Toll Road should, in the first instance, be referred to Linkt.

7. Tolls and Fees payable

- a. You must pay the following amounts to Linkt:
 - i. all Tolls incurred in accordance with clause 6(a) (and You acknowledge that it is Your responsibility to be aware of all Tolls payable in connection with the use of a Toll Road);
 - ii. a Rental Service Fee of \$3.30 (including GST) for each calendar day per Commercial Customer Rental Contract where a Rental Vehicle incurs a Toll on a Toll Road;
 - iii. if applicable, a Late Payment Fee in the circumstances described in clause 8.3(b); and
 - iv. any other costs reasonably incurred by Linkt in enforcing its rights under these Linkt Commercial Customer Rental Terms and Conditions, including any fees or charges imposed by a third party on Linkt where You have refused or failed to pay any amount under these Linkt Commercial Customer Rental Terms and Conditions.

- b. You acknowledge that if You fail to pay any Tolls or Fees as required by these Linkt Commercial Customer Rental Terms and Conditions:
 - i. Linkt may refer that failure to a Credit Reporting Agency or to Your Rental Agency (who may charge You additional fees or charges); and/or
 - ii. Linkt may suspend or cancel Your Linkt Rental Product Commercial Account and the provision of the Linkt Rental Product to You and Your Personnel.

Linkt will not be required to refund to You any additional fees or charges described in this clause 7(b) that are charged to You by a Credit Reporting Agency or Your Rental Agency.

8. Payment

8.1 Charges to Your Linkt Rental Product Commercial Account

- a. You agree that all Tolls and Fees incurred in connection with any Trips undertaken by Rental Vehicles will be charged to Your Linkt Rental Product Commercial Account. For the avoidance of doubt, payment by cash will not be an acceptable method of payment.
- b. You:
 - i. warrant and represent that You are authorised to have any Tolls and Fees that are incurred in connection with any Trips undertaken by Rental Vehicles charged to Your Linkt Rental Product Commercial Account;
 - ii. must immediately provide Linkt with updated or alternate payment method details if Your Linkt Rental Product Commercial Account is cancelled or altered; and
 - iii. must ensure that all information recorded on Your Linkt Rental Product Commercial Account is accurate and up to date.

8.2 Invoicing procedure

- a. As soon as practical after the invoice issue date, Linkt will send You an invoice detailing all Trips undertaken by Rental Vehicles on Toll Roads during the period to which the invoice relates, including the Tolls and Fees payable in respect of those Trips.
- b. Invoices will be provided in electronic form, and will be emailed to You in pdf, csv and raw format.
- c. Each invoice will show the Due Payment and the Payment Date (which shall be 30 days from the date of the invoice).

8.3 Recovery of payments

- a. You acknowledge and agree that the Tolls and Fees incurred by Rental Vehicles for Trips on Toll Roads are a debt due and payable by You to Linkt.
- b. If You do not pay the amount of those Tolls and Fees in full by the relevant Payment Date (which shall be 30 days from the date of the invoice), Linkt may charge You a Late Payment Fee.
- c. If:
 - i. You are issued an invoice under clause 8.2 from Linkt for the payment of Tolls and Fees; and
 - ii. You do not pay the amount of those Tolls and Fees in full by the relevant Payment Date,

then Linkt will be entitled to contact You using the details provided to it by Your Rental Agency to seek payment of the overdue amounts of Tolls and Fees. If You still do not pay these overdue amounts within 27 days after the invoice due date, Your liability to pay these overdue Tolls and Fees will be transferred to Your Rental Agency and Your Rental Agency (or a third party acting on Your Rental Agency' behalf) may contact You directly to obtain payment of these overdue Tolls and Fees (and any additional fees and charges applied by Your Rental Agency or the third party acting on Your Rental Agency' behalf).

- d. You agree that if You pay any overdue Tolls and/or Fees to Linkt at any time after responsibility for the payment of these overdue Tolls and/or Fees have already been transferred to Your Rental Agency in accordance with clause 8.3(c), that these amounts will be promptly refunded to You by Linkt and you will be required to make payment of the overdue Tolls and/or Fees to Your Rental Agency instead.

