

## 1. Interpretation

### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

**"Act"** means the Australian Postal Corporation Act 1989 (Cth) (as amended from time to time).

**"Australia Post I.D."** means an I.D and password to give the Customer access to Australia Post secure services.

**"Australia Post Terms and Conditions"** means the terms and conditions made under section 32 of the Act (as amended from time to time).

**"Click & Send"** – means an electronic lodgement option for sending e Parcels.

**"Container"** means a bag, tray, unit load device or other container supplied by Post for the purposes of this Agreement.

**"Customer"** means the person or entity identified as the customer in this Agreement, and includes any person or entity who:

- (a) lodges Parcels, or on whose behalf the Parcels are lodged, with Post for the provision of the Services under this Agreement; or
- (b) has or claims to have an interest of any kind in the Parcels lodged with Post for carriage under this Agreement.

and the person signing this Agreement shall be deemed to be, or be the authorised agent of, the Customer.

**"Delivery Choices"** – means an electronic lodgement option giving the Customer more choices for delivery via Australia Post Integrated Software (APIs) as specified in Clause 31.

**"Express eParcel"** means a Parcel lodged for carriage by the Express eParcel service in accordance with the Express eParcel service standards as published by Post, and to which an Express eParcel label has been affixed as specified by Post from time to time.

**"Manifest"** means an electronic or paper manifest prepared by the Customer of the details of Parcels lodged in a format approved by Post from time to time.

**"Minimum Quantity"** means the quantity specified in Attachment A.

**"eParcel Returns"** means eParcel Returns, Call for Returns and Express eParcel Returns as specified in Clause 30.

**"Parcel"** means an article prepared using eParcel software (or as otherwise approved by Post from time to time) that is lodged by the Customer with Post for carriage pursuant to this Agreement that weighs no more than 22 kilograms, is no more than 0.25 cubic metres in volume, does not have a linear dimension exceeding 105cm, has a girth of at least 16cm (for a cylindrical-shaped Parcel) or two dimensions that are each at least 5cm (for a box-shaped Parcel), and is not a standard postal article as defined in the Act.

**"Post"** means the Australian Postal Corporation.

**"Regular International Customer"** means a person approved by Post as such pursuant to the Air Navigation Regulations (Cth).

**"Service"** means the services provided by Post to the Customer as described under this Agreement, including but not limited to the acceptance, carriage, transportation, storage and/or delivery of the Parcels within Australia and internationally.

### 1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words and expressions in this Agreement have the same meaning given to them in the Act and in any Regulations or Australia Post Terms and Conditions;
- (b) a reference to a party includes its employees, agents, representatives and sub-contractors; and
- (c) the Attachments form part of this Agreement.

## 2. Term

This Agreement begins on the Commencement Date stated in this Agreement and remains in force until terminated in accordance with this Agreement.

## 3. Application of Agreement

This Agreement applies to the carriage by Post of Parcels that either originate from, or arise as a result of activities carried on by, the Customer. The Customer must not use or attempt to use the Service for Parcels that have been provided to the Customer by a third party or that are intended for carriage by any other service provided by Post.

## 4. Common carrier

Post is not and will not be liable as a common carrier. The Service provided under this Agreement is subject to the terms and conditions contained herein.

## 5. Service terms and conditions

### 5.1 Lodgement documentation

A duly completed Manifest must accompany all lodgements of Parcels. All parcels to postcodes where surface Parcels may be carried by air (as specified by Post from time to time) must bear a "No Dangerous Goods Declaration" with wording as specified by Post from time to time. Any Parcels not bearing such a declaration may be delayed or returned.

### 5.2 Discrepancies or lack of Manifest

5.2.1 If there is a discrepancy between the number and/or weights of the Parcels lodged and the number and/or weight(s) of the Parcels shown on the accompanying Manifest, Post may, at its discretion, either:

- (a) refuse to accept that lodgement until such time as an accurate Manifest is provided; or
- (b) accept the lodgement, and:
  - (i) charge the appropriate charge indicated in the current determination of postage charges made pursuant to section 32(1)(b) of the Act for all Parcels in the lodgement; and
  - (ii) charge such administrative fees specified in Attachment A for rectifying the discrepancy (**Administrative Fee**).

