

## SCHEDULE 18C – BULK 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 Bulk Money Order Service which is a special service for bulk purchase of ordinary money orders.

### 3 Conditions of service

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- 3.1 A person may apply to Australia Post for the bulk issue of money orders not being express money orders if:
- 3.1.1 the orders applied for are issued for payment in Australia;
  - 3.1.2 the number of money orders applied for is not less than 200 at any one time; and
  - 3.1.3 if multiple values, details have been supplied as a computer file in a format nominated by Australia Post.

- 3.2 Money orders issued under the bulk money order service shall be valid for payment for a period, to be notified to Australia Post at the time of the application, of not less than 3 months and not more than 12 months, commencing on their date of issue.
- 3.3 Money Orders may be issued by Australia Post for payment in Australia in accordance with this Agreement.
- 3.4 Money Orders may be issued and paid at such hours as published by Australia Post.
- 3.5 An applicant for the issue or payment of a money order should provide such information and complete such forms as Australia Post requires.
- 3.6 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 an order issued for payment in Australia.
- 3.7 The date of issue printed on an order shall be deemed to be the date of issue.

#### **4 Rates and charges**

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- 4.1 Australia Post may charge a fee for the issue of the bulk money orders at such rate as determined by Australia Post.

#### **5 Repayment of Bulk Money Orders**

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- 5.1 A person to whom a money order under the bulk money order service was issued shall, if payment of an order was not made during its validity period, be entitled to a refund of the amount of the order at the expiration of the validity period of the order.
- 5.2 A person shall not otherwise be entitled to repayment of the order, nor may the order be stopped or amended or revalidated.

#### **6 Application of Money Order Terms and Conditions**

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- 6.1 The terms and conditions applicable to the ordinary money order service shall apply to this service provided however in the event of an inconsistency the terms and conditions of this service shall prevail.

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

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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 of courts in that State shall have jurisdiction in the event of a dispute.

## **13 Whole of Agreement**

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- 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.