9. Errors in charging Tolls and Fees

- a. If Linkt incorrectly credits You an amount in connection with Your Linkt Rental Product Commercial Account, Linkt may recover that amount from You provided that Linkt has given You 10 days prior written notice of its intention to do so.
- b. Linkt will promptly apply any credit due to You in connection with Your Linkt Rental Product Commercial Account by such method as Linkt may reasonably choose.

10. Linkt Rental Product Account Statement

You may view Your Linkt Rental Product Account Statement without charge at any time by [logging into your account](#).

11. What to do if a Rental Vehicle or its Number Plates are stolen

- a. You must immediately inform Your Rental Agency if:
 - i. a Rental Vehicle is stolen; or
 - ii. one or both Number Plates for a Rental Vehicle are stolen.
- b. If:
 - i. a Trip is undertaken by Rental Vehicle while stolen; or
 - ii. a Trip is undertaken by a vehicle fitted with one or both Number Plates that have been stolen from a Rental Vehicle; and
 - iii. Tolls and Fees are charged to Your Linkt Rental Product Commercial Account in connection with a Trip referred to in clause 11(b)(i) or 11(b)(ii) (as applicable),

Linkt will refund those Tolls and Fees to You upon provision of a police report confirming that the Rental Vehicle or Number Plate(s) (as applicable) were recorded as being stolen at the time of the relevant Trip.

12. GST

- a. Unless otherwise indicated, all Tolls and Fees are inclusive of GST.
- b. If GST is stated as not to be inclusive, You are liable for any GST payable in accordance with applicable law.

13. Liability

To the maximum extent permitted by law, Linkt is 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, Your Personnel or Authorised Personnel's use of any Toll Road, any Rental Vehicle, or anything else in connection with these Linkt Commercial Customer Rental Terms and Conditions, except to the extent that the loss, damage or expense was caused by Linkt, or as a result of Linkt's negligence or breach.

These Linkt Commercial Customer Rental Terms and Conditions do not affect any rights, liabilities and responsibilities arising at law, including under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) (**ACL**), unless otherwise provided under this agreement.

Where liability cannot be excluded, any liability incurred by Linkt in relation to the use of any Toll Road or these Linkt Commercial Customer Rental Terms and Conditions is limited to the extent provided for by the ACL.

14. Questions, complaints and disputes

- a. If You have a dispute or wish to make a complaint about the Linkt Rental Product, a payment or an amount charged, refunded or not refunded to Your Linkt Rental Product Commercial Account, You should contact Linkt. A customer service officer will provide a response with reasons as soon as possible.
- b. If You believe that Your dispute or complaint has not been properly addressed, You have the right to have the issue reviewed by Linkt's Customer Resolutions Team who will provide a response with reasons.
- c. If You are not satisfied with the response, You may take Your complaint to the Tolling Customer Ombudsman.
- d. If You believe there is an error (including Trips, fees and charges in Your Account Statement), You are required to tell Linkt of any errors or discrepancies promptly.
- e. Where You dispute Your Account Balance, Linkt may (at its discretion):
 - i. refund to Your Linkt Rental Product Commercial Account all or part of the disputed amount; or
 - ii. make other arrangements reasonably necessary to allow for the continued operation of Your Linkt Rental Product Commercial Account, until the dispute is resolved.
- f. The relevant contact details for Linkt, Linkt's Customer Resolutions Team and the Tolling Customer Ombudsman are each set out in Part D of these Linkt Commercial Customer Rental Terms and Conditions.

15. Suspension or termination

- a. Linkt may suspend Your Linkt Rental Product Commercial Account and the processing of Trips made by any or all Rental Vehicles on Your Linkt Rental Product Commercial Account if:
 - i. Linkt is advised by Your Rental Agency to suspend or close Your Linkt Rental Product Commercial Account;
 - ii. You become bankrupt or appear likely to become bankrupt;
 - iii. You become insolvent (that is, not able to pay all Your debts as and when they become due and payable) or have a receiver, manager, administrator or liquidator appointed, or appear likely to do so;
 - iv. You are a company and:
 - A. Your shareholders pass a resolution for winding up;
 - B. an application is made for winding up Your company, which is not dismissed or withdrawn within 30 Business Days and which results in an order being made for the company's winding up; or
 - C. You enter into an arrangement, composition or compromise with any creditors;
 - v. Linkt considers that a material adverse change has occurred in Your credit rating;

- vi. Linkt is required to do so by law; or
- vii. Linkt reasonably consider suspension or cancellation of Your Linkt Rental Product Commercial Account or any Rental Vehicle on Your account is warranted and/or necessary for any other serious reason (such as fraudulent or malicious use, material breach of this agreement or serious misconduct).

