

## SCHEDULE 13 – POSTAGE PAID IMPRINT SERVICE TERMS AND CONDITIONS

### **1 Introduction**

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- 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 makes a written application to use the special service in or on a form prescribed by Australia Post for that purpose;
  - 1.2.2 Australia Post accepts that application; and
  - 1.2.3 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the special service.

### **2 Interpretation**

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- 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 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
  - 2.2.2 words importing a gender include any other gender; and
  - 2.2.3 words in the singular number include the plural and words in the plural number include the singular.
- 2.3 "**agreement**" means an agreement between Australia Post and a customer pursuant to clause 1.2.
- 2.4 "**service**" means the postage paid imprint service which is a special service that permits customers who make bulk lodgments of articles to obtain approval for the use of a postage paid imprint.

### **3 Conditions of Service**

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- 3.1 Australia Post may approve:
- 3.1.1 the use of an imprint by the customer;
  - 3.1.2 the form of the imprint;
  - 3.1.3 the wording of the imprint; and
  - 3.1.4 the colour of the imprint.
- 3.2 The postage paid imprint approved pursuant to clause 3.1 must:

- 3.2.1 have a rectangular border, one dimension which measures between 19mm and 26mm and the other between 25mm and 40mm; and
- 3.2.2 include the words "postage paid" followed by the word "Australia".
- 3.3 Provided however, that approval may be given to:
  - 3.3.1 omit the rectangular border; or
  - 3.3.2 include a personal design.
- 3.4 A personal design approved in accordance with clause 3.2.2 must not in the reasonable opinion of Australia Post resemble a postage stamp and the words "postage paid" must be prominently displayed.
- 3.5 A postage paid imprint approved in accordance with clause 3.1 to 3.4 must be placed in the top right hand corner of the address side of the article or of an adhesive address label affixed to the article and the article must have the return address of the customer imprinted thereon.
- 3.6 When Australia Post approves the use of a postage paid imprint on an adhesive label, it is a condition of such approval that the adhesive labels will only be affixed to articles by the customer or his employees or agents.
- 3.7 Any article affixed with a postage paid imprint in accordance with this clause shall only be lodged by the customer, or his employees or agents, handing it to an employee at an office approved by Australia Post for the lodgement of articles affixed with postage paid imprints.
- 3.8 If the customer is determined by Australia Post to be in contravention of these special service terms and conditions, Australia Post may, at its discretion, charge the customer for any amount Australia Post reasonably determines it is owed as a result of the customer's contravention of these special service terms and conditions.

#### **4 Termination**

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- 4.1 Australia Post may, in its sole and absolute discretion, terminate this Agreement and/or any approval granted to a customer to use the service, effective immediately, on written notice to the customer where:
  - 4.1.1 the customer breaches or otherwise acts in a manner contrary to the Act, Regulations, Australia Post Terms and Conditions, or other written instructions published by Australia Post from time to time; or
  - 4.1.2 the customer fails, refuses, neglects or otherwise omits to properly discharge and perform any of its obligations under this Agreement; or
  - 4.1.3 the customer fails, refuses, neglects or otherwise omits to remedy any breach of this Agreement as and when required to do so by Australia Post; or
  - 4.1.4 an insolvency event occurs in relation to the customer.
- 4.2 Australia Post may, without cause, in its sole and absolute discretion, terminate this Agreement and/or any approval granted to a customer to use the service on fourteen days written notice to the customer.

#### **5 Conditions of Carriage**

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- 5.1 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 to the carriage of any postal article. The *Australian*

*Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions made pursuant to the Act, 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 these service terms and conditions.

## **6 Limitation of Liability Release and Indemnity**

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- 6.1 Subject to clause 6.2 and Australia Post Terms and Conditions, 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, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Australia Post in relation to the provision of the service, or any other matter or thing relating to this Agreement.
- 6.2 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 letters 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, at the option of Australia Post, to any one or more of the following:
- 6.2.1 supplying the service again; or
- 6.2.2 payment of the cost of having the service supplied again.
- 6.3 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, or any other matter or thing arising as a result of this Agreement, including loss or damage arising from the negligent acts or omissions of Australia Post, pursuant to this Agreement.

## **7 Force Majeure**

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- 7.1 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.

## **8 Merger**

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- 8.1 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.

## **9 Variations**

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- 9.1 These terms and conditions may be varied or added to by Australia Post by notice in writing to the customer.

## **10 Notice**

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- 10.1 Any notice required to be served by or under these terms and conditions shall be sufficiently given to the customer if left at or sent by post addressed to the customer at its last known or usual place of address, and to Australia Post if sent by post to the appropriate State Administration at its current address.

## **11 Law**

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- 11.1 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.

## **12 Whole of Agreement**

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- 12.1 Subject to clause 1.1 this Agreement contains the whole of the agreement between the parties in relation to the special service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect unless otherwise stated herein.