

## **SCHEDULE 14 – POST OFFICE BOX / BAG / COMMON BOX / ELECTRONIC NOTIFICATION 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 Condition. 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 in writing (or online through the customer's MyPost Account) 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 otherwise 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 this Agreement to the extent of that inconsistency.
- 2.2 "**Agreement**" means the agreement formed between Australia Post and a customer under clause 1.2.
- 2.3 "**application**" means an application submitted by a customer under clause 1.2.1 for use of the service.
- 2.4 "**bag**" means either a locked bag or a private bag, as the case may be, supplied and/or approved by Australia Post for use in the service;
- 2.5 "**box**" means a post office box supplied by Australia Post for use in the service;
- 2.6 "**Collection Notification**" means the electronic alert feature provided by Australia Post for the purpose of notifying a customer when an article is received for delivery that does not fit in the customer's nominated box.
- 2.7 "**common box**" refers to post office boxes which are located at GPOs, each having a common box number;
- 2.8 "**customer**" means a natural person, company or other business entity in whose name the application is made and an Agreement is formed to use the service. **Customer** includes their authorised transferee or assignee approved under clause 14;
- 2.9 "**Mail2Day**" means the electronic alert feature provided by Australia Post for the purpose of notifying a box holder when mail is received in a customer's box.
- 2.10 "**MyPost Account**" means an account registered in accordance with the MyPost Terms of Use available at <http://auspost.com.au/mypost-terms-of-use.html>.
- 2.11 "**nominated box**" means the box having a unique number at the relevant post office which is allocated to a customer once an application has been accepted under clause 1.2.2.

- 2.12 “**Notification Features**” means Mail2Day and Collection Notification.
- 2.13 “**Red Door Box**” means designated shared use lockers which may be provided by Australia Post alongside or in close proximity to banks of boxes, which are available for use by customers for the delivery of articles which are too large for delivery to a customer’s nominated box.
- 2.14 “**service**” and “**special service**” means the post office box, bag, common box or Red Door Box service which is a special service supplied by Australia Post for the purpose of mail delivery, and this defined term includes the Notification Features.
- 2.15 “**Signature on Delivery Article**” means articles for delivery to a customer where the sender has requested the use of Australia Post’s Signature on Delivery service as covered by Schedule 30 of the Australia Post terms and conditions, and includes registered post articles and articles for which such service is to be provided in the absence of specific request by the sender.
- 2.16 “**terms**” means these special terms and conditions which apply to the service.

### **3 Supply of the Service and Authorised Representatives**

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- 3.1 All boxes, bags, common boxes or Red Door Boxes are the property of Australia Post. Where an Agreement is formed, the customer is granted exclusive licence rights over the box, bag or common box nominated by Australia Post for the customer’s use in accordance with these terms.
- 3.2 Subject to the customer paying the applicable fees, the service will be provided until the first renewal date and thereafter for consecutive yearly periods, unless cancelled or terminated sooner in accordance with these terms.
- 3.3 Where these terms have been entered into by the customer’s authorised representative on behalf of the customer, the customer is responsible for promptly notifying Australia Post of any changes to such authorised representative. Australia Post can discontinue a representative’s access to the service if at any time Australia Post believes (on reasonable grounds) that person is no longer authorised by the customer.

### **4 Fees**

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- 4.1 Fees for use of the service shall be determined by Australia Post and are payable in advance.
- 4.2 Fees for use of the service will be charged pro-rata in the period until the first renewal date and a part of a month is charged as a full month.
- 4.3 Where a customer’s Agreement is cancelled under clause 16, the customer is entitled to a refund calculated on the remaining number of whole calendar months paid for, less a cancellation fee determined by Australia Post. A refund will not be payable where a customer’s Agreement is terminated by Australia Post under clause 17, or where the amount of the refund is equal to or less than the cancellation fee.

### **5 Conditions of Service**

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- 5.1 The customer shall comply with all the requirements of Australia Post for the service as published as well as any requirements on the application form.
- 5.2 If the customer wishes to apply for a box and/or manage a box using Australia Post’s online services, the customer must open and maintain a MyPost Account and comply with the applicable terms.