Notice prior to suspension or cancellation

If Linkt has reason to suspend or cancel Your Linkt Rental Product Commercial Account and the processing of Trips made by any or all of Your Rental Vehicles, Linkt will make reasonable attempts to contact You, via the contact details You have provided, prior to any such suspension or cancellation becoming effective.

16. When these Linkt Commercial Customer Rental Terms and Conditions end

These Linkt Commercial Customer Rental Terms and Conditions end only when terminated in accordance with the provisions of these Linkt Commercial Customer Rental Terms and Conditions. The termination of these Linkt Commercial Customer Rental Terms and Conditions does not affect any rights that You or Linkt have against each other that arose at or before the termination, including in relation to any outstanding Tolls and or Fees that You have not paid prior to the termination.

17. Notices

- a. Notices (including any communications or statements) may be given by Linkt to You:
 - i. by sending an email to Your email address as provided to Linkt by Your Rental Agency (or as updated by You under clause 5); or
 - ii. if no valid email has been provided to Linkt, by sending a text message to Your mobile number as provided to Linkt by Your Rental Agency (or as updated by You under clause 5).
- b. Notices to Linkt may be sent by email to Linkt's email address, using the [contact details available on Linkt's website](#).
- c. Notices take effect from the time they are received (unless a no-delivery message is received by the sender).

18. General

- a. These Linkt Commercial Customer Rental Terms and Conditions are the entire agreement between You and Linkt about Your Linkt Rental Product

Commercial Account and the other matters covered by these Linkt Commercial Customer Rental Terms and Conditions.

- b. Any provision of these Linkt Commercial Customer Rental Terms and Conditions must be read down to the extent necessary to prevent that provision of these Linkt Commercial Customer Rental Terms and Conditions from being invalid, voidable or not enforceable in the circumstances. If a provision of these Linkt Commercial Customer Rental Terms and Conditions is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of these Linkt Commercial Customer Rental Terms and Conditions will continue to be fully enforceable.
- c. You will not earn interest on any credit Account Balance or amount You pay to Linkt under these Linkt Commercial Customer Rental Terms and Conditions.
- d. Unless otherwise expressly provided by these Linkt Commercial Customer Rental Terms and Conditions, a party does not waive a right, power or discretion just because it:
 - i. fails to exercise it;
 - ii. only exercises part of it; or
 - iii. delays in exercising it.
- e. A waiver of one breach of a provision of these Linkt Commercial Customer Rental Terms and Conditions does not operate as a waiver of another breach of the same provision or any other provision. A right of Linkt created under these Linkt Commercial Customer Rental Terms and Conditions may only be waived in writing signed by Linkt.
- f. You represent and warrant to Linkt that you have the power, authority and capacity to enter into these Linkt Commercial Customer Rental Terms and Conditions.
- g. Linkt may request that You pay Linkt an amount equal to any costs (including legal costs) reasonably incurred by Linkt in recovering a debt from You in court.
- h. These Linkt Commercial Customer Rental Terms and Conditions and the transactions contemplated by these Linkt Commercial Customer Rental Terms and Conditions are governed by the laws of New South Wales.

19. Definitions

In these Linkt Commercial Customer Rental Terms and Conditions (including Parts A, B,C and D), except where the context otherwise requires:

Account Balance means the total of all of the payments (and other amounts) which have been charged to Your Linkt Rental Product Commercial Account less any Toll, Fee, tax, charge or other amount which is refunded to your Linkt Rental Product Commercial Account.

Account Statement means a summary of the transactions (including the Tolls and Fees) charged to Your Linkt Rental Product Commercial Account.

