

## DECISION

### Reason for Decision

This dispute arises from a claim made by Mr X for the cost of damage done to his motor cycle whilst driving on a section of CityLink on 14 June 2006. The amount of the claim is \$924.40.

### Background to the Complaint

Mr X reported to CityLink on 25 July 2006 that:

*"I am writing to inform you of an incident which occurred on CityLink on Friday July 14, 2006. (Originally reported via General Enquiries/Customer Service line ([Name]) on Monday July17).*

*At approximately 6:20 pm, I was travelling northbound on CityLink between Brunswick and Moreland Roads in the vicinity of the toll gantry and pedestrian overpass. The motorcycle I was riding (registration no. [number]) struck a large item of debris (which I suspect may have been a brick or similar object) lying in the middle of the lane. The front wheel and tyre of the motorcycle were severely damaged. Fortunately I was able to avoid a further accident and injury, despite the fact that the front tyre was immediately deflated by the damage rendering the motorcycle extremely difficult to control.*

*The bike pulled heavily to the right, I was able to cross the next lane of traffic and stop in the narrow right hand emergency lane. Some time later, the Transurban Incident Response vehicle operator, who I had seen stopped a short distance away on the southbound side attending to another vehicle, came to my aid. I was unable to move from the emergency lane, being effectively trapped in the centre of the tollway by the peak-hour traffic. The video surveillance operator had advised him of my predicament.*

*The Incident Responder informed me that they were already aware of the debris having received several reports of it, but that he had subsequently not been able to find it, despite having driven several passes of that section of the tollway, whilst attending to vehicle breakdowns in the area. Although he was unable to help me from the hazardous place I was in, he was able to request a tow truck to come to my aid, which was appreciated. The tow truck*

*eventually arrived and removed both the motorbike and myself to safety, some two hours after the incident. During this time, I observed the Incident Response Officer eventually stop in the vicinity of the debris (near the toll gantry as per the information I had given him) and presumably he found and removed the debris.*

*Clearly, the debris removal should have been given highest priority by the Incident Responder, rather than attending to other vehicles stopped on the roadside. These delays, together with an apparently unsatisfactory method for locating debris, despite having quite specific information regarding its location including the lane it was in, directly resulted in this incident occurring. Had CityLink's responsibility been carried out in an efficient and timely manner, I would not have been involved in a dangerous incident which could so easily have resulted in serious injury or fatality if I had fallen from the bike into the path of the heavy peak-hour traffic.*

*The incident occurred as a direct result of the debris not being removed promptly from the roadway, despite CityLink Incident Response Officers being aware of its presence. Fortunately, the only damage sustained was to my vehicle and, as CityLink's responsibility is clearly defined under the Road Management Act, it is my reasonable expectation that CityLink should meet the cost of the repairs.*

*I have enclosed two quotations for repair costs (as well as a photo of the damaged wheel) and hope that I can depend on a prompt response from you to enable me to have the repairs carried out as soon as possible. I am sure that you will sympathise with my predicament and the difficulties of being without the use of the vehicle.*

*I would like to conclude by urging you to review the current procedures for managing the locating and removal of road debris. In particular, such hazards should be given the highest priority to avoid similar incidents from occurring in the future. Clearly, the outcome for a less experienced rider may have been far more serious than a simple mechanical repair."*

CityLink responded on 10 August 2006 to Mr X in the following terms:

*"Thank you for your letter dated 25 July 2006, regarding damage caused to your motorcycle allegedly as a result of debris on 14 July 2006, while travelling on CityLink.*

*We have made enquiries with our contractor, Translink Operations Pty Ltd, about this incident who advise that they did receive a report regarding this incident. Translink Operations further advise that they assessed the situation and noted that the debris was in a location that would not cause further*

*damage to other motorists, therefore attending to the needs of the motorcyclist before attending to the debris. Translink Operations have no knowledge of where the debris came from. It therefore appears that the debris which you allege caused damage to your motorcycle may have fallen from a third party's vehicle.*