- 5.3 Subject to these terms, Notification Features are available to customers who provide a valid email address and submit a request for the relevant service feature in the form reasonably required by Australia Post. Notification Features are not available with either a common box, a locked bag or a private bag.
- 5.4 The Notification Features are provided at no additional charge. Australia Post reserves the right to temporarily suspend or permanently withdraw one or both of the Notification Features by reasonable notice in writing to the customer (except no notice need be given where such suspensions or withdrawal is for security reasons, suspected fraud or for operational reasons).
- 5.5 The customer can deactivate a Notification Feature at any time by submitting a request:
- 5.5.1 over the counter at the Post Office where their nominated box is located;
  - 5.5.2 online through the customer's MyPost Account; or
  - 5.5.3 by any other reasonably acceptable means as notified by Australia Post to the customer from time to time.
- 5.6 Without limiting clause 21.1.1, notices sent to the email address of the customer or its authorised representative, as the case may be, will be deemed to have been sent by Australia Post and received by the customer at the time the alert or notice is sent.

## **6 Box Keys**

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- 6.1 Box keys remain the property of Australia Post and may not be copied. Key cutting can be arranged only by Australia Post.
- 6.2 Box keys shall be immediately returned to Australia Post upon the cancellation, termination or expiration of this Agreement.

## **7 Delivery of Mail**

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- 7.1 All mail, addressed to a customer's street address, will be delivered as addressed, unless:
- 7.1.1 a mail redirection is in place for the street addressed mail; or
  - 7.1.2 Australia Post determines that it is appropriate in the interests of network management to deliver street addressed mail to the customer's nominated box or bag.
- 7.2 No fee applies to the redirection of mail from a street address to a post office box or bag for six months following the initial approval of the application.

## **8 Postal Address**

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- 8.1 The customer must show their postal address, including their box or bag number, prominently on letterheads, other appropriate stationery and in any advertising, preferably with the request that all mail be addressed to that postal address.

## **9 Locked Bag**

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- 9.1 Bags used for the locked bag service may only be purchased from Australia Post.
- 9.2 Prior to the commencement of the locked bag service the customer must provide to Australia Post a lock and key of a type approved by Australia Post for the purpose.

## **10 Private Bag**

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- 10.1 On application, a private bag address may be provided by Australia Post as a single point of delivery for use by a customer, or group of customers in remote areas of Australia.

## **11 Common Box**

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- 11.1 An applicant for a common box must maintain a common box at each of the GPOs in Australia. A common box must be linked to an Australia Post charge account.

## **12 Red Door Boxes**

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- 12.1 Australia Post may provide Red Door Boxes at certain of its Post Offices to complement the nominated boxes provided to customer under these terms.
- 12.2 Any articles which are too large for delivery to a customer's nominated box may instead be placed by Australia Post into a Red Door Box.
- 12.3 Where articles are delivered to a Red Door Box under clause 12.2, a key, key card or other secure code will be placed in the customer's nominated box, which opens the Red Door Box used by Australia Post.
- 12.4 After using the key, key card or other secure code to open the relevant Red Door Box and retrieving their article, the customer must return it to Australia Post in the manner instructed.
- 12.5 Customers remain responsible for the key, key card or other secure code provided under clause 12.3 until it is returned to Australia Post. If it is lost or destroyed, the customer may be required to reimburse Australia Post for all associated replacement costs.

## **13 Signature on Delivery Articles**

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- 13.1 Subject to clause 13.3, by default Australia Post will have the right to deliver to a customer's nominated box any articles for which the sender has requested Australia Post's Signature on Delivery Service without obtaining a signature. This includes any Signature on Delivery articles, which are delivered to a Red Door Box under clause 12.
- 13.2 Under the provisions of Schedule 30, the date, time and box number scan data obtained by Australia Post on its electronic equipment in relation to articles delivered under clause 13.1 is deemed to meet any Signature on Delivery requirements for articles addressed to a customer's box, bag or common bag.
- 13.3 Customers may change their preference for the delivery of Signature on Delivery articles addressed to their box at any time. Where a customer has advised Australia Post that they do not wish Signature on Delivery articles to be delivered to their nominated box without obtaining a signature, then all such articles will be delivered by Australia Post and a signature will be obtained in accordance with its usual delivery guidelines.