Associated Contractors means Linkt's suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

Authorised Information Recipient means Linkt, Your Rental Agency, Your Authorised Representative and each Intended Recipient.

Authorised Representative means an individual who is 18 years or older and who is validly authorised by You to enter into these Linkt Commercial Customer Rental Terms and Conditions on Your behalf.

Your Rental Agency means:

- a. the entity with whom You have entered into the Commercial Customer Rental Agreement with;
- b. or any Related Body Corporate of Your Rental Agency; or
- c. any franchisee or licensee of Your Rental Agency.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of Victoria, Australia.

Clearing House means any person who operates a clearing house for operators of Toll Roads.

Commercial Customer means a body corporate, partnership, trust, government department or agency, sole trader or other business or entity that has entered into a Commercial Customer Rental Agreement with Your Rental Agency.

Commercial Customer Rental Agreement means the agreement entered into between You and Your Rental Agency for the rental of vehicles by Your Personnel.

Commercial Customer Rental Contract means the rental document signed by Your Personnel for the rental of the Rental Vehicle.

Credit Provider has the meaning given in the *Privacy Act 1988* (Cth).

Credit-Related Information means Credit Information, Credit Eligibility Information and Credit Reporting Information, each as defined in the *Privacy Act 1988* (Cth).

Credit Reporting Agency means a corporation that carries on a credit reporting business within the meaning of that term in the *Privacy Act 1988* (Cth).

Credit Reporting Body has the meaning given in the *Privacy Act 1988* (Cth).

Department of Transport and Main Roads means the Department of Transport and Main Roads in the State of Queensland, Australia.

Due Payment means the amount stated in an invoice from Linkt as the Account Balance that You owe to Linkt.

Electronic Toll Point means any place on a Toll Road where vehicles are detected by the Linkt Rental Product System.

Fees means each of the fees and costs (and any taxes applicable to them) described in clauses 6(a)(ii) to 6(a)(iv) inclusive of these Linkt Commercial Customer Rental Terms and Conditions.

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intended Recipients means the following parties:

- a. Credit Reporting Agencies;
- b. Associated Contractors;
- c. any bank, financial institution or Clearing House;
- d. Linkt's professional advisers including legal advisers, accounting advisers and other professional advisers;
- e. driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents;
- f. owners and other operators of Toll Roads; and
- g. persons providing services to any of the entities set out in paragraphs (a) to (f) of this definition.

Late Payment Fee means the late payment fee described in Part C.

Linkt means Tollaust Pty Ltd ABN 37 050 538 693, including the successors, contractors, assignees, employees, agents and nominees of Tollaust Pty Ltd.

Linkt Rental Product means the indirect toll billing facility that utilises the Linkt retail platform and Your Rental Agency' systems to communicate with and charge You as a result of travel by Rental Vehicles on Toll Roads.

Linkt Rental Product Commercial Account means Your Linkt Rental Product Commercial Account set up by Linkt.

Linkt Rental Product Information means any information relating to You, Your Personnel or Your Linkt Rental Product, a Rental Vehicle, the location of a Rental Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation include Personal Information about:

- a. You; or
- b. Your Personnel,

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Commercial Customer Rental Agreement, Linkt Rental Product Commercial Account, and other Personal Information contained in video and/or camera

surveillance of Toll Roads for traffic management or toll violation enforcement purposes conducted by Linkt or obtained by Linkt from third parties.

Linkt Commercial Rental Product Information means any information relating to the Commercial Customer, its Personnel, the Linkt Rental Product, a Vehicle, the location of a Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation include Personal Information about:

- a. the Commercial Customer; or
- b. its Personnel,

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Rental Contract, Linkt Rental Account, and other Personal Information contained in video and/or camera surveillance of Toll Roads for traffic management or toll violation enforcement purposes conducted by Linkt or obtained by Linkt from third parties.

Linkt Consumer Rental Product Information means any information relating to You or Your Linkt Rental Product, Your Vehicle, the location of Your Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation include Personal Information about:

- a. You; or
- b. any Individual,

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Rental Contract, Linkt Rental Account, and other Personal Information contained in video and/or camera surveillance of Toll Roads for traffic management or toll violation enforcement purposes conducted by Linkt or obtained by Linkt from third parties.