*Neither CityLink Melbourne nor its [sic] contractors are liable for damage caused by items that fall from other vehicles. I note that, in this situation, the owner or driver of the vehicle that the debris may have fallen from, may be liable for the damage. If you are able to identify the vehicle in question, you may be able to seek compensation from the owner or driver. Unfortunately we do not have information that could assist you to identify this party.*

*Accordingly, CityLink Melbourne declines to offer a compensation payment in this case for the reasons outlined above.”*

Following the failure of the resolution of this matter, Mr X wrote to the Transurban Customer Ombudsman on 15 November 2006 in the following terms:

*“I am writing to inform you of an incident which occurred on the CityLink tollway which resulted in damage to my vehicle and significant risk to my personal safety. I have contacted the CityLink Customer Resolutions Group (CCRG) seeking assistance with the cost of repairs incurred, as I believe the inaction of their road management contractor led directly to the incident occurring. If an appropriate hazard removal procedure had been properly implemented, the incident would never have happened. A copy of that letter is attached.*

*I received a reply (also attached) from the CCRG in which CityLink denied responsibility and declined to help. I was not satisfied with this result as I believe their responsibilities under the Road Management Act are clear. I telephoned [Name of employee] at CCRG to seek advice on how best to proceed. She advised me that further correspondence would not alter CityLink's official position and that contacting your office was the appropriate next course of action. [Name of employee] was at all times helpful and understanding of my situation.*

*CityLink's reply letter (dated August 10) makes a number of statements attempting to defend their position, which I believe are unfair and misleading. I have addressed these here to clarify the details and provide further information to that included in my first correspondence to CCRG.*

*CityLink's reply acknowledges that the contractor Translink Operations "assessed the situation and noted that the debris was in a location that would not cause further damage to other motorists, therefore attending to*

*the needs of the motorcyclist before attending to the debris". I would like to address several points in this statement.*

*Firstly, to make such an assessment requires quite specific knowledge of the location of the debris prior to the Incident Responder attending to me. This is in direct contradiction of the Responder's admission that he knew what lane the debris was in but had not been able to find it during several passes of the road section. Thus, if they had in fact made such an assessment, the assessment was ill-founded on insufficient information, and therefore negligent.*

*Secondly, the decision to not remove it lead directly to incident occurring. The assessment that "the debris was in a location that would not cause further damage to other motorists" was wrong. The damage to my motorcycle and my presence on the roadside is proof. Worse still, deciding that such a large object in the direct path of vehicles travelling at 100 km per hour, in peak hour traffic, would not cause damage demonstrates an incompetence to make such judgements.*

*Thirdly, to claim that they had prioritised my safety over the debris removal is misleading. The debris hazard had been neglected long before I arrived, and even after I had been stranded in the middle of the busy freeway, I observed the Responder stop to attend to 2 other vehicles stopped on the roadside before coming to me, and later the debris.*

*CityLink have sought to dismiss my request and absolve themselves of responsibility by stating that "neither CityLink Melbourne nor its contractors are liable for damage caused by items that fall from other vehicles". However, section 102, subsection (2), of the Road Management Act 2004 clearly states that the immunity from liability described in subsection (1) does not apply in the case of there being prior knowledge of the risk. The prior knowledge was expressed explicitly by the Responder at the time.*

*The CityLink Ombudsman's ruling dated August 2, 2005 states that "CityLink has an obligation to develop and maintain a road management plan that met reasonable requirements to ensure that the relevant part of the Tullamarine section of CityLink was not dangerous to traffic." In particular, this hazard was certainly not dealt with in the 10 minute time frame quoted in the Ombudsman's report. CityLink failed to satisfactorily implement their road management plan, and as a consequence, the Tullamarine section of CityLink did become dangerous.*

*I am not satisfied that the CityLink representatives have properly considered the specific details of this case. Their reply letter appears to consist largely of a copy of text also featuring in a letter to another claimant in the*

