

## **SCHEDULE 5 –PRINT POST 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 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 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 where expressly defined, all capitalised words and phrases used in this Agreement shall have the same meaning given to them in Act or in the Australia Post Terms and Conditions provided 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 other grammatical forms of defined words or phrases have corresponding meanings
  - 2.2.2 a reference to one gender includes the other and
  - 2.2.3 the singular includes the plural and vice versa
- 2.3 "**Act**" means the Australian Postal Corporation Act 1989 (Cth) (as amended from time to time) and any regulations made under that Act;
- 2.4 "**Agreement**" means an agreement between Australia Post and a customer pursuant to Clause 1.2;
- 2.5 "**Article**" means a Publication together with any Supplements Lodged by the Customer with Australia Post for carriage under the Service (and includes the envelope, container or wrapper containing those items);
- 2.6 "**Customer** " means a Person controlling the editorial content, quantity and distribution of the publications approved for the Service, who from time to time is approved by Australia Post as a Customer of the Service and any permitted transferee in respect thereof;
- 2.7 "**Guide**" means the Print Post Service Guide, a publication issued by Australia Post that sets out the details and requirements of the Service (as amended from time to time);
- 2.8 "**Mailing Statement**"; means a written statement in a form prescribed by Australia Post and containing such details about Lodgement of Articles under this Agreement as Australia Post may require from time to time;

- 2.9 "**Publication**" includes a newspaper, magazine or catalogue that complies with the requirements set out in the guide and is approved by Australia Post for the Service;
- 2.10 "**Service**" means the Print Post Service which is a Special Service for Delivery of addressed and approved Publications throughout Australia;
- 2.11 "**Supplement**" means a supplement included with the Publication in an Article which complies with the requirements set out in the Guide.

### **3 Period of Service**

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- 3.1 This Agreement shall remain in force until cancelled by written notice from the Customer to Australia Post or terminated by Australia Post pursuant to these terms and conditions.

### **4 Warranty**

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- 4.1 The Customer warrants that it has completed a Print Post Publication Number Application form and the Publication has been approved by Australia Post for carriage under the Service and issued with a Print Post Publication Number and that Articles lodged pursuant to the Service will comply with any mailing conditions and any other written instruction advised by Australia Post to the Customer from time to time, and in particular such Articles (including any Supplements) shall:
- 4.1.1 comply with the shape, Weight, dimensional, bundling and presentation requirements set by Australia Post for Articles carried by the Service;
  - 4.1.2 be accompanied by an accurately completed mailing statement;
  - 4.1.3 comply with all relevant State and Federal laws and regulations, the Service requirements contained in the Guide and other directions issued by Australia Post regarding the Service; and
  - 4.1.4 be Lodged in minimum volumes of 100 Articles and at times agreed with or convenient to the Office of Lodgement.

### **5 Rates and Charges**

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- 5.1 The Customer shall pay to Australia Post the Postage rates and any fees for the carriage of Articles by the Service as determined by Australia Post.
- 5.2 The Customer acknowledges that where an Article is undeliverable and is returned to the Customer (or other person nominated in the return address), the Customer is liable for payment of the following Postage charges for the return:
- 5.2.1 for small letter sized Articles, the published Ordinary Small Letter prices will apply;
  - 5.2.2 for large letter sized Articles up to 500g, the published Ordinary Large Letter prices for a given Weight will apply; and
  - 5.2.3 for large letter sized Articles over 500g, the published Basic Charge (same state) for Regular Parcels over 500g will apply.

(Where a person other than the Customer is nominated in the return address and has separately agreed with Australia Post to pay the Customer's return charges, the Customer indemnifies Australia Post in respect of any failure by the other person to pay those charges.)

## **6 Termination**

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- 6.1 Where the Customer fails to observe or perform any of the terms, covenants or obligations contained in these terms and conditions, Australia Post may terminate this Agreement upon reasonable written notice to the Customer.
- 6.2 Australia Post may at its discretion and for any reason whatsoever terminate approval to use the Service upon 30 days' notice in writing to the Customer.
- 6.3 Notwithstanding revocation or termination of approval pursuant to Clause 6.1 or 6.2, the former Customer shall be liable to pay to Australia Post any Postage due pursuant to Clause 5.

## **7 Other Services**

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- 7.1 Subject to Clause 7.2, the Service is unavailable for use in conjunction with any other service offered by Australia Post.
- 7.2 The Customer may use the Reply Paid service in conjunction with the Service. The terms and conditions governing the use of the Reply Paid service shall apply to the Customer to the extent that such terms and conditions are not inconsistent with the terms and conditions contained herein.

## **8 Right of Inspection**

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- 8.1 Where so required, a person Lodging Articles for delivery by the Service shall permit Australia Post to open samples of a Lodgement, at the time of Lodgement, to ensure the contents are in accordance the requirements set out in Guide and any other written instructions advised by Australia Post to the Customer from time to time.

## **9 Variation**

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- 9.1 These terms and conditions may be waived, varied or added to by Australia Post giving reasonable notice in writing, or as agreed in writing by the parties.

## **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 General Manager, Mail Products, GPO Box 1777, MELBOURNE, VIC 3001.

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

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- 11.1 Subject to Clause 11.2 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.
- 11.2 To the extent permitted by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the Service and the carriage of articles 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, if legally permissible, to:
- 11.2.1 supplying the Service again; or
  - 11.2.2 payment of the cost of having the Service supplied again.
- 11.3 To the extent permitted by law, 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.

## **12 Force Majeure**

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- 12.1 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, flood, storm, tempest, power shortages or power failure, and 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.

## **13 Merger**

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- 13.1 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.

## **14 Conditions of Carriage**

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- 14.1 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 Act, and the Australia Post Terms and Conditions and other written instructions published by Australia Post shall apply to the carriage of Articles Lodged pursuant to the Service except to the extent that they are inconsistent with this Agreement.

## **15 Law**

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- 15.1 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.

## **16 Whole of Agreement**

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- 16.1 Subject to Clauses 1.1 and 14.1, this Agreement contains the whole of the agreement between the parties in relation to the Service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect.

## **17 Severance**

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- 17.1 Part or all of any term and condition of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement will continue in force.