Linkt Rental Product System means the entire system relating to tagless tolling operated by Linkt for the Linkt Rental Product.

Number Plate means the physical plate with contains the Vehicle's Registration Number.

Payment Date means the date for payment of an invoice from Linkt, as stated in that invoice, which shall be 30 days from the date of the invoice.

Permitted Purposes means any one or more of:

- a. facilitating the use of and carrying out functions and activities relating to:
 - i. Tolls and their enforcement;
 - ii. the Linkt Rental Product;
 - iii. verification of Your Commercial Customer Rental Agreement;

- iv. obtaining feedback about Your Linkt Rental Product; and
 - v. analysing information for product development in connection with the Linkt Rental Product System, traffic conditions, travel times and road usage and disclosing aggregate information (including to the public) excluding any Personal Information of Commercial Customers and Your Personnel;
- b. disclosure to any State Roads Authority for any purpose in connection with Toll Roads;
 - c. auditing of the Linkt Rental Product System;
 - d. law enforcement;
 - e. the enforcement of a law imposing pecuniary penalty;
 - f. the protection of the public revenue;
 - g. road safety;
 - h. release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where Linkt is compelled to do so by a court order;
 - i. obtaining advice and professional services on a confidential basis; and such other purposes as are permitted by Privacy Laws.

Personal Information means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

Privacy Laws means the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles found in Schedule 1 to that Act), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth), the Telemarketing and Research Calls Industry Standard 2017 (Cth), the Fax Marketing Industry Standard 2011 (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW) (to the extent applicable to Linkt) and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to Linkt and any other applicable privacy law.

Registration Number means the combination of numbers, letters or numbers and letters, and the State of registration on the number plate of a vehicle, as assigned to that vehicle by the relevant vehicle registration authority (e.g. TfNSW, Secretary to the Department of Transport and the Department of Transport and Main Roads).

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Rental Service Fee means the rental service fee described in Part C.

Rental Vehicle means a vehicle described in the Commercial Customer Rental Contract that is rented by Your Personnel as agreed to under the Commercial Customer Rental Agreement.

Secretary to the Department of Transport means the secretary to the Department of Transport in the State of Victoria with the functions provided by section 33A of the *Transport Integration Act 2010* (Vic).

State Roads Authority means TfNSW, Secretary to the Department of Transport and the Department of Transport and Main Roads.

TfNSW means Transport for NSW ABN 18 804 239 602 a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW), including Roads and Maritime Services (ABN 76 236 371 088).

Toll means all toll charges or other fees and charges imposed by Linkt or the operator of a Toll Road for, or taxes payable in respect of, each Trip taken by a Rental Vehicle for use of that Toll Road.

Toll Roads means toll roads in the Commonwealth of Australia, in respect of which the Linkt Rental Product is offered by Linkt.

Trip means the driving of a Rental Vehicle in one continuous direction on a Toll Road through one or more Electronic Toll Points uninterrupted by exit and subsequent re-entry on that Toll Road.

You or **Your** refers to the Commercial Customer that has agreed to be bound to these Linkt Commercial Customer Rental Terms and Conditions and with whom the Commercial Customer Rental Agreement is made.

Your Personnel means Your directors, officers, agents, employees, individual contractors or subcontractors who are permitted to rent vehicles under the Commercial Customer Rental Contract.

Part B: Privacy and Credit Reporting Notice

Linkt's combined privacy and credit reporting collection statement

What information is being collected

Personal Information and Credit-Related Information about You is being collected by Linkt.

Purpose of collection

Linkt collects Personal Information, including Linkt Commercial Rental Product Information and Linkt Consumer Rental Product Information, about You in order to provide the Linkt Rental Product in respect of Vehicles rented from Your Rental Agency. Linkt may collect this information from You or from Your Rental Agency. Linkt may also collect Credit-Related Information about You from the Credit Reporting Bodies that Linkt deals with and from other Credit Providers who have

provided credit to You. You are not required by law to provide Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information to Linkt, but if this information is not provided, Linkt will not be able to provide the Linkt Rental Product to You.