5.2.2 where a Manifest has not been provided, Post may at its discretion, either refuse to accept that lodgement until such time as an accurate Manifest is provided, or charge the missing Manifest fee set out in Attachment A (**Missing Manifest Fee**) for all Parcels in the lodgement. For the avoidance of doubt, the Administrative Fee and Missing Manifest Fee constitute Charges under Clause 6 and are subject to the same price variations as set out in Clause 6.2.

### 5.3 Preparation and sorting of Parcels

The Customer must ensure that all Parcels:

- (a) bear postage indicators and any sorting barcode in such form and manner as prescribed by Post from time to time;
- (b) bear a barcoded address label as supplied (or approved for use) by Post. The label should be applied to the opposite face to the largest flattest face of the Parcel so that, when the Parcel is placed on the largest flattest face (and is stable), the label is clearly visible on the opposite (top) face of the Parcel.
- (c) are sorted in sorting divisions as detailed in Attachment A or which may be updated and notified by Post from time to time. Post may increase the charges in Attachment A by 10% during any period that the Customer fails to comply with those sorting requirements. The parties agree that this increase is a reasonable pre-estimate of the additional costs that would be incurred by Post as a result of the Customer failing to comply with the sorting requirements.

### 5.4 Readability of labels or Manifest

Where the Customer supplies its own barcode address labels or Manifest for use with the Service, the Customer is responsible for maintaining readability of those labels and Manifests. If Post determines that a label or Manifest is unreadable, the Customer must, on receiving notification from Post, correct the unreadable label or Manifest (as the case may be). Post may suspend or cancel processing of the affected Parcel(s) the subject of the unreadable label or Manifest for delivery until Post receives a readable label or Manifest (as the case may be) from the Customer. Post is not liable for any delayed or incorrect delivery, or non-delivery, caused as a result of an unreadable label or Manifest.

### 5.5 Collection and lodging of Parcels

- (a) The Customer is responsible for lodging Parcels at the Lodgement Point(s) (or as otherwise agreed). Where agreed, Post will collect Parcels from the Customer from such locations and on such conditions as agreed from time to time.
- (b) Where the value of the postage payable for the Parcels collected from the Customer is less than the minimum postage value per collection specified in Attachment A, the Customer shall pay Post a collection fee equal to the difference between the minimum postage value and the value of the postage payable for the Parcels collected.

## 6. Postage

### 6.1 Postage and payment

- (a) Postage is payable in respect of Parcels in accordance with the charges specified in Attachment A (**Charges**).
- (b) The Customer agrees to pay Post the Charges no later than 14 days by electronic funds transfer, or 21 days by direct debit from the date

of issue of the tax invoice or adjustment note in the amounts set out therein, or upon the terms and conditions applicable to Post's charge account customers (as amended from time to time), or otherwise by cash or cheque at the time of lodgement for non-account customers.

- (c) Where by charge account, the Customer must apply for a charge account prior to using the Service, and the Charges will be debited to the Customer's charge account at least once each month during the term of this Agreement.

## **6.2 Price changes**

- (a) The Charges may be varied by Post:
- (i) on the anniversary of the Commencement Date; or
  - (ii) at any other time at Post's sole discretion.
- (b) The Customer will be given notice of the new Charges changed in accordance with this clause 6.2 at least 30 days beforehand, and the Customer may terminate this Agreement during that 30-day notice period by notice in writing to Post.

## **6.3 Suspension or cancellation of charge account**

If Post denies credit to the Customer, or the Customer's cheque payment is dishonoured, or for any reason the Customer's charge account has been suspended or cancelled, payment by cash shall be required at the time of lodgement and no Parcels will be accepted until any previous indebtedness incurred by the Customer is paid.