*Ombudsman's report. I find particularly insulting the use of the word "allegedly" with respect to the damage to my motorcycle being caused by the debris on CityLink. The tyre-wall had cuts in it, and the wheel was so badly bent that the tyre no longer sealed against the rim and therefore could not hold air. The motorcycle could not possibly have been ridden to CityLink had the damage occurred anywhere else. The motorcycle was even extremely difficult to move by walking it, as can be attested by the Incident Responder and the recovery truck driver sent by the Responder. Insinuating that the damage may have been caused otherwise, and that my claim is therefore spurious and fraudulent, is unreasonable.*

*As CityLink have already attempted to dismiss the matter out of hand, I seek your assistance in resolving the issue. I respectfully request again that CityLink Melbourne meet the cost of repairs to my vehicle. I am seeking only compensation for the actual costs I have incurred, and do not believe my request is excessive or unreasonable. I am doing my best to remain objective on this point, although as you may possibly understand, I feel very strongly about the gravity of this incident given that it could so easily have resulted in serious injury or worse. I appreciate your time in considering the case and look forward to your advice.*

*Yours sincerely, [Name of Mr X]*

*Ps. Since the accident, I have proceeded with having the repairs to the motorcycle carried out, as this vehicle is my primary form of transport. I have attached two receipts which show that I have been able to complete the repairs slightly cheaper than first quoted, partly by completing the labour myself and partly by negotiating a discounted price on the replacement wheel.*

*Details:*

|                                      |                  |
|--------------------------------------|------------------|
| <i>Total reimbursement requested</i> | <i>\$ 924.40</i> |
| <i>Replacement Wheel:</i>            | <i>\$700</i>     |
| <i>Replacement tyre:</i>             | <i>\$209</i>     |
| <i>Replacement Bearings:</i>         | <i>\$ 15.40</i>  |

*Note: the cost of the bearings would have been incurred as part of the wheel or labour costs in the original quote as press-fitted bearings cannot be removed and transferred without being damaged."*

The Transurban Customer Ombudsman referred this correspondence to CityLink but the matter was not resolved between the parties.

CityLink concluded its submissions on 6 June 2007 by saying:

*"I refer to the enquiry of [Name of Mr X] regarding the claim for compensation for his motorcycle registration [number] damaged in an incident on CityLink on 14 July 2006.*

*The sequences of circumstances contained in the Incident Reports are as follows:*

- 14 July 2006 at 18:07 a report is received from a motorist regarding an apparent piece of steel in running lane 2 somewhere near Moreland Rd travelling away from City.*
- At 18:09, the report was logged and an incident response vehicle was dispatched.*
- At 18:11, the incident response vehicle surveyed the section of road reported to have contained the debris. The incident response vehicle operator was unable to locate any debris in the running lanes on first inspection. Report confirms that a further drive by would be undertaken.*
- 18.29, an incident was detected in the right hand emergency lane via CCTV adjacent to Moreland Rd exit. Translink Operations dispatched an incident response vehicle and arrived at the scene at 18:34.*
- Translink Operations assessed the area confirming that debris was not present on the running lanes therefore they attended to the needs of the motorcyclist.*
- At approximately 19:00 a tow truck was called for the motorcycle. At 19:25, pieces of wood debris were located in the right hand emergency lane near Moreland Rd exit in vicinity of Toll Point 1. Debris was collected and the incident report closed at 19:28.*
- The incident report regarding the motorcyclist shows that the scene was cleared at 20:05.*

*The above information is provided to you for your determination. CityLink and its contractor, Translink Operations declines to offer compensation for the reasons outlined above..."*

## **Outcome and Reasons**

The issues in this complaint are whether (a) CityLink owed a duty of care to Mr X as the owner of a vehicle that used a road for which CityLink was responsible; (b) whether CityLink breached that duty of care in respect of Mr X; and (c) whether CityLink is liable for the damage done to Mr X's vehicle.

### Duty of Care

CityLink was the responsible road authority for the Tullamarine section of the road on which Mr X's vehicle was damaged on 14 July 2006. It had the lawful authority

to care and manage the road to keep it safe in accordance with the Road Management Act 2004. Its civil liability for any damages law in relation to its duty of care is contained in Part 6 Division 2 of this Act.

