

# **Local Pickup and Delivery Service - Terms of Use**

Last updated August 2025

In these Terms of Use, Australia Post is referred to as **we**, **us**, or **our** and the customer receiving the services is referred to as **you** or **your**. Other capitalised terms are defined at the end of the document.

We provide a Local Pickup and Delivery Service (LPU&D Service) which involves picking up items, to be lodged for delivery using our postal service, and/or delivery of items which have been carried by us in our postal service.

These LPU&D Terms of Use and the AP User Account Terms of Use (found <a href="here">here</a>) apply when you use the Local Pickup and Delivery Service.

The Australia Post General Terms and Conditions (found <a href="here">here</a>) apply to all items being carried using the LPU&D Service.

In relation to the LPU&D Service, we draw your attention to the following provisions of the Australia Post General Terms and Conditions: Section 2 ("what cannot be sent and your responsibilities"; please note you may be liable to us and may be required to indemnify us in certain circumstances); Section 3 ("cover for loss or damage"); Section 4 ("delivery & collection of mail and other postal services and requirements") and the Extra Cover Service Schedule. We recommend you read these sections and the Extra Cover service schedule carefully.

Where there's any inconsistency between these Terms of Use, the AP User Account Terms of Use, and the Australia Post General Terms and Conditions, these Terms of Use will take precedence.

# Registration for an AP User Account

- 1.1. You may be required to register for an AP User Account with Australia Post to use the LPU&D Service, and if so, you will be notified under clause 13.1.
- 1.2. Where you have an AP User Account, you must comply with the AP User Account Terms of Use, including the provision of accurate, complete and up-to-date information as required.
- 1.3. You are responsible for all activities that occur

through the use of your AP User Account by you or any person acting on your behalf. This includes any transactions that are made or processed while using the LPU&D Service.

# 2. Booking the LPU&D Service

- 2.1. The LPU&D Service can only be booked and purchased:
  - (a) through the LPU&D Website here,
  - (b) at Australia Post Facilities, or
  - (c) in the case of Australia Post contract customers, under the written agreement that we have with you.

# 3. Conditions applying to the LPU&D Service

- 3.1. The LPU&D Service comprises the following:
  - (a) the Pickup Service
  - (b) the Delivery Service
  - (c) the Combined Pickup and Delivery Service,
  - (d) Delivery Service with Pickup at the same time,
  - (e) The Ad Hoc Service, and
  - (f) or other services we may add and describe us on the LPU&D Website.
- 3.2. The LPU&D Service is widely available across Australia, and we will advise you if LPU&D Services aren't available in your location. We reserve the right to remove the availability of the LPU&D Services in particular locations or areas on 30 days' notice.
- 3.3. You must advise us which of the above services you wish to purchase using the booking forms we provide (either on the LPU&D Website or in hard copy).
- 3.4. You must comply with all LPU&D Requirements when using the LPU&D Service, whether contained in any Operational Materials or notified separately to you.

3.5.

(a) The LPU&D Service requested will be

- provided at the times notified to you, or as specified on the LPU&D Website or in the Operational Materials.
- (b) While we will use reasonable efforts to accommodate your timing requirements for pickups and deliveries, the time at which pickups and deliveries will be made is at our discretion. The timing is dependent on various factors, including the efficient scheduling of LPU&D services provided to other customers.
- 3.6. The LPU&D Service purchased by you is only available to your specified premises, and not to the premises of any third parties.
- 3.7. The LPU&D Service will only be available to you if your premises are readily accessible, free from obstacles and hazards, and any dogs are restrained. We reserve the right to refuse to provide the LPU&D Service from any premises which, in our reasonable view are unsafe, inaccessible or otherwise unsuitable.
- 3.8. We reserve the right to refuse to pickup or deliver any items which, in our reasonable opinion don't meet the LPU&D Requirements or where the items don't match the description which you have provided.
- 3.9. Unless agreed otherwise with you, the LPU&D Service is only available at premises where someone is in attendance. Where the Pickup Service is available for unattended items, your items must be left in the location as advised to us where they can be easily located. Where any Delivery Service is provided to premises which are unattended, items will only be left in a location that we believe is not in public view and not potentially exposed to the weather. If we reasonably believe that the location is unsuitable, we will attempt to redeliver on our next scheduled delivery. Any unattended items at your premises for pickup are left at your own risk.
- 3.10. Where the Pickup Service is provided, you must ensure your items are available to be collected on the day and during the time window which we have notified. Any items which aren't available won't generally be picked up until the next business day.