Use

Linkt only uses the Personal Information and Credit-Related Information that Linkt collects about You to provide the Linkt Rental Product, to arrange payment for any Tolls and Fees that You incur for Trips undertaken by Vehicles and for the other Permitted Purposes set out above. Linkt also uses Personal Information and Credit-Related Information to perform its business functions solely for the purpose of undertaking its obligations under these Linkt Terms and Conditions.

Disclosure

Linkt may disclose the information that it collects about You to a State Roads Authority, Authorised Information Recipients and Linkt's Associated Contractors.

Depending on the circumstances, Linkt may also disclose the information that it collects about You to other Credit Providers and Credit Reporting Bodies, insurers, third party toll operators, debt collection agencies, government authorities (where required or authorised by law) and Linkt's related entities.

Overseas disclosures

In some circumstances, Linkt may hold Personal Information and Credit-Related Information in a different Australian State or Territory or disclose Personal Information and Credit-Related Information to recipients (including Linkt's Associated Contractors) located outside Australia in accordance with any applicable Privacy Laws, including in the Philippines and any other countries listed in our privacy policy from time to time.

Your rights

You have a right to access the Personal Information and Credit-Related Information that Linkt holds about You, to correct that Personal Information and Credit-Related Information and to make a complaint about Linkt's handling of Personal Information and Credit-Related Information. More information about how to access and correct Personal Information and Credit-Related Information that Linkt holds about You and how to lodge a complaint relating to Linkt's treatment of Personal Information and Credit-Related Information (and how Linkt will deal with complaints) can be found:

- in relation to Personal Information, in [Linkt's privacy policy](#); and

- in relation to Credit-Related Information, in [Linkt's credit reporting policy](#) or a copy may be obtained in an alternative format by contacting Linkt using the contact details set out above.

Other credit-related matters

Credit Reporting Bodies collect a range of Credit-Related Information about individuals and use that information to provide a credit-related service to their customers (which includes Linkt). The Credit Reporting Bodies that Linkt may disclose Credit-Related Information to are Equifax Australia, which may be contacted at 138 332 and any additional Credit Reporting Body notified to You by Linkt.

Where Linkt provides Credit-Related Information to these Credit Reporting Bodies, they may include this information in reports that they subsequently provide about You to other Credit Providers in order to assist those entities to assess their credit worthiness. You have a right to obtain a copy of the credit reporting policies of any Credit Reporting Bodies that Linkt discloses Your Credit-Related Information to. If You would like to obtain a copy of any of these policies, You should contact the relevant Credit Reporting Body directly using the contact details set out above (or as notified to You by Linkt).

If You believe that You have been a victim of fraud or identity theft, You have a right to contact the Credit Reporting Bodies and ask them not to disclose Your Credit-Related Information. If You would like to make such a request, please contact the Credit Reporting Bodies directly using the contact details set out above (or as notified to You by Linkt).

If You do not pay for any Tolls and Fees payable in accordance with these Linkt Terms and Conditions, if You defraud Linkt or try to do so, or if You otherwise commit a serious credit infringement, Linkt may disclose details of these defaults to the Credit Reporting Bodies that Linkt deals with in accordance with applicable laws. If Linkt needs to take these steps, this may affect Your ability to obtain a loan or other credit in the future.

Part C: Fee schedule

Fee	Explanation	Amount
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Rental Service Fee	<p>The fee charged by Linkt for each day per Rental Contract where a Vehicle incurs a Toll on a Toll Road.</p>	<p>\$3.30 (including GST) per calendar day, for each calendar day that any single Vehicle incurs a Toll on a Toll Road.</p> <p>You agree that the Rental Service Fee will be as revised from time to time in accordance with the Rental Contract.</p>
Late Payment Fee	<p>If payment of an amount that You owe to Linkt is more than 5 days late.</p>	<p>\$5.50 plus 1.5% of the amount that was not paid on time.</p>

Part D: Contact details

Contact	Contact details
Linkt	Telephone: 13 33 31 Email: customersyd@linkt.com.au
Linkt Customer Resolutions Team	Telephone: 1300 381 570 Email: resolve@transurban.com
Tolling Customer Ombudsman	Telephone: 1800 145 009 Email: admin@tollingombudsman.com.au