I have made or am considering decisions in incidents similar to this claim. Since my first decision there has been a discussion of the liability of Victorian Road Authorities, such as CityLink, by Dr Karinne Ludlow, senior lecturer at the Centre for Regulatory Studies, Faculty of Law, Monash University, in the Law Institute of Victoria Journal (May 2007). This paper largely reinforces the position I took in my decision.

Mr X submits that:

*“The incident occurred as a direct result of the debris not being removed promptly from the roadway, despite CityLink Incident Response Officers being aware of its presence. Fortunately, the only damage sustained was to my vehicle and, as CityLink’s responsibility is clearly defined under the Road Management Act, it is my reasonable expectation that CityLink should meet the cost of the repairs.”*

#### The History of the law– Pre 2001

It is useful in the context of this claim, to discuss the law in relation to the duty of care owed by a road authority to those who use the roads for which they are responsible. The duty of care owed by a highway authority to a user of the highway was recently discussed in the Supreme Court of Victoria in ***Moyne Shire Council v Pearce*** [2004] VSCA 246 and the decision is relevant in relation to the responsibility of CityLink. The Shire, like CityLink, was a road authority which had been empowered to care for and manage public highways for which it was responsible.

The law in respect of the care and management of roads had been clear in Australia for almost 100 years until 2001. The law provided that a road authority, like CityLink, having the care and management of a road, could be the subject of criminal proceedings for non-repair but no proceedings could be brought against it by a person who suffered damage or loss as a result of a failure to maintain the road. **A road authority was not liable for failing to do anything even where there was a defect that constituted an obvious hidden danger.**

By way of contrast, if a person suffered a damage or loss because of a defect resulting from some act by the road authority, the authority could be liable to compensate for the damage or loss. In simple terms, the road authority was not liable for damage or loss resulting from non-activity but it was so liable if it negligently performed work such as erecting a barrier or a false curb and the damage or loss resulted.

These principles were clearly discussed by Australia's High Court in a case of ***Buckle v Bayswater Road Authority*** (*Buckle's case*) (1936) 57 CLR 259 and were stated by Dixon J at pp 281 and following. He said:

*"In order that the public right may be enjoyed to best advantage, road authorities are established and armed with powers in relation to the highways. For that purpose a legal authority is given to them to construct, maintain and repair roads and to keep them free of obstruction and in an orderly condition. **The existence of such powers gives rise to no civil liability** for the consequences of the defective state of a road. ... **It is well settled that no civil liability is incurred by a road authority by reason of any neglect on its part to construct, repair or maintain a road or other highway.**"*

He said further at p 282:

*"A failure to act, to whatever it may be ascribed, cannot give a cause of action. No civil liability arises from an omission on its part to construct the road, to maintain a road which it has constructed, to repair a road which it has allowed to fall into disrepair, or to exercise any other power belonging to it as a highway authority."*

This was known as the road authority immunity rule.

#### The History of Law – Post 2001

The law on a road authority's duty of care changed briefly after May 2001 when the High Court decided in the case of ***Brodie v Singleton Shire Council*** (2001) 206 CLR 512 that a road authority's immunity from civil legal proceedings for damages resulting from its inactivity or failure to properly maintain a road did not apply. The Victorian Parliament then intervened by way of legislation and restored the road authority immunity from these claims.

**This was done by way of the Transport (Highway Rule) Act 2002. Section 37A of that Act provided from 4 November 2002 that a road authority was immune from liability not only for failing to repair but also for failing to inspect a highway. This again removed liability for damage caused in situations similar to Mr X's incident.**

However, the Victorian Parliament again intervened and this law was repealed by the Road Management Act 2004 as at 1 January 2005. This legislation has removed the previous immunity rule and replaced it with other provisions. **This Act applies to any claim for damages resulting from negligence in relation to the performance or non-performance of a road management function regardless**

**of whether the claim is brought in tort, in contract, under statute or otherwise.**

Section 101 of the Act sets out a road authority's duty of care.