# **Permitted Items Only**

- 3.11. You must not consign any items which constitute or contain any Prohibited Items (including any Dangerous Goods).
- 3.12. You must not consign any Restricted Items unless they comply with the applicable conditions of carriage, including packaging, labelling and documentation requirements.
- 3.13. You must not consign an item which exceeds the Prescribed Weight and Dimensions.

#### **Postal Services**

- 3.14. Any items consigned using the LPU&D Service for delivery to an Australia Post Facility for lodgement into our postal network must comply with our requirements for the carriage of postal articles set out in the Australia Post General Terms and Conditions. It is your responsibility to ensure that the correct postage for your items has been paid and that your items are adequately packed.
- 3.15. For the purposes of any guidance provided by us about delivery times, items will be deemed to have been lodged when they have been delivered to the agreed Australia Post Facility.

#### Your obligations to notify

- 3.16. You must notify us at the time you request the LPU&D Services:
  - (a) of any material variation to the usual number of items for collection; and
  - (b) if the total value of the consignment is greater than \$100,000.
- 3.17. Any notification under clause 3.16 may result in us declining to provide the LPU&D Service at our discretion (acting reasonably) or additional Charges being payable.

### **Loading of Items**

3.18. Where you load items into our vehicle, you must do so in accordance with all relevant laws and such safety standards as we require or which may otherwise be applicable.

# **Subcontracting**

- 3.19. We reserve the right to:
  - (a) sub-contract all or any of the LPU&D Services to appropriately qualified sub-

contractors;

- (b) carry or store items in such a manner that we consider reasonably necessary; and
- (c) deviate from the usual route of carriage where we consider it reasonably necessary or desirable in the circumstances.
- Notwithstanding any subcontracting, we remain liable for the provision of the LPU&D Services in accordance with these Terms.

#### 4. Your Warranties

- 4.1. You warrant at the time of each pickup that:
  - (a) you have read, understood and complied with any applicable Operational Materials;
  - (b) you are or have the authority of the person or persons owning or having any interest in the items consigned;
  - (c) you have complied with all laws relating to the consigning, labelling, packaging, carriage, storage and delivery of the items;
  - (d) all information you provide to us whether oral, in writing or electronic, is accurate and complete; and
  - (e) all items consigned were prepared in secure premises by reliable persons and protected against interference during packing.
- 4.2. We may refuse to accept an item or a request for the LPU&D Service where:
  - (a) we reasonably consider that information relating to the request is illegible, incorrect, or ambiguous;
  - (b) payment is requested using an account with us (if this payment method is made available), and that account is inactive or you are in breach of any term that entitles us to suspend that account;
- 4.3. we have reasonable grounds to believe that your use of the LPU&D Service, or request for supply of a postal delivery service is, or could be, unlawful (in Australia or in another country through which your item may transit, or be

delivered.

### 5. Insurance

5.1. We neither offer nor arrange insurance for any damage, loss, or delay to any item. You acknowledge that the Charges have been agreed taking into account that we do not offer or arrange such insurance. You must arrange any insurance required for any item.

# 6. Charges and Payment

- 6.1. You must pay the Charges including the applicable GST, free of any deduction or set-off either at your Australia Post Facility or using an online payment channel approved by us.
- 6.2. Charges will be levied for scheduled LPU&D Services which haven't been cancelled in advance even if there are no pickups or deliveries on any given day.
- 6.3. By nominating or using one of the online payment channels we have approved, you authorise us to debit:
  - (a) your nominated account with us (where this payment method is available); or
  - (b) your nominated credit card.
- 6.4. We may vary the Charges at any time at our discretion by giving you reasonable notice of the changes under the provisions of clause 13.1.
- 6.5. In addition to the Charges, we reserve the right to charge any storage or re-delivery charges reasonably incurred and which aren't otherwise included in the LPU&D Service and the Charges.

