

SCHEDULE 18D – INTERNATIONAL MONEY ORDER SERVICE TERMS AND CONDITIONS

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 An applicant makes an 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 Where the customer is a sender and 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 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.

"**customer**" includes a person for whom or to whom Australia Post provides the IMO service and includes a sender or payee of an IMO.

"**IMO**" means an International Money Order.

"**IMO Amount**" means the amount deposited by the Sender for an IMO, but does not include any fees and charges.

"**International Postal Administration**" means a participating postal administration operating outside of Australia.

"**payee**" and/or "**recipient**" means the person receiving an IMO.

"**sender**" means the person purchasing an IMO.

"**service**" means the IMO service which is a special service providing for international money transfer to and from Australia Post and selected International Postal Administrations.

"**Transaction Amount**" means the IMO Amount together with any fees and charges

"**Transfer Amount**" means the amount in the agreed currency sent to the payee.

3 Conditions of service

- 3.1 IMOs may be issued by Australia Post for payment by a participating International Postal Administration. IMOs may also be issued by a participating International Postal Administration for payment by Australia Post.
- 3.2 Within Australia, IMOs may be issued and paid for at such offices and during such hours as published by Australia Post.
- 3.3 Within Australia, an applicant for the issue or payment of an IMO is required to provide such information and complete such prescribed forms as Australia Post requests.
- 3.4 Applicants are responsible for ensuring all the information provided on any prescribed form is accurate and up to date. Australia Post will not be liable for any non or misdirected payment because of incorrect details provided by applicants.
- 3.5 A receipt, together with a copy of any prescribed forms, will be provided to the customer by Australia Post. The customer must retain these documents as proof of the transaction.
- 3.6 Once a receipt has been issued, the transaction is complete and cannot be stopped. The sender may only request cancellation on the terms specified at clause 7 of this Agreement.
- 3.7 The payee will be asked to confirm the amount of cash received at the outlet counter. Once confirmed, the amount will be deemed correct.
- 3.8 Australia Post and participating International Postal Administrations reserve the right to refuse to issue or pay an IMO or to suspend a person's use of the service at any time for any reason.

4 Payment of IMO

- 4.1 The sender determines the method by which an IMO is paid to the payee. Payment can be made in cash or, depending on the particular postal administration, direct into a nominated bank account. The payee cannot change the method chosen by the sender.
- 4.2 Within Australia, where the sender has nominated for the IMO to be paid as cash, the payee of an IMO may attend for payment at any office authorised by Australia Post to make IMO payments. Where the sender has nominated payment to a bank account, payment of the IMO will be made into the payee's account at a bank in Australia.
- 4.3 Outside Australia, the payee of an IMO may attend at the destination country's International Postal Administration to have the IMO paid out in cash. Where the sender has nominated payment to a bank account, payment of the IMO will be made directly into the payee's nominated bank account in the destination country.
- 4.4 IMOs are usually made available for payment to a payee within 48 hours of a sender lodging the prescribed forms. Actual availability will depend on a number of factors including the hours of operation of the relevant postal outlet and the relevant banking systems.

- 4.5 Australia Post and participating International Postal Administrations are not required to make special arrangements for cash to be available at an office in order to pay out an issued IMO. Payment in cash is subject to the availability of funds at the relevant postal outlet or International Postal Administration.
- 4.6 If in the reasonable opinion of Australia Post, the payment of an IMO would cause an office within Australia to be left with insufficient cash on hand for its usual operational requirements Australia Post may:
- 4.6.1 defer payment of the IMO until the office receives sufficient cash to enable payment; or
- 4.6.2 require the payee to present the IMO at another office.

5 Identification of Sender and Payee

- 5.1 Australian law requires Australia Post to conduct identity and verification checks on senders and payees of IMOs. Australia Post may also be restricted from doing business with certain individuals and countries. Australia Post reserves the right to request such identification as it requires for the purposes of identity verification checks.
- 5.2 Transactions may be subject to ongoing monitoring and customers may be required to provide additional identification or information to either make or receive payment of an IMO. Payment of IMOs may be delayed as a consequence.

6 Expiry of an IMO

- 6.1 IMOs are valid for a limited time period only (“Validity Period”). The Validity Period is usually 40 calendar days from the date of issue, but may change depending on the destination International Postal Administration.
- 6.2 If an IMO has not been collected by the payee within the Validity Period or is rejected for any other reason, it will be deemed expired, and will no longer be valid for payment.
- 6.3 If an IMO expires, the destination International Postal Administration or Australia Post, as the case may be, will notify the postal administration of origin of the expired IMO and will return the IMO Amount for reimbursement to the sender.
- 6.4 Where the sender purchased the IMO within Australia, Australia Post will notify the sender in writing (to the address provided by the sender on prescribed Australia Post forms) that the IMO has not been redeemed by the payee. The sender may choose to have the IMO Amount (less any applicable fees) reimbursed by cheque (drawn on an Australian bank) or transferred into a nominated bank account in Australia.

