

SCHEDULE 16 – PRIVATE MAIL BAG 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; 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 Private Mail Bag Service, which is a special service available to customers who are beyond the areas served by postal delivery officers.

3 Conditions of service

- 3.1 Australia Post may approve a private mail bag service in accordance with this Agreement where the customer's premises is beyond the area in which articles are delivered by Australia Post.
- 3.2 Australia Post shall determine the office from which the service will be provided.

4 Cancellation of Service

- 4.1 The customer may cancel the service at any time upon seven days' notice in writing.
- 4.2 Australia Post may cancel the service if:

- 4.2.1 the person receiving the service commits any breach of the Act or the Australia Post Terms and Conditions or this Agreement; or
- 4.2.2 by reason of any change of any mail closing times, mail routes, location of offices or delivery areas, the service ceases to comply with the requirements set out in clause 3.

5 Charges

- 5.1 Charges for use of the service shall be determined by Australia Post and are payable in advance.
- 5.2 Charges will be calculated from the first day of the calendar month in which the service commences to the last day in the calendar month in which the service ends. Part of a month is charged as a full month.

6 Transfer of Service

- 6.1 A person receiving the service may transfer the service to another person occupying the premises in respect of which the service is provided if:
 - 6.1.1 that person is eligible to receive the service;
 - 6.1.2 both persons notify Australia Post in writing of the transfer; and
 - 6.1.3 the charge made by Australia Post in respect of such transfer is paid.
- 6.2 On transfer of the service:
 - 6.2.1 any entitlement to refunds in respect of the service; and
 - 6.2.2 any obligations of the transferor with respect of that service, shall be transferred to the transferee.

7 Refund of Charges

- 7.1 Subject to clause 7.2 a person receiving the service shall be entitled to a refund on cancellation pursuant to clause 4.1, calculated on the remaining number of whole calendar months paid for, less an administrative fee determined by Australia Post.
- 7.2 No refund shall be payable where the service is cancelled by Australia Post pursuant to clause 4.2.

8 Bags for Use in the Service

- 8.1 Bags required for use in the service may be purchased only from Australia Post.
- 8.2 Where the quantity of mail awaiting carriage by the service regularly exceeds the capacity of bags which the person has in use for that mail, Australia Post may require that person to make available additional bags and may cancel the service if that requirement is not complied with within 30 days.
- 8.3 If the person receiving the service requires the bags used in the service to be locked during carriage, he shall provide locks and keys of a type approved by Australia Post for the bag at his own cost and shall make a key for each lock available to the office from which the service is provided.

9 Labelling of Bags

- 9.1 Bags used in the service shall:
- 9.1.1 have marked upon them or on durable labels firmly attached to them, the name of the office from which the service is provided; and
 - 9.1.2 either the name of the person receiving the service or the address of the premises at which the service is received.

10 Duties of Persons Receiving the Service

- 10.1 The service shall not be provided jointly to several persons. However, any articles addressed to persons other than the person receiving the service may be carried by the service if:
- 10.1.1 the articles are addressed to the care of that person; or
 - 10.1.2 to the premises in respect to which the service is provided.
- 10.2 A person receiving the service and receiving articles addressed to other persons under clause 10.1 shall:
- 10.2.1 deliver articles carried through the service to the persons to whom they are directed;
 - 10.2.2 before delivering any postal articles on which any postage or cash is due, collect that postage or cash when so required by Australia Post;
 - 10.2.3 before delivering any signature service item, obtain a signature for it;
 - 10.2.4 before delivering any article requiring advice of receipt or delivery, obtain any necessary signature for the advice; and
 - 10.2.5 return to Australia Post all undeliverable articles, all forms of receipt and delivery of articles which he has received in the bag, and all missorted articles included in the bag.

11 Limitation of Liability Release and Indemnity

- 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 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:
- 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

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 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.

13 Merger

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 Variation

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

15 Notice

15.1 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 or address, and to Australia Post if sent by post to the appropriate State Administration at its current address.

16 Law

16.1 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

17 Whole of Agreement

17.1 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.