

SCHEDULE 15 – PRIVATE POST-BOX SERVICE 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;
 - 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 "**private post-box**" means a box erected by a person upon private property for lodgment of postal articles; and
- 2.5 "**service**" means the private post box service which is a special service whereby the customer who has a private post box installed within a building or other premises may have articles contained within the private post box collected by Australia Post for carriage by post.

3 Conditions of Service

- 3.1 Australia Post may approve clearance of articles from a private post-box on such days as Australia Post sees fit where in Australia Post's opinion clearance of the private post-box would not cause undue delay to the clearance of official Australia Post post-boxes.
- 3.2 A private post-box approved in accordance with clause 3.1 must clearly and legibly display next to each lodgement slot connected to the box the following notice:

- 3.2.1 This is a private post-box. Articles lodged in it will be carried by post but evidence of that lodgment cannot be used as evidence of service by post.
- 3.3 Where a private post-box was marked either in accordance with a regulation or a by-law under an enactment made before this Schedule came into effect, the provisions of clause 3.2 shall not, unless Australia Post otherwise directs, apply to that box.

4 Service Fee

- 4.1 Australia Post may charge a fee for the private post-box service which shall be payable annually in advance.

5 Cancellation of Service

- 5.1 A private post-box service may be cancelled at any time:
- 5.1.1 on the application of the person receiving the service;
 - 5.1.2 if a change in the scheduled clearance of official post boxes prevents clearance of the private post box without undue delay to official clearances;
 - 5.1.3 if the marking required by clause 3.2 is not legibly affixed to the private post box;
 - 5.1.4 if Australia Post's access to the private post box is obstructed during scheduled clearance periods; or
 - 5.1.5 if Australia Post has reason to believe that any person other than Australia Post is in possession of a key to the box.
- 5.2 Where a private post-box service is cancelled under clause 5.1.1 or 5.1.2, the person receiving the service is entitled to a refund of one twelfth of the charge paid for the service in respect of each full month for which the charge has been paid and before which the service has been cancelled.

6 Conditions of Carriage

- 6.1 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 *Australian Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions made pursuant to the Act, 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 these service terms and conditions.

7 Limitation of Liability Release and Indemnity

- 7.1 Subject to clause 7.2 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.

7.2 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:

7.2.1 supplying the service again; or

7.2.2 payment of the cost of having the service supplied again.

7.3 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.

8 Force Majeure

8.1 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.

9 Merger

9.1 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.

10 Variation

10.1 These service terms and conditions may be varied or added to by Australia Post by notice in writing to the customer.

11 Notice

11.1 Any notice required to be served by or under these service 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 the Manager, Sales at the appropriate State Administration at its current address.

12 Law

12.1 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 or courts in that State

shall have jurisdiction in the event of a dispute.

13 Whole of Agreement

13.1 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.