

SCHEDULE 31 – INTERNATIONAL DELIVERY SERVICES

(These terms and conditions are not applicable to services provided to customers who have a written contract for parcel delivery services with Australia Post)

1 Introduction

- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions. 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 an application to use the special service in a manner or 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

- 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 this schedule, unless the contrary intention appears:
 - 2.2.1 **document** includes correspondence, papers and forms, but does not include photographs, calendars, diaries, books or magazines.
 - 2.2.2 **prohibited documents** means currency and securities or negotiable instruments payable to bearer.

3 Conditions of Service - International Economy

- 3.1 The International Economy service is available for:
 - 3.1.1 articles weighing a maximum of 2 kg where delivery is by air; or
 - 3.1.2 articles between 2 kg and 20 kg when delivery is by sea and overland.
- 3.2 Standard Letters and Large Letters sent using the International Economy service must:
 - 3.2.1 only contain documents;
 - 3.2.2 not exceed the dimensions, as set out in the Terms and Conditions for Standard Letters and Large Letters; and
 - 3.2.3 not contain prohibited documents.
- 3.3 Extra Cover is an optional feature that may be purchased with the International Economy service. Where requested, and the applicable fee is paid, the Extra

Cover feature will be provided subject to the terms and conditions of that service.

- 3.4 Signature on Delivery is an optional feature that may be purchased for articles sent using the International Economy service, other than for Standard Letters or Large Letters. Where requested and the applicable fee is paid, the Signature on Delivery feature will be provided subject to the terms and conditions of that service.

4 Conditions of Service - International Standard

- 4.1 The International Standard service is available for articles with a maximum weight of 20kg.
- 4.2 Where it is purchased, Australia Post packaging may only be used for articles up to the maximum weight stated on the packaging. Postage charges will apply in addition to the packaging and will be assessed based on the applicable destination.
- 4.3 Tracking and email tracking notifications are features included in the International Standard service and are provided subject to the terms and conditions of those services.
- 4.4 Extra Cover, Signature on Delivery and SMS tracking notifications are optional features that may be purchased with the International Standard service. Where requested and the applicable fee is paid, the Extra Cover, SMS tracking notifications and Signature on Delivery features will be provided subject to the terms and conditions of those services.

5 Conditions of Service - International Express

- 5.1 The International Express service is an EMS service and is available for articles with a maximum weight of 20kg.
- 5.2 Standard Letters and Large Letters sent using the International Express service must:
 - 5.2.1 only contain documents;
 - 5.2.2 not exceed the dimensions, as set out in the Terms and Conditions for Standard Letters and Large Letters; and
 - 5.2.3 not contain prohibited documents.
- 5.3 Where it is purchased, Australia Post packaging may only be used for articles up to the maximum weight stated on the packaging. Postage charges will apply in addition to the packaging and will be assessed based on the applicable destination.
- 5.4 Tracking (including SMS and email tracking notifications) and Signature on Delivery are features included in the International Express service and are provided subject to the terms and conditions of those services.
- 5.5 Extra Cover, is an optional feature that may be purchased with the International Express service. Where requested and the applicable fee is paid, the Extra Cover features will be provided subject to the terms and conditions of those services.

5.6 International Express - Delivery Guarantee

5.6.1 In conjunction with International Express, Australia Post may offer a delivery guarantee to the Sender, whereby Australia Post guarantees, for delivery to specified destinations, subject to this clause 5.6 and the [Australia Post Terms and Conditions](#) that:

- (i) where an International Express guaranteed article is lodged in Australia by the times specified by Australia Post, and delivery of the article is not made within the time specified by Australia Post for delivery to that destination; or
- (ii) Australia Post does not obtain the name of and/or a signature from the person to whom an International Express guaranteed article is delivered,

then subject to clauses 5.6.6 and 5.6.7, postage paid on the carriage of the article will be refunded to the person who paid it.

5.6.2 An article that is lodged for carriage by the International Express guaranteed service between places where either or both of which have not been specified in accordance with clause 5.6.1, shall receive priority handling throughout its carriage, but the consignor shall not (subject to any law to the contrary), be entitled to a refund of postage paid for failing to deliver the article within a specified time.

5.6.3 A Sender shall not be entitled to a refund of postage paid for a failure to deliver the article within a specified time where non-delivery or delivery outside the specified time has been caused by events beyond the control of Australia Post or its agents or subcontractors, including, without limitation, strikes, industrial disputes, labour unrest, natural disasters, Acts of God, floods, fires, weather conditions, war, civil unrest, customs/border clearance procedures, an incorrectly addressed article or the premises are unattended or there is no person present to whom the article can be delivered in accordance with these terms and conditions.

5.6.4 The Sender acknowledges that an article will only be entitled to the guarantee service for International Express in accordance with this clause 5.6 where;

- (i) the article is lodged at the counter of an office; or
- (ii) the article is handed to an agent of Australia Post authorised to accept the article; and
- (iii) the article is unsealed and the contents of which are able to be inspected and /or examined; and
- (iv) the article is addressed to a person other than at a Post Office.

5.6.5 A customer wishing to claim an entitlement under clause 5.6.1 must produce to an office the sender's copy of a copy of the receipt for the Service.

5.6.6 Australia Post is not liable for the guarantee under clause 5.6.1 unless:

- (i) The Sender has provided a telephone number at which Australia Post can contact the addressee;
- (ii) postage has been paid for the carriage of the article by the service;
- (iii) the article was lodged by the specified posting time in accordance with the specified lodgement conditions;
- (iv) the article is not excluded from guaranteed delivery by clause 5.6.2;

- (v) the failure to deliver the article within the specified time was not caused by events beyond the control of Australia Post as set out in clause 5.6.3; and
- (vi) the sender was not alerted to the possibility that the article might not be delivered as guaranteed by either:
 - a) a notice displayed at the office at which the article was lodged;
 - b) an officer or agent of Australia Post; or
 - c) such other public announcement or advertisement given to the public at large or to those members of the public potentially affected.

5.6.7 The provision of a refund of postage on an International Express guaranteed article shall not be in addition to any compensation which may otherwise have been payable under the Australia Post Terms and Conditions for lost or damaged articles.

6 Limitation of liability – Warsaw Convention

6.1 Where the article is not carried under a service governed by Universal Postal Union Regulations (i.e. the EMS service) and the carriage 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 Convention (which limits the liability of Australia Post in respect of loss or damage to the goods). The Convention is set out in the *Civil Aviation (Liability of Carriers) Act 1959 (Cth)*.

7 Limitation of liability – where Warsaw Convention does not apply

7.1 In relation to carriage to which the Warsaw Convention does not apply, Australia Post shall not be liable to the consignor nor to any other person, company or corporation for an amount exceeding \$A50 for any loss or damage whatsoever suffered, or that may be suffered, in relation to the provision of the services pursuant to this Agreement.