As far as CityLink's responsibility to remove litter is concerned, relevantly section 102 in Part 6 of this Act provides:

- "(1) Subject to this section, a road authority is not liable in any proceeding for damages, whether for breach of the statutory duty imposed by section 40 or for negligence, in respect of any alleged failure by the road authority—*
- a (a) to remove a hazard or to repair a defect or deterioration in road; or*
- (b) to give warning of a hazard, defect or deterioration in a road.*
- (2) Sub-section (1) does not apply if, at the time of the alleged failure, the road authority had actual knowledge of the particular risk the materialisation of which resulted in the harm.*
- (3) For the purposes of sub-section (2), the road authority is to be taken to have had actual knowledge of the particular risk if it is proven in the proceedings that the deterioration in the road had been reported in writing to the road authority under section 115.*
- (4) This section does not affect any liability of a road authority arising out of a breach of the duty to inspect a public road imposed by section 40."*

There is no evidence that CityLink had actual long term knowledge of the particular risk that caused the damage to Mr X's vehicle. The evidence before me is that there was a response within two minutes of a report of debris on the roadway about 10 minutes before Mr X's accident. The CityLink Incident Responder having been advised of the presence of the debris, had sought to find it whilst dealing with other vehicle breakdowns in the area. This was not an unreasonable approach in the circumstances as the Incident Responder had to balance out his responsibilities in the circumstances.

I am satisfied that the exceptions in subsections (2) and (3) to section 102(1) do not apply. Accordingly, at first instance, CityLink is not liable for the damage sustained by Mr X's vehicle by virtue of its failure to keep the road free of litter. There cannot be a reasonable expectation to keep a roadway clear of debris and the like at all times.

**However, consideration should be given to the meaning of subsection (4) and CityLink's responsibility to inspect the road.**

Accordingly, section 40 of the Act becomes relevant and it provides:

**“40. Statutory duty to inspect, maintain and repair public roads**

- (1) *Subject to Part 6, a road authority has a statutory duty to inspect, maintain and repair a public road-*
- (a) *to the standard specified in the road management plan for that public road or a specified class of public roads which includes that public road; or*
  - (b) *if paragraph (a) does not apply, to the standard specified in a policy in respect of that public road; or*
  - (c) *if no standard is specified for that public road or in relation to a particular matter, to a reasonable level having regard to the matters specified in paragraphs (a) to (e) of section 101(1).*

*Note: Section 101 sets out principles for determining whether there is a duty of care and if there is a duty of care, the standard of care.*

- (2) *The statutory duty imposed by sub-section (1) does not create a duty to upgrade a road or to maintain a road to a higher standard than the standard to which the road is constructed.*
- (3) *The statutory duty to inspect applies to any part of a public road which is-*
- (a) *a roadway;*
  - (b) *a pathway;*
  - (c) *a shoulder;*
  - (d) *road infrastructure.”*

This section read with section 102 imposes a duty of care on CityLink to inspect, manage and repair a public road but not to have the public road clear of all litter from the road at all times.

In order to assess CityLink’s obligation under subsection 102(4) it is necessary to examine section 103 which provides:

**“Policy defence**

*For the purposes of any proceeding to which this Division applies, an act or omission which is in accordance with a policy—*

- (a) *determined by the relevant road Minister under section 22 does not constitute a wrongful exercise or failure unless the policy is so unreasonable that no Minister in that Minister's position acting reasonably could have made that policy;*
- (b) *determined by the relevant road authority under section 39 does not constitute a wrongful exercise or failure unless the*

*policy is so unreasonable that no road authority in that road authority's position acting reasonably could have made that policy.*

*Note 1: One of the ways in which a road authority may determine a policy with respect to its road management functions is by a road management plan: see section 52.*

*Note 2: Section 27 enables a relevant Code of Practice to be used as evidence of the reasonableness of a road management plan.”*

CityLink, in this regard, has previously provided evidence to me that it did have a management plan in place through Translink Operations Limited, details of which are set out earlier in this Decision. Further, CityLink has advised in relation to the Translink Operations Limited operations and process at the time of Mr X's incident:

- *“14 July 2006 at 18:07 a report is received from a motorist regarding an apparent piece of steel in running lane 2 somewhere near Moreland Rd travelling away from City.*
- *At 18:09, the report was logged and an incident response vehicle was dispatched.*
- *At 18:11, the incident response vehicle surveyed the section of road reported to have contained the debris. The incident response vehicle operator was unable to locate any debris in the running lanes on first inspection. Report confirms that a further drive by would be undertaken.*
- *18.29, an incident was detected in the right hand emergency lane via CCTV adjacent to Moreland Rd exit. Translink Operations dispatched an incident response vehicle and arrived at the scene at 18:34.*
- *Translink Operations assessed the area confirming that debris was not present on the running lanes therefore they attended to the needs of the motorcyclist.*
- *At approximately 19:00 a tow truck was called for the motorcycle. At 19:25, pieces of wood debris were located in the right hand emergency lane near Moreland Rd exit in vicinity of Toll Point 1. Debris was collected and the incident report closed at 19:28.*
- *The incident report regarding the motorcyclist shows that the scene was cleared at 20:05.”*

## **Discussion**

*Was there a breach of the duty of care?*

CityLink's duty of care owed to Mr X is contained within the provisions of Division 6 section 2 of the Road Management Act 2005, as outlined above. This legislation provides that a road authority such as CityLink is not liable for damages caused by the failure to remove a hazard such as litter.

CityLink is required to have in place a management plan that will reduce the likelihood of such damage happening. Such a plan should ensure that a road authority has taken such care in all the circumstances that could be reasonably required to ensure that the relevant part of the public road was not dangerous for traffic.

CityLink has a management plan that related to the process of its contractor, Translink Operations Limited. This indicated a comprehensive inspection and maintenance procedure as required in the CityLink Operations and Maintenance Manual, which includes the regular inspection of CityLink for, and the removal of, debris. This clearly establishes in my view that it has complied with the provisions of section 103 of the Road Management Act 2004.

CityLink has provided details of the response from Translink Operations Limited in respect of this incident. This indicates there was a report of the presence of a piece of steel on the roadway at 18.07 on 14 July 2006. The report was logged at 18.09 and the incident response vehicle surveyed the area at 18.11 and did not find any debris. The Incident Responder advised Mr X that he had made a number of sweeps to detect the material before his accident but he did not detect it. Failure to detect the material is not negligence if reasonable steps are taken.

I am accordingly satisfied that CityLink as a road authority has not breached the duty of care that it owed at law to Mr X and is not in that sense liable for the damage done to his vehicle.

*Is CityLink different from any other responsible road authority?*

There is a perception that because CityLink is a privatised infrastructure asset and service, that the State, public and its users are entitled to have an operation, maintenance and safety system provided because of its tolling and that it is different from other responsible road authorities.

This is not reflected in the Road Management Act 2004, in any other legislation or under any agreement with the State. Significantly, Dixon J in *Buckle's case* went on to say that at common law no civil liability arose by reason of the road authority being a body corporate or being capable of being sued. Further, it was not liable even though the soil of the highway was vested in it by statute or the highway was under its management and control.

State Governments have entered into contracts with companies to construct and be responsible for the management of public roads under tolling arrangements as opposed to borrowing funds and using taxpayers' money to repay the loans. Such arrangements are not deemed under the law to impose greater liability upon them than other road authorities. Accordingly, CityLink's obligation to the users of its road is no greater than those of other responsible road authorities.

*Is this fair and reasonable?*

Leaving aside the provision of the Road Management Act 2004, CityLink cannot, like any road authority, be strictly liable for all damage done to vehicles travelling on its roads at any time. This would mean that it would virtually be required to guarantee that all vehicles that travel on its roads would not or could not suffer damage. This would be an impossible risk management situation and not one that could be reasonably expected of CityLink or any responsible road authority.