## **7. Required volume of business**

- (a) The Customer must lodge the Minimum Quantity of Parcels during each year of the term of this Agreement in consideration of Post charging the rates of postage specified in Attachment A.
- (b) If, at the end of each anniversary of this Agreement, the Customer has failed to lodge the Minimum Quantity required for that year, Post may, by notice in writing, require the Customer to pay (within 14 days of the date of receipt of the notice), in addition to the Charges payable pursuant to clause 6.1, an amount equal to 1.5% of the total Charges levied under this Agreement for each 10% shortfall (or part thereof) between the number of Parcels actually lodged for that year and the agreed Minimum Quantity for that year.
- (c) In the event of an industrial dispute or ban preventing the collection of Parcels by Post, the Customer, may at its expense and with prior written notification of Post, arrange for the carriage and lodgement of the Parcels other than in accordance with this Agreement. Where this occurs, the Minimum Quantity will be reduced by the number of Parcels that would otherwise have been carried by Post for the duration of the industrial dispute or ban.

## **8. GST**

### **8.1 GST inclusive**

All amounts payable under this Agreement are inclusive of GST (where applicable). Each party agrees that to the extent it makes taxable supplies under this Agreement, it shall issue a tax invoice to the other party.

### **8.2 Variation of GST rate**

If the GST rate changes and results in an increased GST liability for Post, Post can recover this amount from the Customer.

### **8.3 Supply becomes a taxable supply**

If a supply made under this Agreement is treated as not subject to GST but is, or becomes, a taxable supply, the supplier may charge and recover from the recipient in addition to any other consideration, an amount equivalent to the GST payable on that taxable supply. This clause survives the execution and delivery of this Agreement and the completion of the transactions contemplated by it.

### **8.4 Adjustments**

If, in relation to a supply made under this Agreement, an adjustment event occurs that gives rise to an adjustment, then the price of that supply (including any GST Amount) will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment. As a pre-condition to Post paying any amount to a supplier in respect of an adjustment, the supplier must issue a compliant adjustment note.

### **8.5 Non-monetary consideration**

Any non-monetary consideration given under this Agreement is GST-inclusive (unless otherwise specified). If non-monetary consideration is given for a taxable supply and the GST-inclusive market value of that consideration is not clearly identifiable, the parties must discuss and mutually agree on the GST-inclusive market value of that non-monetary consideration using GSTR 2001/6 as a guide.

### **8.6 Definitions**

Words or expressions used in this clause 8 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning.

## **9. Delivery conditions**

### **9.1 No liability for delay**

Deliveries of Parcels will be in accordance with the delivery timetable published by Post from time to time, however Post shall not be liable for any delay in collection, transportation or delivery of Parcels regardless of the cause of such delay.

### **9.2 Delivery provision**

Post will endeavour to deliver a Parcel to the physical address labelled on the Parcel. However, in certain areas where a full mail delivery service is not provided, Post will deliver to a roadside delivery box where it is large enough to contain the Parcel, or otherwise to the nearest post office.

### **9.3 Signature on delivery**

On delivery, Post will endeavour to obtain a signature from the person who received the Parcel at the address for delivery (unless the Customer has provided Post with a written instruction on the label that the Parcel can be left in a safe place when there is no one in attendance at the delivery address), and scan the barcoded address label. Failure to obtain a signature on delivery, or scan the barcoded address label, will not be a breach of this Agreement. If no one is at the delivery address to receive the Parcel, a card will be left by Post advising that the Parcel can be collected from the nearest post office. No signature is available for International Air Mail Parcels.

## **10. Sub-contractors**

### **10.1 Sub-contractors**

Post may sub-contract all or any of the Services to be performed hereunder to a sub-contractor or independent contractor at its sole discretion. Any clause of this Agreement which excludes or limits the liability of Post in respect of the provision of services extends to protect Post's employees, agents and sub-contractors and any servant or agent or the sub-contractor and any other person providing any of the Services to be performed pursuant to this Agreement. For the purposes of, and to give effect to, this clause:

- (a) Post will hold the benefit of these conditions for its employees and agents and for any sub-contractor and its employees; and
- (b) all such employees, agents and sub-contractors shall be deemed to be parties to this Agreement.

