

## **SCHEDULE 18A – ORDINARY MONEY ORDER 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 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 an 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**

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- 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 Ordinary Money Order Service which is a special service provided by Australia Post for the transmission of money.

### **3 Conditions of Service**

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- 3.1 Money Orders may be issued by Australia Post for payment in Australia in accordance with this Agreement.
- 3.2 Money Orders may be issued at such offices or online via the Australia Post website and paid at such offices during such hours as published by Australia Post.
- 3.3 An applicant for the issue or payment of a money order is required to provide such information and complete such forms as Australia Post requests.
- 3.4 A money order issued by Australia Post for payment in Norfolk Island, the Territory of Cocos (Keeling) Islands or the Territory of Christmas Island is deemed to be an order issued for payment in Australia.

3.5 Money Orders will only be issued to applicants who are individuals.

#### **4 Requirements**

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- 4.1 Except where clause 4.4 applies, an applicant for a money order is not required to name the payee of the order or the office at which payment is to be made.
- 4.2 An applicant for a money order for \$1,000 or more must provide identification in the form of a current driver's licence, a valid passport or other government issued photo identification.
- 4.3 A money order will not be issued for an amount in excess of \$5,000.
- 4.4 An applicant for multiple money orders that in aggregate total \$10,000 or more must provide details of the payee(s), including name, address and date of birth.
- 4.5 Australia Post reserves the right to refuse to issue a money order for any reason.
- 4.6 Australia Post is not required to make special arrangements for cash to be available at an office in order to pay out an issued money order.
- 4.7 Any money order issued where the payee described on the money order is not an individual will be subject to the payment requirements in clause 6.1A.

#### **5 Crossed Money Orders**

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- 5.1 A person to whom a money order has been issued or any subsequent holder may cross it by drawing two traverse parallel lines on the front of the order.
- 5.2 When an order has been crossed payment of the order shall not be made unless person described on the money order as the payee, obtains payment of the money order by depositing it into that person's account at a bank in Australia.

#### **6 Payment of Orders**

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- 6.1 Subject to clause 6.1A, the holder of an uncrossed order may present it for payment at any office authorised by Australia Post to make money order payments or may obtain payment by depositing it into their account at a bank in Australia.
- 6.1A When an uncrossed money order has been issued for \$1000 or more, and where the person described on the money order as the payee is not an individual, that person must obtain payment of the money order by depositing it into that person's account at a bank in Australia. For the avoidance of doubt, a person who is not an individual includes but is not limited to, a body corporate, government body, partnership, trust, incorporated association, unincorporated association and registered co-operative.
- 6.2 When an uncrossed money order has been issued for more than \$20 but less than \$1000, it shall not be paid at an office unless in the case of an order in which the name of the payee has been inserted, the person presenting the money order:
  - 6.2.1 identifies himself as the payee by producing a current driver's licence, pension card or similar document in the payee's name and bearing the payee's signature or photograph; or
  - 6.2.2 produces a written authority to receive payment that has been signed by him and by the payee and provides evidence referred to in clause 6.2.1 of his identity as the person so authorised.

- 6.3 When an uncrossed money order has been issued for \$1000 or more, it shall not be paid at an office unless in the case of an order in which the name of the payee has been inserted
- 6.3.1 the person described on the money order as the payee is an individual; and
- 6.3.2 the person presenting the money order:
- (i) identifies himself as the payee by producing a current driver's licence, a valid passport or other government issued photo identification; or
  - (ii) produces a written authority to receive payment that has been signed by him and by the payee and provides evidence referred to in clause 6.3.1 of his identity as the person so authorised.
- 6.4 Subject to clause 6.1A, in the case of an order in which the name of the payee has not been inserted, the person presenting the order for payment must provide evidence that he is the person in whose name he signs the receipt for payment by providing identification in the form of a current driver's licence, a valid passport or other government issued photo identification.
- 6.5 A person seeking payment of a money order at an office may be required to give a receipt for that payment.
- 6.6 If in the reasonable opinion of Australia Post, the payment of the money order would cause an office to be left with insufficient cash on hand for its usual operational requirements Australia Post may:
- 6.6.1 defer payment of that order until the office receives sufficient cash to enable payment;
  - 6.6.2 require the payee to present that money order at another office;
  - 6.6.3 pay out that money order, by providing from that or another office of Australia Post, a cheque equivalent to the amount of that money order; or
  - 6.6.4 where Australia Post accepts deposits for customers of particular banks under a Bank at Post agreement and the payee has an account with one of those participating banks, pay the money order into the payee's account if instructed to do so by the payee.
- 6.7 A person who regularly presents numbers of money orders for payment at an office may be authorised by Australia Post to receive payment without providing evidence of identity, authority to receive payment or a receipt, if the person gives Australia Post a written undertaking, in a form approved by Australia Post, to repay the amount of any order on request.
- 6.8 Nothing in this clause requires Australia Post to pay a money order where, in the reasonable opinion of Australia Post, the money order has been damaged, defaced or apparently altered.

## **7 Stoppage, Amendment and Repayment of Orders**

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- 7.1 Where a money order has the name of a payee inserted in the order, the applicant to whom the order was issued may obtain payment of the order if he can produce the order and the counterfoil or barcode number issued with it to an office, or by written application to Australia Post for repayment if he can produce the order but not the counterfoil.

- 7.2 The applicant for payment may be required to indemnify Australia Post in respect of such payment and give an undertaking in a form approved by Australia Post to repay the amount of the order on request.

## **8 Time for payment**

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- 8.1 Payment of a money order will not be made after the expiration of 12 months after the last day of the month in which it was issued unless the person seeking payment has made special application in writing to Australia Post which is then approved by Australia Post.

## **9 Lost or destroyed Money Orders**

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- 9.1 Where a money order has been lost or destroyed, a person may apply to Australia Post in writing for the issue of a replacement order and must produce the counterfoil or the barcode issued with the order or give details of the serial number of the order or of the amount, date, office of issue and, where available, any payee's name inserted in the order at the time of issue or loss.
- 9.2 Where an applicant under clause 9.1 requires a replacement to be issued, he or she may be required by Australia Post to indemnify Australia Post in respect of such replacement and give a written undertaking in a form approved by Australia Post to repay the amount on request.

## **10 Advice When Order Paid**

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- 10.1 A person to whom a money order has been issued may apply in writing to Australia Post to be advised if payment has been made on the order and if so, where and when it was paid.

## **11 Rates and Charges**

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- 11.1 The customer shall pay the charges for provision of the services as determined by Australia Post.

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

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- 12.1 Subject to clause 12.2 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, in relation to the provision of the service, or any other matter or thing relating to this Agreement.
- 12.2 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:
- 12.2.1 supplying the service again; or
  - 12.2.2 payment of the cost of having the service supplied again.

12.3 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.

### **13 Force Majeure**

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13.1 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.

### **14 Merger**

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14.1 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.

### **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 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.