

SCHEDULE 18B – EXPRESS MONEY ORDER 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 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

- 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 Express Money Order Service which is a special service for electronic transmission of money.

3 Conditions of service

- 3.1 Express money orders may be issued by Australia Post for payment in Australia in accordance with this Agreement.
- 3.2 Express money orders may be issued and paid at such offices and at such hours as published by Australia Post.
- 3.3 An applicant for the issue or payment of an express money order is required to provide Australia Post such information and complete such forms as Australia Post requests. The applicant must provide Australia Post with the name of the payee.

- 3.4 For the purpose of this Agreement, a money order issued by Australia Post for payment in Norfolk Island, the Territory of Cocos (Keeling) Islands or the Territory of Christmas Island shall be deemed to be issued for payment in Australia.
- 3.5 An Express money order will not be issued for an amount in excess of \$10,000.
- 3.6 The carriage of an express money order will be in accordance with the service schedules approved and published by Australia Post.
- 3.7 Australia Post may in its absolute discretion refuse to issue an express money order for any reason including but not limited to, the likelihood of insufficient cash being available to pay out an express money order at the nominated office of payment.
- 3.8 Australia Post is not required to make special arrangements for cash to be available in an office in order to pay out an issued express money order.
- 3.9 Express money orders will only be issued to applicants who are individuals.
- 3.10 An applicant for multiple express money orders that in aggregate total \$10,000 or more must provide details of the payee(s), including name, address and date of birth.
- 3.11 Express money orders will not be issued (and the express money order service is not available) where the intended payee of the order is not an individual. For the avoidance of doubt, a payee 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.

4 Payment of Express Money Orders

- 4.1 Payment of an express money order that has been issued for more than \$100 will not be made at an office unless, in the case of express money order in which the name of the payee had been inserted, the person presenting the express money order for payment:
 - 4.1.1 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
 - 4.1.2 produces a written authority to receive payment that has been signed by him and by the payee and provides evidence referred to in clause 4.1.1 of his identity as the person so authorised.
- 4.2 Payment of an express money order that has been issued for \$1,000 or more will not be made at an office unless, in the case of express money order in which the name of the payee had been inserted, the person presenting the express money order for payment:
 - 4.2.1 identifies himself as the payee by producing a current driver's licence, a valid passport or other government issued photo identification; or
 - 4.2.2 produces a written authority to receive payment that has been signed by him and by the payee and provides evidence referred to in clause 4.2.1 of his identity as the person so authorised.
- 4.3 A person seeking payment of an express money order at an office may be required to give a receipt of that payment.
- 4.4 Australia Post is not required to pay out an express money order where, in the opinion of Australia Post, an office would be left with insufficient cash on hand taking into account its usual operational requirements, and may:

- 4.4.1 defer payment of the order until the office receives sufficient cash to enable payment;
 - 4.4.2 require the payee to present that express money order at another office;
 - 4.4.3 pay out that money order by providing from that or another office of Australia Post, a cheque equivalent to the amount of the express money order; or
 - 4.4.4 where Australia Post accepts deposits for customers of particular financial institutions under a Bank at Post agreement and the payee has an account with one of those participating financial institutions, pay the money order into the payee's account if instructed to do so by the payee.
- 4.5 Notwithstanding anything in this clause, 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.

5 Stoppage, amendment and repayment of orders

- 5.1 Where an applicant for an express money order wishes to obtain repayment of the order he may:
- 5.1.1 if he is able to produce the receipt issued to him when the order was issued and the order has not been transmitted from the office of issue, make application for repayment at that office; or
 - 5.1.2 if the order has been transmitted from the issuing office, make written application to the office nominated for payment, to stop the payment and return the order to the issuing office.
- 5.2 Where an applicant for an express money order wishes to have the name of the payee on the order, or the office in which the payment is to be available changed, he may:
- 5.2.1 if he is able to produce the receipt issued to him when the order was issued, apply at any office for the change to be advised to the nominated office of payment; or
 - 5.2.2 if he cannot produce a receipt, may make written application to Australia Post for the change to be made.
- 5.3 Where the person named as payee in an express money order wishes to have the office at which payment is available changed he may apply at any office to have the change made.
- 5.4 The applicant for an express money order may apply in writing to the office in which the order is to be paid for payment of the order to be stopped.
- 5.5 An application under this clause shall be complied with unless the order has been paid before the application was received at the paying office.
- 5.6 An application made under 5.1, 5.2, 5.3 or 5.4 made at the same time in respect of consecutively numbered orders directed to the same payee, shall be charged as a single application.

6 Time for payment

- 6.1 Payment of an Express Money Order shall 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 makes special application in writing to Australia Post.

7 Advice when order paid

- 7.1 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 on what date it was paid.

8 Rates and charges

- 8.1 The customer shall pay the charges for the service as determined by Australia Post.

9 Refund of charges

- 9.1 Where an express money order:
- 9.1.1 is not delivered within the time specified by Australia Post for that delivery; and
 - 9.1.2 the possibility of failure to deliver it within that time was not notified to the person who applied for the service,
- all charges paid in respect of this service shall be refunded to the person who paid for it.

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, 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.

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 Law

13.1 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.

14 Whole of Agreement

14.1 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.