### **10.2 Method of carriage**

Carriage or storage of Parcels may be effected in any manner whatsoever Post will decide notwithstanding any instructions, expressed or implied, to the contrary by the Customer. Post reserves the right to deviate from the usual route of carriage where it is deemed necessary or desirable in the circumstances.

## **11. Customer obligations and acknowledgments**

### **11.1 Warranties**

The Customer warrants that:

- (a) in agreeing to these terms and conditions of carriage, it is or has the authority of or is the agent of, the person or persons owning or having any interest in the Parcels or any part thereof; and
- (b) it has complied with:
  - (i) all relevant State and Federal laws and regulations, relating to the consigning, labelling, packaging, carriage, storage and delivery of the Parcels; and
  - (ii) all applicable customs, import, export and other laws and regulations of all countries to, from, through or over which the Parcels may pass;
- (c) it is a Regular International Customer;
- (d) all information provided to Post (including, in particular, for the purposes of clause 11.2(a) whether orally, or set forth in this Agreement and any other documents, is accurate and complete.

### **11.2 Acknowledgments (only applicable to International Parcels)**

The Customer acknowledges that:

- (a) Post is authorised, but is under no obligation, to complete on the Customer's behalf any documents required to comply with the laws and regulations specified under clause 11.1(b), or to act as the Customer's forwarding agent for customs and export control purposes;
- (b) Post may abandon and/or release any Parcel consigned by the Customer to Post:
  - (i) which Post considers unacceptable;
  - (ii) where the Customer has not complied with clause 11.1;
  - (iii) which the Customer has undervalued for customs purposes or misdescribed, whether intentionally or otherwise;
  - (iv) upon which customs or duties are payable and the Parcel is refused by the addressee; or
  - (v) which is undeliverable to the addressee,

without incurring any liability whatsoever to the Customer and the Customer will indemnify Post against all claims, damages, fines and expenses arising therefrom.

## **12. Containers**

### **12.1 Provision of Containers**

Post may provide the Customer with Containers in good serviceable condition, the type and quantity to be determined by Post after timely consultation with the Customer as to their requirements.

### **12.2 Customer warranties**

The Customer will:

- (a) use the Containers only for the purposes of facilitating the carriage of Parcels;
- (b) ensure all Containers are kept secure when not in use and in good serviceable condition, and are not transported to, or removed from, the premises at which the Customer received those Containers unless by Post; and
- (c) return all Containers provided to the Customer to Post as required by Post, or at the expiration or termination of this Agreement.

### **12.3 Loss or damage to Containers**

If a Container is damaged, stolen or lost whilst in the possession or control of the Customer, howsoever caused, the Customer must pay to Post the repair or the replacement cost, as the case may be, of such Container.

## **13. Prohibited items**

The Customer is responsible for ensuring that Parcels do not contain any hazardous or prohibited material as detailed from time to time in the Australia Post Terms and Conditions, unless otherwise agreed in writing by Post on such terms or conditions as Post may require in its absolute discretion. For the avoidance of doubt, such prohibited contents include alcohol where possession or carriage of alcohol by post is prohibited by a law of the Commonwealth, a State or Territory.

## **14. Liability and indemnity**

### **14.1 Limitation of Liability**

Subject to clause 15, which is paramount, and subject to any application of the Transit Cover condition in clause 29, Post is not liable for any delay, loss, damage, cost or expense of any kind (whether direct or consequential) incurred by any person (including the Customer), whether based in tort (including negligence), contract, bailment or otherwise, that arises in whole or in part from, or in connection with, any services provided by Post under this Agreement or in any way arising out of Post being party to this Agreement.