#### 7. Exclusion of Warranties

- 7.1. While we use reasonable efforts to make the LPU&D Service available to you on a continuous basis and without interruption:
  - (a) To the maximum extent permitted by law, Australia Post disclaims and makes no representations, warranties or guarantees in relation to the availability, reliability, or security of the LPU&D Service.
  - (b) We are not liable to you if the LPU&D Service is unavailable for any Event Beyond Control or other reason beyond

- our reasonable control, including:
- negligent, malicious or wilful acts or omissions by third parties;
- ii) maintenance or repairs of the systems used in connection with the provision of the LPU&D Service carried out by us or any third party service provider; or
- iii) services provided by third parties becoming unavailable.
- 7.2. Nothing in these Terms of Use, including clauses 7.1 or 8.2, excludes, restricts, or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law, including any consumer guarantees under the Australian Consumer Law that cannot be lawfully excluded or limited (a Non-Excludable Condition).
- 7.3. Where permitted by law, we limit our liability for breach of a Non-Excludable Condition to either re-supplying the service, or paying the cost of re-supplying an equivalent service, or refunding the amount you have paid to us for the service in respect of which the breach occurred.

# 8. Limitation of Liability and Your Indemnity

- 8.1. Subject to clauses 8.2, and to the maximum extent permitted by law, Australia Post will not be responsible for or liable to you or any other person, whether in contract, tort (including negligence), bailment or otherwise, for any loss or damage suffered, or that may be suffered, as a result of any act or omission by or on behalf of Australia Post in relation to the use or performance of the LPU&D Service, including:
  - (a) losses arising from the unavailability of, or your inability to use the LPU&D Service,
  - (b) any business loss, loss of sales, profits, revenue, contracts, data or goodwill, or anticipated savings or wasted expenditure or any other indirect or consequential losses;
  - (c) any delay or failure to comply with our obligations under the LPU&D Terms of Use if the delay or failure arises from any Event Beyond Control.

- 8.2. Our exclusion of liability in clauses 8.1 will not apply to any loss suffered by you:
  - (a) as a result of any claim arising out of an injury to or the death of any person, to the extent that such loss was caused by our negligent act or omission; or
  - (b) to the extent that the loss was a direct result of our fraud, gross negligence, or wilful misconduct.

8.3.

- (a) Subject to clause 8.3(b), and to the maximum extent permitted by law, you indemnify us, and will keep us indemnified against any claim (including a third party claim) for any Indemnifiable Loss arising out of or in connection with any breach by you of your obligations under, or a representation or warranty made by you in, these LPU&D Terms of Use.
- (b) Your liability to us under clause 8.3(a) is reduced proportionally to the extent the loss was caused or contributed to by us.
- 8.4. Neither party will be in default under these Terms, or liable for failure to observe or perform its obligations under the LPU&D Terms of Use, where the default or failure is caused by an Event Beyond Control.

# 9. Termination & Suspension

- 9.1. With prior written notice given in accordance with clause 13.1 we may, without cause and at our discretion, suspend or terminate either your use of the LPU&D Service, or the service more broadly.
- 9.2. Where we cannot suspend or cancel a specific service once it has been initiated, all services commenced before any account suspension or termination will be completed by us.
- 9.3. To the extent permitted by the law, and subject to clause 7.2 and clause 8.2, we will not be liable to you for any loss, damage, cost or expense you may incur as a result of the suspension or termination of your use of the LPU&D Service, or the service generally.

9.4. You may, at any time, without cause, terminate your use of the LPU&D Service, by giving us notice. By terminating, you will cease to have access to the LPU&D Service. After you terminate the LPU&D Service, we will complete any incomplete services that were initiated prior to the termination, provided that no amounts are owing by you to us in respect of your use of the LPU&D Service, or any postal delivery services.

# 10. Use of Data and Privacy

10.1. You agree that we may use Data for the purposes of providing the LPU&D Services, product and service improvement, reporting, safety management, consumer analysis and other business purposes, including the provision of analysis & insight products and services on a commercial basis, provided always that where such Data is disclosed to a third party it will be in an aggregated, deidentified form.

# 10.2. You acknowledge that:

- (a) we collect personal information in order to complete your registration for the LPU&D Service, to provide the LPU&D Service, and to provide postal, delivery and other services and/or provide information as to how we can support you, and that, without this information, we will not be able to provide those services; and
- (b) we may share your personal information with certain third parties contracted to assist in the provision or administration of our services (which may include contracted service providers located outside Australia, including Japan and the United States).
- 10.3. Your personal information will be handled by us in accordance with Australia Post's Privacy Statement and will not be disclosed except as required or authorised by law, or in accordance with our Privacy Statement (here). Our Privacy Statement outlines how to access and/or correct your personal information or make a privacy related complaint. You may contact the Privacy Contact Officer, Australia Post, GPO

Box 1777, Melbourne VIC 3001 for any privacy related queries.

