

SCHEDULE 10B – INTERNATIONAL REGISTERED POST SERVICE TERMS AND CONDITIONS

(These terms and conditions are applicable to services provided to customers who have a written contract with Australia Post.)

1 Introduction

- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions and to the extent that any aspect of this special service is not expressly included herein, the Australia Post Terms and Conditions apply.
- 1.2 These special service terms and conditions apply when:
- 1.2.1 a customer has a contract with Australia Post for international postal services and that contract does not refer to the conditions referred to below;
 - 1.2.2 a customer makes an application to use the special service in a manner or form prescribed by Australia Post for that purpose;
 - 1.2.3 Australia Post accepts that application; and
 - 1.2.4 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the special service.

2 Interpretation

- 2.1 Except as where expressly defined, all words and phrases used in this Agreement shall have the same meaning if any, given to them in the *Australian Postal Corporation Act 1989* and in the Australia Post Terms and Conditions provided, however, that where there is any inconsistency the meaning shall be as defined in this Agreement to the extent of that inconsistency.
- 2.2 In these terms and conditions unless the contrary intention appears:
- 2.2.1 "**agreement**" means an agreement between Australia Post and a customer pursuant to clause 1.2.
 - 2.2.2 "**service**" means the Registered Post service for International Carriage which is a special service which provides a unique identification number for each article and a signature on delivery where, available in the country of destination.

3 Conditions of Service

- 3.1 An article may be carried by the international Registered Post service provided:
- 3.1.1 it is not addressed in pencil otherwise than indelibly;
 - 3.1.2 it is not directed to a fictitious name or to an addressee identified only by initials without also being directed to the care of a named addressee;
 - 3.1.3 the article:
 - (i) weighs no more than 2kg;
 - (ii) is enclosed in a cover that is in a sound condition and is securely bound or sealed; and

3.1.4 the appropriate postage has been paid, as determined by Australia Post.

4 Lodgement receipt and delivery signature

- 4.1 Where an article is lodged for carriage by the international Registered Post service:
- 4.1.1 an official receipt shall be supplied to the applicant if the article is lodged at an office counter; and
 - 4.1.2 Subject to the terms set out in schedule 30, a signature will be obtained from the person to whom the article is delivered.

5 Registered post articles in community bags

- 5.1 A postage prepaid international registered post envelope lodged in a community bag, shall be accepted for that carriage at the office at which the bag is delivered provided the article complies with the conditions of carriage of the service.

6 Registered post articles in locked and private mail bags

- 6.1 An article may be delivered through a locked bag service or a private mail bag service, and an article may be lodged for international Registered Post carriage through a private mail bag service.

7 Compensation

- 7.1 The international Registered Post service provides compensation for loss of, or damage to, the article in the sum of \$100 and the cost of this is included in the fee for the service.
- 7.2 The terms and conditions of the compensation referred to in clause 8.1 are those terms and conditions applying to the Extra Cover service provided by Australia Post (see Schedule 1).

8 Payment of Claim

- 8.1 Upon receipt of a valid claim, Australia Post will pay the claimant the amount required to be paid under the service together with a refund of the postage originally paid for carriage of the article, excluding any registered post fee.

9 Limitation of Liability Release and Indemnity

- 9.1 Subject to clauses 8.1 and 10.2, Australia Post shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, in relation to the provision of the service, or any other matter or thing relating to this Agreement.
- 9.2 To the extent permissible by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service and the carriage of articles pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of

Australia Post for breach of such condition or warranty shall be limited, where legally permissible, at the option of Australia Post, to one of the following:

9.2.1 supplying the service again; or

9.2.2 payment of the cost of having the service supplied again.

9.3 The customer shall release and indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service.

10 Force Majeure

10.1 Australia Post shall not be in default under the terms of this Agreement nor liable for failure to observe or perform in accordance with any provision of this Agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by it, including without limitation, war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of Governments or flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities. During the period of an incident or incidents of "Force Majeure" this Agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

11 Merger

11.1 All the rights, immunities and limitations of liability in this Agreement shall continue to have their full force and effect in all circumstances notwithstanding any breach of contract or of any conditions hereof by Australia Post.

12 Conditions of Carriage

12.1 This agreement shall not constitute or imply any agreement between Australia Post and the customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect of the carriage of any postal article. The *Australian Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post shall apply to the carriage of articles issued pursuant to the service except to the extent that they are inconsistent with this Agreement.

13 Law

13.1 This agreement is governed by, and shall be construed in accordance with the laws in force in the State of Victoria and the courts and registries of courts in that State shall have jurisdiction in the event of a dispute.