

SCHEDULE 27 – INTERNATIONAL PACK AND TRACK SERVICE TERMS AND CONDITIONS

1 Introduction

- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions 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 Pack and Track service for International Carriage which is a special service which provides a unique identification number for each article, a receipt for proof of posting for articles lodged over the counter with event tracking as available.

3 Conditions of Service

- 3.1 An article may be carried by the Pack and Track service provided:
- 3.1.1 it is not addressed in pencil otherwise than indelibly;
 - 3.1.2 it is not directed to a fictitious name or to an addressee identified only by initials without also being directed to the care of a named addressee;
 - 3.1.3 the contents of the article do not exceed \$500.00 (AUD) in value;

- 3.1.4 the article is lodged at a nominated Australia Post office counter as determined by Australia Post from time to time and not in an express post box or street posting box;
- 3.1.5 the article's destination is an approved destination specified by Australia Post, as amended from time to time; and
- 3.1.6 it complies with the provisions of clause 5.

4 Lodgement receipt

- 4.1 Where an article is lodged for carriage by the Pack and Track service an official postmarked receipt shall be supplied to the applicant when the article is lodged at an office counter.

5 Dangerous Goods

- 5.1 Where an article is, or may become, dangerous, noxious, inflammable, offensive in or any manner liable to cause injury or damage to any person or property, the customer shall ensure that a full description of the article in writing is given to Australia Post prior to the provision of services, disclosing the nature and value of the article and stating that the article is safely and adequately packed in view of such nature and the risks ordinarily associated with the carriage and storage of such article.
- 5.2 Australia Post reserves the right to refuse to carry such article in accordance with clause 3, but if, in its sole discretion, Australia Post decides to carry such article, then Australia Post may -
 - 5.2.1 require such article to be repacked to comply with requirements set out in the Australia Post Terms and Conditions;
 - 5.2.2 impose additional charges for the carriage of the article of the nature referred to in clause 5.1; and
 - 5.2.3 destroy, dispose of, abandon or render harmless without compensation to the customer any article which, in the opinion of Australia Post:
 - (i) are, or are liable to become during carriage, of a dangerous, inflammable, explosive, volatile, offensive or damaging nature; or
 - (ii) have not been declared and or packed in accordance with clause 5.1 or repacked in accordance with clause 5.2.1.

6 Pack and Track articles lodged for international carriage

- 6.1 A person may lodge with Australia Post an article to be carried by the international Pack and Track service, provided:
 - 6.1.1 the article is contained in a postage prepaid Pack and Track satchel up to a maximum mass of 1kg; or
 - 6.1.2 the article, if not contained in a postage prepaid Pack and Track satchel, and which;
 - (i) is up to a maximum mass of 2kg;
 - (ii) is enclosed in a cover that is in a sound condition;

- (iii) is securely bound or sealed; and
- (iv) does not bear the appearance of having been opened and resealed.

6.1.3 The postage payable on either a postage prepaid Pack and Track satchel or non prepaid Pack and Track article to a place outside Australia shall be as determined by Australia Post.

6.2 Postage prepaid Pack and Track satchels and non prepaid Pack and Track articles which do not comply with the conditions of the service shall only be carried at Australia Post's absolute discretion and an additional rate of postage as determined by Australia Post will be applicable to the carriage of the article.

7 Limitation of liability – general limitation

7.1 To the extent permitted by law including the Australian Consumer Law, Australia Post shall not be liable to any person for:

- 7.1.1 failure to observe or perform any or all of its services or any of the terms and conditions of this agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by Australia Post including without limitation, strikes, lock-outs, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure, war, sabotage, or inability to obtain sufficient labour, raw materials, fuel or utilities;
- 7.1.2 any consequential or special damage or other indirect loss howsoever arising, including but not limited to, loss of profits, interest, income, utility or loss of market opportunities;
- 7.1.3 any loss or damage caused by the act, default or omission of the customer, receiver or any other party including customs, government officials or any third party;
- 7.1.4 any electrical or magnetic injury, erasure or other such damage to electronic or photographic images or recordings in any form; or
- 7.1.5 any loss or damage caused by the nature of the article or any defect or characteristic thereof, whether inherent or otherwise.

8 Applicability

8.1 Any clause of this agreement which excludes or limits the liability of Australia Post in respect of the provision of services shall extend to protect Australia Post's employees, agents and sub-contractors and any or all of the services to be performed pursuant to this Agreement. For the purposes of, and to give effect to, this clause:

- 8.1.1 Australia Post shall hold the benefit of these conditions for its employees and agents and for any sub-contractor and its employees; and
- 8.1.2 all such employees and agents and sub-contractors shall be deemed to be parties to this Agreement.

9 Charges

- 9.1 The charges imposed by Australia Post for provision of the services shall be deemed to be payable at the time the article is delivered into the possession of Australia Post by the customer and whether the goods are delivered to the Consignee or not. The charges are refundable only at the sole discretion of Australia Post.

10 Delivery

- 10.1 Australia Post will endeavour to provide delivery in accordance with regular delivery schedules but shall not be liable for any delay in pick-up, transportation or delivery of article regardless of the cause of such delay.

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 Severance

- 12.1 All the terms and conditions of this Agreement shall be severable and no provision shall be affected by the invalidity of any provision except to the extent that such invalidity also renders such other provision invalid, and in the event of the invalidity of any provision this agreement shall be interpreted and enforced as if the invalid provision was not contained in this Agreement.

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 any dispute.

14 Competition and Consumer Act

- 14.1 Notwithstanding the above terms and conditions, the provisions of this Agreement shall be read subject to any implied terms, conditions or warranties imposed by the *Competition and Consumer Act 2010* (Cth) or any other applicable federal or state legislation. In addition, to the extent that such legislation permits a supplier to limit its liability for breach thereof, the liability of Australia Post is limited, if legally permissible, to the resupply of the service or the cost of resupplying the service.

15 Merger

- 15.1 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.

16 Whole of Agreement

- 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.