CityLink has an obligation to develop and maintain a road management plan that met reasonable requirements to ensure that the relevant part of the section of CityLink was not dangerous to traffic. It has done this in accordance with its duty of care and obligation under the legislation.

I note that in addition to its management plan, that CityLink has undertaken public campaigns in relation to the encouragement of vehicles to maintain loads in order to reduce the litter on its roads. (A copy of the press release is attached). This is a positive step that will further assist in the limitation of damage to the vehicles using its roads.

### **Decision**

The complaint is not upheld.

A handwritten signature in black ink, appearing to read 'M. Arnold', written in a cursive style.

**Michael Arnold**  
**Transurban Customer Ombudsman**

**Dated: 16 July 2007**

# MEDIA RELEASE



---

DATE **EMBARGOED**:

Thursday 26<sup>th</sup> May

---

## **LOCK DOWN THAT LOAD!**

CityLink and VicRoads have joined forces to tackle a highly dangerous issue that regularly causes traffic chaos and threatens motorists' safety on Victoria's roads.

The two organisations have come together to launch '*Lock Down That Load*', a driver awareness campaign aimed at professional carriers, tradesmen, farmers and any driver who uses a trailer to move house or take rubbish to the tip.

Citylink's road response teams say they could build a small flat, and then furnish it with the debris they collected from the toll road in 2004.

'In 12 months we collected enough wood, bricks, roof tiles, rocks and steel to build a home,' said CityLink's Senior Traffic Control Officer, Scott Cain.

'And we would have had plenty of tradesmen's tools plus 10 ladders for the job,' Mr Cain added.

He said the flat could have been comfortably furnished with other items falling off trucks, utes and roof racks including:

1 air conditioner, 1 bath, multiple pieces of carpet, 7 chairs, multiple cushions, 1 desk, 1 fridge  
3 mattresses and pillows, 1 set of pine drawers, 1 rug and 1 table.

CityLink CEO, Mr Brendan Bourke, said CityLink was regularly forced to close traffic lanes while response teams collected on-road debris and lost loads. Around 40 tonnes of debris is picked up from the 22 kilometres of CityLink road every month.

During 2004, CityLink lane closure times for debris collection were as short as one minute, and as long as 49 minutes.

'But the major concern is the danger falling loads represent to other vehicles and drivers on the road, and then the risk to staff who have to go into moving traffic to retrieve the debris,' Mr Bourke said.

---

Media Contact: Jane Calvert T: 03 9920 8788 M: 0417 306 575

# MEDIA RELEASE



---

DATE **EMBARGOED**:

Thursday 26<sup>th</sup> May

---

Manager of VicRoads Traffic Control Centre Keith Weegberg said several hundred incidents were reported last year where vehicles collided with debris that had fallen from another vehicle's load.

'While clearing debris comes at a cost to both VicRoads and CityLink, the community pays a significant cost in lane closures and delays due to congestion when there's a piece of debris on the road,' Mr Weegberg said.

'Under Victoria's Road Safety Regulations it is an offence to fail to secure a load,' Mr Weegberg said.

'Individuals can face fines of up to \$1,000 and corporations up to \$5,000 if they're travelling with unsecured or inappropriately secured loads.'

More than 150 penalty notices are issued by VicRoads each year, however Mr Weegberg emphasized this message is not about fines, but about raising awareness of the issue and making all roads across Victoria safer.

Statistics show December and January are the worst months for lane closures caused by debris, suggesting that holiday makers also have to hear this message.

If you are on CityLink and spot any debris, call **13 26 29**. On other roads across the state call VicRoads on **13 11 70** to report the incident.

100,000 'Lock Down That Load' stickers will be distributed through VicRoads, CityLink, the Transport Workers' Union and the Victorian Transport Association.

Ends.

---

Media Contact: Jane Calvert  
T: 03 9920 8788 M: 0417 306 575

CityLink Melbourne Limited  
ABN 65 070 810 678  
Locked Bag 28, South Melbourne

**Telephone** 9920 8788  
**Facsimile** 9920 8585  
[www.transurban.com.au](http://www.transurban.com.au)