### **14.2 Limitation of Liability – Warsaw Convention** (only applicable to International Parcels)

Notwithstanding anything in this Agreement, and subject to any application of the Transit Cover condition in clause 29, where the carriage of the Parcel involves an ultimate destination or stop in a country (other than the country of departure) and the Warsaw Convention is applicable by law to the carriage, then the carriage is subject to the rules relating to liability established by the Warsaw Convention (which, in most cases, limits the liability of Post in respect of loss or damage to the Parcels). The Warsaw Convention is set out in the Civil Aviation (Liability of Carriers) Act 1959 (Cth).

### **14.3 Indemnity**

The Customer releases Post from and indemnifies Post against any claim, demand, action or proceeding by any person in tort (including negligence), contract, bailment or otherwise for loss or damage to any property, injury to or death of any person, or any other loss or damage of any kind (whether direct or consequential) arising out of:

- (a) any acts or omissions of Post (including without limitation misdelivery, delayed delivery or failure to deliver) or in any way arising out of Post being a party to this Agreement; or
- (b) any breach by the Customer of its obligations under, or a representation or warranty made by it, in this Agreement.

## **15. Warranty**

Except as provided in this Agreement, Post expressly disclaims all conditions and warranties in respect of the carriage of the Parcels. If any condition or warranty is implied into these terms and conditions pursuant to any legislation (including, without limitation, the Competition and Consumer Act 2010 (Cth) and the legislation avoids or prohibits provision in a contract excluding or modifying the application of, or liability under such condition or warranty, the condition or warranty shall be deemed to be included in these terms and conditions, provided that Post's liability for breach of the condition or warranty shall, if the legislation so permits, be limited (at Post's option) to either resupplying the Service, or paying the cost of resupplying the Service, in respect of which the breach occurred and otherwise shall be limited to the maximum extent permitted by law.

## **16. Confidentiality**

The parties to this Agreement may not disclose to a third party any information of a commercial, operational or technical nature contained in or relating to this Agreement or any negotiations made prior to the entering into of this Agreement, unless written consent is obtained from the other party.

## **17. Application of postal legislation**

The Customer is deemed to have knowledge of the contents of the Act, the Regulations and the Australia Post Terms and Conditions, and their provisions apply to this Agreement unless, in the case of the Australia Post Terms and Conditions, excluded expressly or by necessary implication.

## **18. Force majeure**

Neither party will be liable to the other, nor in default under the terms of this Agreement, for failure to observe or perform any provision of this Agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by the party in question provided that the party relying on the provisions of this clause shall forthwith give to the other notice of its inability to observe or perform the provisions of this Agreement and the reasons therefore.

## **19. Termination**

### **19.1 Termination on default**

On any default set out under clause 19.2, the non-defaulting party may terminate this Agreement by giving notice to the defaulting party of that termination. The date of termination will be the date on which the defaulting party receives the notice or such other date expressly appearing in the notice.

### **19.2 Default**

Any of the following acts shall constitute default for the purposes of clause 19.1:

- (a) if either party fails to observe or perform any term, covenant or obligation contained in this Agreement and such default (in the case of a default which is remediable) is not remedied within 14 days after notice thereof has been given by the party alleging default;
- (b) if the Customer enters, or threatens or proposes to enter, into any form of insolvency administration, including a voluntary administration as referred to in the Corporations Act 2001 (Cth);
- (c) if the Customer passes a resolution or a court makes an order that the Customer shall be wound up; or
- (d) if a receiver or manager on behalf of a creditor shall be appointed to the Customer or if circumstances shall arise which entitle a court or a creditor to appoint a receiver or manager.

### **19.3 Termination without cause**

Without limiting clause 19.1, either Party may terminate this Agreement for any reason by giving the other Party not less than 30 days written notice.

### **19.4 Accrued rights and remedies**

Termination of this Agreement does not affect any accrued rights or remedies of a party. Upon the termination of this Agreement, the Customer shall pay to Post forthwith all amounts owing hereunder for the period to the date of termination.