# 11. Intellectual property rights

11.1. All Intellectual Property Rights of any kind, whether registered or unregistered, relating to the LPU&D Service, the LPU&D Website and any works, images, designs, software or other material appearing on, or forming part of, the LPU&D Service or LPU&D Website, is the sole property of, and/or vests in Australia Post and its third party licensors. You must not reproduce or authorise the reproduction of any works, images, designs, software or other material appearing on, or forming part of, the LPU&D Service or LPU&D Website without our prior written approval.

#### 12. End of the World

12.1. In the event of bubonic plague, other virulent outbreak, pestilence, maelstrom, tectonic shift, meteor shower, or other cataclysmic event resulting in, or likely to result in the end of the world, there shall ensue a fight to the death, in which Australia Post will be aligned with the forces for good and the customer will be aligned with forces for evil. The victor shall be anointed with the oils of the forbidden fruits and will enjoy the spoils of victory, and the vanguished shall be cast into a pit of fire.

#### 13. General

- 13.1. Notices: We will generally communicate with you electronically, including by notifications published on your AP User Account, e-mail, SMS, by push notifications to the AP App, or by a combination of these methods. Where the notice contains something that materially affects your rights, we will generally provide you with 30 days' notice, although we reserve the right to provide you with a lesser period of notice as may be reasonable in the circumstances.
- 13.2. **Variation:** We reserve the right to revise and amend the LPU&D Terms of Use (or vary any service provided under them) as follows:
  - (a) if we, acting reasonably, consider that the change is likely to benefit you, or have a neutral or minor detrimental

impact on you, we may make any changes immediately without notifying you. We will publish the amended Terms of Use on the LPU&D Website; or

(b) if we, acting reasonably, consider that the change is likely to have a material impact on you or your rights, we will make the change after we have notified you in accordance with clause 13.1.

Your continued use of the LPU&D Services after we have notified you of an amendment will mean that you agree to that amendment. If you don't agree with an amendment, you may terminate this agreement in accordance with clause 10.4.

- 13.3. Governing Law: These Terms of Use are governed by, and interpreted in accordance with, the laws of the State of Victoria, Australia, and both of us submit to the jurisdiction of the courts of that State.
- 13.4. Assignment: You may not assign or transfer your rights under these Terms of Use, or attempt or purport to do so, without our prior written consent (which will not be unreasonably withheld).
- 13.5. **Severability**: If any provision, or part of a provision, of the LPU&D Terms of Use is found to be illegal or unenforceable, it will be severed from the LPU&D Terms of Use, and what is remaining will be construed as if that provision or part did not form part of the LPU&D Terms of Use, unless the provision or part to be severed constitutes a material and fundamental element of the agreement between the parties.

# 14. **Definitions**

Additional Charges means means any applicable fuel surcharge and any other ancillary charges, surcharges and fees applicable to the LPU&D Services as specified on the LPU&D Website or as may otherwise notified to you at the time of booking.

Ad Hoc Service means the provision of a Pickup or a Delivery Service on an ad hoc, non-recurring basis. The arrangements and timing of this will be notified to you or provided on the LUP&D Website.

AP App means the Australia Post application available for download and use on mobile phones and other devices (both iOS and Android), as modified or updated from time to time, and including any successor application that may be implemented to replace the AP App.

AP User Account means an online or digital account registered by a customer on the LPU&D Website or which has otherwise been opened by a customer (including on the MyPost Business Platform) and which is used for the purpose of purchasing and using the LPU&D Services.

**Australia Post, we, us** or **our** means the Australian Postal Corporation.

Australia Post Facility means those Post Offices, Australia Post Business Centres, Delivery Centres, Pickup & Delivery Centres and such other Australia Post facilities from which the LPU&D Services may be provided from time to time.

#### Australia Post General Terms and

Conditions means the Australia Post General Terms and Conditions applicable to our postal delivery services made under section 32(1)(b) of the Postal Corporation Act 1989 (as amended from time to time) which can be found here.

