

SCHEDULE 11 – CASH ON DELIVERY 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 a customer makes a written 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 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 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.
- 2.4 "**Service**" means the cash on delivery service which is a special service that provides customers with the means to collect charges for goods or postage (or both) from the addressee.

3 Conditions of Service

- 3.1 An article may be carried by the cash on delivery service if:
- 3.1.1 the article is not a standard letter or a parcel post satchel and is not required to be carried by the PreSort letter service or the local delivery mail service for letter mail or the Registered Post service;
 - (i) the contents of the article or parcel are being carried;
 - (ii) in execution of a bona fide order; or
 - (iii) to their owner; and
 - (iv) the sender completes and signs an approved form:
 - 1) detailing the amounts required to be paid before delivery; and

- 2) certifying that the contents of the article are not hazardous or otherwise prohibited from carriage by post under the Australia Post Terms and Conditions.
- 3.2 Articles lodged for carriage by the Cash on Delivery service will not be redirected to an overseas destination and may be deemed undeliverable and be returned to sender.

4 Extra Cover

- 4.1 The cash on delivery service provides compensation on the article in the sum of \$100 and the cost of this is included in the fee for the service. Additional compensation cover up to \$5,000 is available under the Extra Cover service.
- 4.2 The terms and conditions of the compensation, and additional compensation cover, referred to in clause 4.1 are those terms and conditions applying to the Extra Cover service provided by Australia Post.

5 Rates and Charges

- 5.1 A fee determined by Australia Post for the carriage of an article by the cash on delivery service is payable in addition to any postage otherwise payable on the article.

6 Payment

- 6.1 Subject to clause 6.3, the fee for carriage shall be paid before an article carried by the cash on delivery service is delivered to the addressee.
- 6.2 An article carried by the cash on delivery service shall not be opened or examined by the addressee or his agent before payment is made.
- 6.3 Where:
 - 6.3.1 the sender of a cash on delivery article makes a written application at the office at which the article was lodged, accompanied by the receipt given to him in respect of the article, for the delivery of the article to its addressee free of charges;
 - 6.3.2 the sender undertakes to pay the cost of any necessary telephone calls, or other communications in respect of his application; and
 - 6.3.3 the application is received at the office from which the article will be delivered before delivery, the article shall be delivered free of all charges.
- 6.4 Where the sender of a cash on delivery article makes a written application and pays a fee as determined by Australia Post at the office at which the article was lodged, accompanied by the receipt given to him in respect of the article, for the return of the article to him, the article shall be returned to him provided that the sender has paid to Australia Post any outstanding costs which may be due in respect of the article returned to him.

7 Refusal

- 7.1 A cash on delivery article that is refused by, or cannot be delivered to, its addressee shall be treated as an article undeliverable to its addressee provided however that a

cash on delivery article shall not be delivered to its sender unless the sender delivers to Australia Post a receipt completed in the required form.

8 Enquiries Concerning Cash on Delivery Articles

- 8.1 The sender of a cash on delivery article may make a written application and pay a fee as determined by Australia Post, for details concerning the delivery of the article and the payment of the charges on it. The fee may be refunded to the applicant if the enquiry to which the fee relates discloses an error or omission on the part of Australia Post.

9 Sender's Warranty

- 9.1 The sender warrants that the contents of the article are properly packaged in accordance with Australia Post Terms and Conditions.

10 Limitation of Liability Release and Indemnity

- 10.1 Subject to clause 10.2 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.
- 10.2 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 letters 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:
- 10.2.1 supplying the service again; or
 - 10.2.2 payment of the cost of having the service supplied again.
- 10.3 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.

11 Force Majeure

- 11.1 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.

12 Merger

- 12.1 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.

13 Conditions of Carriage

- 13.1 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 of the carriage of any postal article. The *Australian Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post shall apply to the carriage of articles issued pursuant to the service except to the extent that they are inconsistent with this agreement.

14 Law

- 14.1 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.

15 Whole of Agreement

- 15.1 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.