## **14 Transfer of Service**

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- 14.1 A customer may not transfer the right to use the service, or attempt to do so without the prior written consent of Australia Post.

## **15 Change of Address**

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- 15.1 The customer shall notify Australia Post in writing within seven days of any change of residential, business or electronic mail address and/or mobile phone number. This notice may be given by the customer through the customer's MyPost Account in addition to any of the methods described in clause 21.1.2.

## **16 Cancellation**

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- 16.1 The customer may cancel a service at any time upon seven days' notice in writing. Unless an application for the change of address or holding service is made, all mail addressed to the customer at their nominated box will be treated as undeliverable after the notice period. A fee applies for the change of address service.

## **17 Termination**

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- 17.1 Australia Post may terminate this Agreement at any time by giving written notice specifying the date of termination to the customer, if:
- 17.1.1 the customer fails to observe or perform any term, covenant or obligation contained in their Agreement;
  - 17.1.2 Australia Post has reason to believe that the customer has provided Australia Post inaccurate or misleading information at any time (including through use of a fictitious or assumed name);
  - 17.1.3 Australia Post has reason to believe the address on the application is not the customer's current residential, business or electronic mail address;
  - 17.1.4 the service is being used for a purpose other than the delivery of postage paid mail;
  - 17.1.5 the service is being used by a person or entity other than the customer;
  - 17.1.6 Australia Post has reason to believe that the customer, or a person known to the customer, intends to use, or is using the service in the furtherance of an offence or to prevent the detection of the offence or the offender;
  - 17.1.7 the customer regularly allows an accumulation of mail (other than large parcels) beyond the capacity of the box or bag and does not obtain or provide a larger or additional box or bag within 30 days of being requested by Australia Post; or
  - 17.1.8 Australia Post is notified of a dispute in relation to the delivery address for the customer.
- 17.2 Notwithstanding clause 17.1 Australia Post may terminate a customer's Agreement without cause upon 30 days' written notice.
- 17.3 Upon termination all undelivered mail will be deemed to be mail in dispute and/or undeliverable.

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

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- 18.1 Subject to clause 18.2, Australia Post shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, in relation to the provision of the service, or any other matter relating to their Agreement, other than any liability arising from any fraud or wilful misconduct by Australia Post.

- 18.2 To the extent permissible by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service and the delivery of articles under a customer's Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into a customer's Agreement, the liability of Australia Post for breach of such condition or warranty will be limited, where legally permissible, at the option of Australia Post, to one of the following:
- 18.2.1 supplying the service again; or
  - 18.2.2 payment of the cost of having the service supplied again.
- 18.3 The customer releases and indemnifies 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 other than any loss or damage arising from any fraud or wilful misconduct by Australia Post.

## **19 Force Majeure**

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- 19.1 Australia Post shall not be in default under these terms nor liable for failure to observe or perform in accordance with any provision of a customer's 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" a customer's Agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

## **20 Variation**

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- 20.1 These terms may be added to or varied by Australia Post by notice in writing to the customer or by mutual agreement between the parties.

## **21 Notice**

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- 21.1 Any notice required to be served by or under these terms shall be effectively given, without limitation:
- 21.1.1 to the customer, if left in the box or bag provided under a customer's Agreement or to an email address supplied by the customer; and
  - 21.1.2 to Australia Post, if addressed to the Manager responsible for the Post Office at which the customer's box or bag is located, and either sent to, or handed over the counter, at that Post Office.

## **22 Conditions of Carriage**

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- 22.1 The Australia Post Terms and Conditions apply to the carriage and delivery of postal articles.

## **23 Law**

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- 23.1 These terms and customer's Agreements are governed by, and will be construed in accordance with the laws in force in the State of Victoria and the courts in that State shall have jurisdiction in the event of a dispute.