7 Cancellation of an IMO

- 7.1 Within Australia, a sender may request cancellation of an IMO by completing forms prescribed by Australia Post. To request a cancellation, the sender must provide Australia Post with the original receipt issued at the time of the IMO purchase, a copy of any prescribed forms required by Australia Post to be completed at the time of purchase and such identification as is required by Australia Post.
- 7.2 Australia Post reserves the right not to process a cancellation if any of the requirements at clause 7.1 above are not met.

- 7.3 If a request for cancellation is made, the postal administration of origin will submit the request to the destination postal administration.
- 7.3.1 If the IMO has already been paid to the payee, the request for cancellation will be unsuccessful.
- 7.3.2 If the v has not been paid to the payee and the destination postal administration is able to cancel the IMO, the IMO Amount will be returned to the Postal Administration of origin.
- 7.3.3 Where the IMO is returned to the Postal Administration of origin, the sender will then be reimbursed the IMO Amount (less any applicable fees).

8 Reimbursement of expired or cancelled IMOs

- 8.1 Where the sender purchased the IMO within Australia, the sender will be notified in writing of the return of an expired IMO at the address provided by the sender on any prescribed Australia Post forms completed at the time of purchase.
- 8.2 The sender will have the option to receive reimbursement of the IMO Amount for an expired or cancelled IMO by cheque or direct into a nominated Australian bank account.
- 8.3 If the sender chooses to receive the funds by cheque, the cheque will be sent in the name of the sender and to the address provided on any prescribed Australia Post forms completed at the time of purchase. The cheque will be drawn on an Australian bank.
- 8.4 If the sender chooses to have the funds paid directly to a nominated Australian bank account, the sender must provide Australia Post with their bank details.
- 8.5 An administration fee is applicable for reimbursement of an IMO. The fee will be deducted from the IMO Amount.
- 8.6 The sender is not entitled to any refund of Fees, charges or commission on foreign exchange for either expired or cancelled IMOs.

9 Fees and Commission

- 9.1 The sender will be charged a fee at the time of purchasing the IMO. A fee is also charged when an IMO is successfully cancelled, or reimbursed to the sender for any reason.
- 9.2 Fees are subject to change from time to time as determined by Australia Post. Local taxes and or other charges may be applied to the Transfer Amount in certain destination countries.
- 9.3 Australia Post may make a commission when money is exchanged into or from a foreign currency.
- 9.4 Australia Post accepts payment for the IMO and any applicable Fees and charges for this service in cash or by EFTPOS only.

10 Foreign Exchange Rates

- 10.1 Foreign exchange rates may change on a daily basis. Rates will be made available to the sender at the time of purchase and prior to the IMO being sent.

10.2 The sender will be asked to confirm (i) the amount in Australian dollars to be sent to the Receiver; or (ii) the amount in the applicable foreign currency to be sent.

11 Goods and Services Tax (GST)

11.1 Some fees may be subject to GST. The sender will be advised of any GST at the time of purchasing the IMO.

12 Liability

12.1 Subject to clause 13, Australia Post's maximum liability to a customer in relation to an IMO and their use of the IMO Service, including for any act or omission of Australia Post whether negligent or otherwise, shall be the Transaction Amount. In no circumstances will Australia Post be liable to a customer for any loss they may suffer which is caused by:

12.1.1 incorrect, out of date or unclear information provided by a customer;

12.1.2 any lack of telecommunications equipment or facilities or failure of information technology or telecommunications equipment;

12.1.3 any event outside of the reasonable control of Australia Post;

12.1.4 any action taken by Australia Post or another postal administration required by any government, state and local law and regulation or a court order.

12.1.5 any delay, non-payment or under payment of an IMO and its associated message whether caused by Australia Post negligence or for any other reason.

12.2 In no event will Australia Post be liable for:

12.2.1 any loss of profits, income, anticipated earnings, revenue; or

12.2.2 any indirect, special or consequential damages.

13 Exclusion of Warranties

13.1 Except as provided in these terms and conditions, Australia Post disclaims all conditions and warranties, express or implied, in respect of the provision of the IMO Service. If any condition or warranty is implied into these terms and conditions pursuant to any legislation (including without limitation the Trade Practices Act 1974 (Cth)) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such condition or warranty, the condition or warranty will be deemed to be included in this agreement, provided that the liability of Australia Post for breach of the condition or warranty shall, if the legislation permits, be limited (at Australia Post's option) to either re-supplying the services; or paying the cost of re-supplying of the services, in respect of which the breach occurred, and otherwise will be limited to the maximum extent permitted by law.

14 Third Parties

14.1 Nothing in these terms and conditions will confer on any third party any benefit or right to enforce any of these terms and conditions.

15 Force Majeure

15.1 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.

16 Merger

16.1 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.

17 Law

17.1 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.

18 Whole of Agreement

18.1 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.

19 Variation

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