## **20. Notice**

Notices under this Agreement may be delivered by hand, prepaid postage, by Registered Post, by email or by facsimile to the parties at its address set out in this Agreement. Notice will be deemed given:

- (a) in the case of hand delivery or Registered Post, on written acknowledgment of receipt by a duly authorised employee, agent or representative of the receiving party;
  - (b) in the case of prepaid postage three (3) days after deposit in the mail;
  - (c) in the case of facsimile, on completion of a successful transmission as evidenced by the transmission report; or
  - (d) in the case of email, on the date of the email;
- except that a facsimile or email received after 5.00 pm (local time of the receiving party) will be deemed to be given on the next business day.

## **21. Severance**

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

## **22. Variations**

With the exception of clause 6.2, this Agreement may only be varied or amended:

- (a) if agreed by both parties in writing and signed on their behalf; or
- (b) by Post giving the Customer notice of the variation or amendment at least 30 days beforehand.

## 23. Waiver

Waiver of any provision or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right, and is effective only as set out in the written waiver.

## 24. Whole agreement

This Agreement contains the whole of the agreement between the parties and any representation or warranty made by either party prior to the signing of this Agreement will have no force or effect unless otherwise stated here.

## 25. Governing law

This Agreement is governed by, and will be construed in accordance with, the law in force in State in which this Agreement is entered into, and the courts and registries of courts in that State have jurisdiction in the event of any dispute.

## 26. Assignment

This Agreement may not be assigned without the written consent of Post. Any change of ownership or change in the structure or control of the Customer will be deemed to be an assignment.

## 27. Arbitration

Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the parties will be submitted to arbitration in accordance with the laws of arbitration of the State in which this agreement is entered into.

## 28. Express eParcels

With respect to Express eParcels lodged under this Agreement, the following conditions apply:

- (a) delivery of an Express eParcel will be delivered within the next business day provided:
  - (i) both the lodgement point and the destination address of the Express eParcel are within the next business day delivery network as published by Post from time to time; and
  - (ii) the Customer lodges the Express eParcel in accordance with the conditions published by Post from time to time
- (b) , If Post does not deliver an Express eParcel lodged in accordance with those published conditions, within the next business day, Post will not be liable as detailed in Clause 14 of this Agreement.

## 29. Transit Cover service

For any Parcels lodged under this Agreement where the Customer elects Transit Cover, the following conditions apply:

- (a) the Customer must request at the time of lodgement for Transit Cover to apply to the Parcels lodged. The applicable charge for Transit Cover is set out in Attachment A.
- (b) on payment of the charge for Transit Cover for a Parcel lodged under this Agreement, and subject to clauses 29 (c) to 29 (l) below, Post agrees that if that Parcel is lost or damaged whilst being carried by Post, Post will repair or replace the Parcel, or compensate the Customer (or the person nominated by the Customer) for the Customer's actual loss up to the amount in respect of which the Customer has paid the fee charged by Post for the Transit Cover service (**Limit**) (which in all amount per Parcel specified in Attachment A).
- (c) Post's obligation under clause 29 (b) starts when the Parcel is received into Post's possession upon a receipt being given therefore, and terminates when the Parcel is delivered to the delivery address or, for Parcels that are carded or addressed to a post office box, when collected from the relevant post office. Delivery is deemed to occur when Post obtains a signature from the person who received the Parcel.
- (d) notwithstanding clause 29 (b), Post will not pay an amount exceeding the market value of the contents of the Parcel, the replacement value of the contents of the Parcel, or the amount of the Limit in respect of that Parcel, whichever is the lesser amount.
- (e) Post is not an insurer under this Agreement, and will not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including but not limited to lost profits or interest), or any claims by third parties, whether or not caused by Post's fault or neglect and whether or not Post had knowledge that such losses or damages might be incurred.
- (f) No monies are payable under this service for loss or damage relating to carriage of a Parcel:
  - (i) containing cash, gold, jewellery, precious stones, negotiable securities or fragile goods;
  - (ii) containing any other substance or thing the carriage of which is prohibited by or under the law of the Commonwealth, State or Territory, or under the Australia Post Terms and Conditions; or

- (iii) which, in Post's reasonable opinion, was not or could not be adequately or appropriately wrapped, packaged or prepared for carriage.