**Charges** means the fees and charges levied by Australia Post for use of the LPU&D Service and includes any applicable Additional Charges, as specified and updated on the LPU&D Website and which can be found <a href="https://example.com/here">here</a>.

Combined Pickup and Delivery Service means the performance of both the Pickup Service and Delivery Service on the same day at different times, on a scheduled basis, further details of which are provided on the LPU&D Website.

Consolidated Delivery means the consolidation of letter and parcel mail addressed to multiple points (typically PO Boxes), and delivery to a single mailroom address, on a scheduled basis, further details of which are provided on the LPU&D Website.

**Dangerous Goods** means means those goods which meet the criteria of one or more of the nine United Nations hazard classes as prescribed in the current Technical Instructions of the International Civil Aviation Organisation as reflected in the Dangerous Goods Regulations of the International Air Transport Association.

**Data** means information and data that you provide to us for the purpose of registering for and using the LPU&D Service (and any related postal service), and any other data that we may collect (whether as user generated information or user behaviour information).

**Delivery Service** means the collection of letters and parcels from a specified point (typically a PO Box) and delivery to your specified address, on either a scheduled or ad hoc basis.

Delivery Service with Pickup at the same time means the Pickup Service on the same visit as a scheduled Delivery Service if a delivery is required on that day.

Event Beyond Control means any event or circumstance which could not, with reasonable diligence, be controlled or prevented by a party, including (without limitation) war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of governments, flood, storm, tempest, power shortages or power failure, system outages or interruptions, or inability to obtain sufficient labour, raw materials, fuel or utilities.

**GST** has the same meaning as defined in section 195 of the A New Tax System (Goods and Services Tax) Act 1999.

**Indemnifiable Loss** means loss incurred by Australia Post in connection with any of the following:

- a) an injury to or death of any person;
- b) property damage;
- c) a third-party claim against Australia Post; and
- d) a claim that you or Australia Post have contravened any laws.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of

copyright, designs, circuit layouts, trademarks, know-how, trade secrets, confidential information, patents, inventions, domain names, trade names and discoveries (together with any application or right to apply for registration of any of the rights referred to in this paragraph).

**item, letter** and **parcel** are used in these Terms of Use to describe what we might carry for our customers (as those terms are used in the Australia Post General Terms and Conditions).

Local Pickup and Delivery Requirements or LPU&D Requirements means all requirements and instructions published or displayed on the LPU&D Website, including the Parcel and Freight Preparation Guide found here.

Local Pickup and Delivery Service or LPU&D Service means collectively (or individually) the Delivery Service, Pickup Service, Combined Pickup and Delivery Service, Consolidated Delivery Service, and the Delivery Service with Pickup at the same time.

**LPU&D Website** means the Local Pickup and Delivery web-page on the Australia Post website on which the LPU&D Services may be purchased and booked and which can be found here.

**Operational Materials** means any reasonable Australia Post operational requirements, including any site or facility specific operational requirements, advised to you from time to time.

Pickup Service means the collection of letters and parcels from your specified address for delivery to an Australia Post Facility to be lodged using the Australia Post postal service, on a scheduled or ad hoc basis.

**Postage Label** means a postage label designating the value, and payment, of postage for an Item or parcel consigned for delivery by Australia Post.

Prescribed Weight and Dimensions means means, in respect of an item, the following requirements (which we may vary in our sole discretion from time to time):

(a) a maximum weight of 22 kilograms; and

(b) a maximum size where the length of the greatest linear dimension of an item does not exceed 105cm and where the girth of an item does not exceed 140cm.

**Privacy Statement** means the Australia Post Privacy Statement (as amended from time to time) found here.

**Prohibited Items** are those items which are prohibited from carriage by post as defined in the Prohibited and Restricted Items List.

**Prohibited and Restricted Items List** means the list

of items which are either prohibited from carriage by post, or items which can only be carried by post subject to certain specific conditions (such as licensing, special packaging and declaration of contents), as described in the Prohibited and Restricted Items List and Packaging Guide which is found here.

**Restricted Items** are those items which can only be carried by post subject to certain specific conditions (such as licensing, special packaging, and declaration of contents) as defined in the Prohibited and Restricted Items List and Packaging Guide.