- (g) Post will not be liable for any amount claimed under this service if the loss or damage of the Parcel was not caused by, or did not result from, Post's fault or neglect, or was due to any act or cause beyond the control of Post including but not limited to natural disasters, acts of war or civil unrest.
- (h) If a Parcel has been lost and a payment has been made in respect of this loss and the Parcel is subsequently found by Post, Post may notify the person to whom the payment has been made and that person shall, on repayment of the payment within 30 days after receipt of that notice, be entitled to receive delivery of the Parcel.
- (i) Post will not be liable for any amount claimed under this service if the Customer does not notify Post in writing of the loss or damage:
  - (i) in respect of damage, within 7 days of the date of such delivery; or
  - (ii) in respect of loss, within 30 days of the date of collection of the Parcel by Post for delivery under the Agreement, and provide sufficient evidence as Post may require to substantiate the loss or damage.
- (j) If the loss or damage of the Parcel has been substantiated, and otherwise the conditions of this clause have been complied with, payment of compensation under clause 29 (b) will be made within 60 days of the date of notification under clause 29(i). However, no payment will be made until the Customer has paid all charges under this Agreement.
- (k) Upon receipt of a payment under this clause, the Customer releases and indemnifies Post from any action, matter, suit or claim arising directly or indirectly from the loss or damage to the Parcel.
- (l) For the avoidance of doubt, 'lost' means unable to be found or located after reasonable inquiries by Post.

## 30. eParcel Returns , Call for Returns and Express eParcel Returns

(a) Where the eParcel Returns service is required:

- (i) the Customer must provide Post with a return request using Post's online application.
- (ii) eParcel Returns can be sent to any domestic address. The name and address where the Parcel is to be returned must be included in the return request.
- (iii) a lodgement receipt is provided to the person lodging the Parcel at the Post retail outlet.
- (iv) where specified in Attachment A, the lodging customer will be supplied with the specified Australia Post packaging for the Parcel. Post will not be liable where the lodging customer refuses to use the specified packaging to return the Parcel, and will raise the charge regardless of whether or not the packaging is used.
- (v) the flat rate delivery charge as detailed in Attachment A will be raised for the Customer based on the first physical scan of each Parcel.
- (vi) the regular service standards apply to the eParcel Returns service as advertised from time to time , however Post shall not be liable for any delay in the transportation or delivery of the return Parcel regardless of the cause of that delay.

(b) In the case of eParcel Call For Returns:

- (i) these will only be enabled from those localities where a pick up service is provided (as defined by Post from time to time). For localities where a pick up service is not provided Post can provide an eParcel Returns service where the return parcel can be lodged at any Australia Post retail outlet at no charge to the person lodging it.
- (ii) the return request must include the address where the Parcel is to be collected, the contact details of the person from whom the Parcel is to be collected, and the number of Parcels to be collected at that address.
- (iii) Post will endeavour to collect a return Parcel within four business days of receipt of a return request from the Customer (where the request is received by 11.59pm EST on Day 0), but shall not be liable for any delay in collection, transportation or delivery of the return Parcel regardless of the cause of such delay.
- (iv) Post will only collect a return Parcel from the address specified in the request.
- (v) Where:
  - (a) a prior arrangement has been made between Post and the Customer for the return Parcel(s) to be left in a suitable safe and dry place, and on the day Post comes to collect the return Parcel it cannot be located at the designated place; or
  - (b) a prior arrangement has not been made between a Post and the Customer for the return Parcel(s) to be left in a suitable safe and dry place

and the premises are unattended at the time of the pick up attempt, this will be treated as a futile collection. In those circumstances Post will record a scan event as "unsuccessful pick-up", and notify the Customer of the futile collection attempt.

(vi) each return request is subject to a pick-up charge (per request) and a delivery charge (per Parcel).

(vii) the same pick-up charge will apply for the futile collection attempt as for a successful collection. No further attempts will be made to collect the return Parcel once a futile collection attempt has occurred. However the Customer can initiate a new return request for such return Parcel to be collected by Post and a new pick-up charge shall apply.

(viii) when collecting the return Parcel(s), Post will (acting as the agent of the Customer) affix a barcoded address label(s) to the return Parcel(s).

(ix) a receipt will be provided to the person at the pick-up address when the Parcel is picked-up;

(x) return Parcels will only be carried using Post's eParcel service, and the terms and conditions for that service (as specified in this Agreement) will apply to the eParcel Returns service.

of the Parcel by 250 (i.e. length x width x height x 250).

Cubic weight charges do not apply to international Parcels.

- g) The Registered Post or Cash on Delivery services specified in the Australia Post Terms and conditions are **not** available for Parcels lodged pursuant to this Agreement.
- h) The extra cover service in Schedule 1 of the Australia Post Terms and Conditions shall **not** apply to Parcels lodged under this agreement.
- i) Parcels must be placed in a container where required by Post. Total weight of a Container cannot exceed 600kg. The customer must declare the net weight of each loaded Container on the label accompanying that Container.

### 31. Delivery Choices

(a) Where Delivery Choices is selected as an offering by the Customer to its customers, the Customer must:

(i) register for an Australia Post I.D and this service offering;

(ii) ensure its customers have correct manifesting practices to ensure that the customers are provided with correct delivery dates and times from which to choose, based on accurate lodgement data and destination postcode availability;

(iii) choose an electronic lodgement only which is either eParcel or Click & Send;

(iv) provide its customers' email addresses and contact telephone numbers to Post. By doing so, the Customer warrants to Post that it has obtained any necessary consent from its customers and is otherwise acting in accordance with all applicable privacy legislation;

(v) ensure the Parcels are lodged and manifested on the same day; and

(vi) warrant to Post that the Delivery Choice instructions given to Post accurately reflect the options selected by its customers.

(b) Once the Customer is registered, the Customer will be able to offer its customers a delivery option to suit their needs. The following Delivery Choices will be available:

(i) Location - choose to receive deliveries at home or work, or have them sent to a convenient Post office for collection.

(ii) Day - primarily for deliveries to a home or work address, choose the days to receive deliveries.

(iii) Date - choose a specific date for delivery.

(iv) Time - choose to have deliveries made in the morning (AM) or afternoon (PM).

(v) Date embargo –the customer can elect for Parcel delivery not before a specific date. The embargo date must be within 14 days of manifest submission and Parcel lodgement.

(c) The fees applicable to use Delivery Choices are set out in Attachment A.

### 32. Special conditions

The parties agree to be bound by the following special conditions, and in the event of any inconsistencies between such special conditions and the remaining terms and conditions in this Agreement, these special conditions will prevail.

- a) The eParcel service can only be provided if the Customer complies with the hardware/software requirements set out by Australia Post.
- b) This Agreement comprises the application, these Terms and Conditions of Carriage, and the Table of Charges in Attachment A.
- c) All rates are as per normal card rates except as specified in Attachment A (or as otherwise changed in accordance with this Agreement except as otherwise notified from time to time). Any agreed rates which are not normal card rates will lapse if there are no lodgements for six consecutive weeks.
- d) All articles must bear a "Postage Paid-Australia" imprint.
- e) Articles over 16kg shall be clearly marked and assistance must be given by the Customer to Post to handle these.
- f) Unless specified otherwise, cubic weight charges apply to Parcels of a bulky nature where the parcel's physical weight is less than its cubic weight. Cubic weight (in kg) is calculated by multiplying the external dimensions (in metres)