

Do not include on this form items for External Territories lodgement.  
Refer to the *External Territories – Supplementary lodgement form (8838499)*.

**Important: See Privacy Notice in the Election Promo Post Terms and Conditions attached.**

## Important:

One of these numbers must appear on all mail tags / labels with this lodgement

Your lodgement number  **Or** Your job number

**Please note: To be eligible for Election Promo Post prices, a minimum of 4,000 barcoded articles per lodgement is required. These items must:**

- be sorted into trays and correctly labelled.
- not contain a mix of payment streams, ie metered and postage paid imprint
- comply with the addressing and other conditions of the service.

**Lodgements will be accepted ONLY if official approval has been obtained from Australia Post. Refer to the Promo Post section of the *PreSort Letters service guide (8833700)*.**

Name of facility where lodging mail (from list of approved facilities)

## Mailing agent's details (if applicable)

Contact name  Telephone number

Company / business name

## Customer's details

Contact name  Telephone number

Department / section  Fax number

Email

Company / business name

Address   
 Postcode

## Payment details

Are these costs to be charged to your Australia Post Account?

No  Yes ▶ Account Number

Reference details for invoice

## Mail details

The main purpose of this promotional mailing must be to promote your political party or campaign.

Article size category: **Small** Up to 125g only

Regular delivery (A90)	Number of articles			Number of trays
	Same state	Other state	Total	
• Direct trays	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
• Residue trays	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
• Unbarcoded trays	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Total</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Priority delivery (C90)	Number of articles			Number of trays
	Same state	Other state	Total	
• Direct trays	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
• Residue trays	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
• Unbarcoded trays	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Total</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## Declaration

I hereby declare that:

- 1 I am (or, if I am an authorised agent, the customer is) a member of or have been nominated as a candidate for, the House of Representatives or the Senate in an Australian Federal Election and wish to lodge promotional articles relating to political or election campaign information, or member, party or policy information, intended to win favour of Australian constituents.
- 2 I have read and agree to the Election Promo Post Service Terms and Conditions.
- 3 All information contained on this document is to the best of my knowledge true and correct.
- 4 I confirm the content of the articles being lodged is promotional in nature.
- 5 I acknowledge Australia Post will have accepted this lodgement for carriage only when this form is correctly receipted and stamped provided that Australia Post reserves the right to inspect the lodgement to ensure that the mailing details are correct and the terms and conditions have been complied with.
- 6 I certify that the address details contained within this lodgement, including the DPID contained within the 4-state barcode, are current against the latest version of the Postal Address File (PAF) and have been checked using a current version of AMAS certified software.

Signature (Customer or Agent)  Date (DD/MM/YYYY)

Name (block capitals please)

## Australia Post use only

Received by  Time   
FAP220/221/225 number  Final check performed by



# Election Promo Post 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. The Australia Post Terms and Conditions, made pursuant to section 32(1)(b) of the *Australian Postal Corporation Act 1989*, are available for perusal at Post Offices and on the internet at [auspost.com.au](http://auspost.com.au).
- 1.2 These special service terms and conditions apply when:
- 1.2.1 a Customer makes a written application to use this 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 “**Customer**” means a person who from time to time is approved by Australia Post as a Customer of the Service and any permitted transferee in respect thereof;
- 2.5 “**Insolvency Event**” means for any corporation, the liquidation, administration, official management, compromise, arrangement, amalgamation, reconstruction, winding up or dissolution or analogous occurrence of that corporation, and for a natural person means an assignment for the benefit of creditors, an arrangement or composition with creditors, bankruptcy, incapacity to deal with one’s affairs, gaoling, death or analogous occurrence;
- 2.6 “**Presort Letter Service**” means the service described in Schedule 2 to the Australia Post Terms and Conditions.
- 2.7 “**Promotional Election Mail**” means promotional articles relating to political or election campaign information, or member, party or policy information, intended to win favour of constituents;
- 2.8 “**Mailing Conditions**” means the conditions set out in the PreSort Letters Guide, or equivalent publication published by Australia Post from time to time, in the section entitled ‘Promo Post’ (noting, however, that for this Election Promo Post Service: (1) the terms and conditions for the Service are those set out in this Agreement; (2) Articles for this Service must be lodged during business hours at an approved Promo Post lodgement facility; and (3) the Customer must, at the time of lodgement, request delivery via either the regular or priority timetable); and
- 2.9 “**Service**” means the Election Promo Post Service which is a special service available to persons nominated as candidates for, or members of, the House of Representatives or the Senate in an Australian Federal Election who wish to lodge Promotional Election Mail in accordance with the Mailing Conditions, for delivery according to either the regular or priority delivery timetable published by Australia Post from time to time, as nominated by the Customer, and providing the Customer with reduced postage rates.

## 3 Rates and Charges

- 3.1 The Customer shall pay to Australia Post the postal charges for the provision of the Service as determined by Australia Post.
- 3.2 The charges referred to in clause 3.1 shall be charged to the Customer’s Charge Account.
- 3.3 Notwithstanding any termination of this Agreement, a person shall remain liable to pay to Australia Post any charges, fees or postage due for Articles carried pursuant to these terms and conditions.

## 4 Customers Warranty

- 4.1 The Customer warrants and agrees that:
- 4.1.1 it has obtained the approval of Australia Post to use the Service at the approved lodgement point/s; and
  - 4.1.2 at Lodgement two unsealed samples of Election Promo Post Mail will be provided for inspection that are representative of the contents of the accompanying batch of Promotional Election Mail to ensure the sample and accompanying Promotional Election Mail satisfy the Mailing Conditions. Any samples provided to Australia Post will not be returned and may be destroyed; and
  - 4.1.3 all Promotional Election Mail complies with the requirements set out in the Mailing Conditions current as at the date of Lodgement of such Promotional Election Mail. Samples will not be returned and will be destroyed.
- 4.2 The Customer shall indemnify Australia Post against any loss or damage arising from a breach of any of the warranties in clause 4.1.

## 5 Discretionary Carriage and Lodgement

- 5.1 Australia Post may, in its sole and absolute discretion:
- 5.1.1 refuse to carry; or
  - 5.1.2 charge the Customer postage at ordinary post rates or Presort Letter Service rates (as applicable, including to reflect the Customer’s nomination of delivery via the regular or priority delivery timetable),
- in respect of Articles lodged contrary to clause 4.1 subject to the applicable Australia Post Terms and Conditions.
- 5.2 The Customer agrees that the Presort Letter Service terms and conditions will apply to an Article that is not Election Promo Post Mail but otherwise satisfies the requirements of the Presort Letter Service.
- 5.3 Australia Post may, in its sole and absolute discretion, direct a Customer to lodge Promotional Election Mail at any Australia Post lodgement facility.
- 5.4 Australia Post may refuse to carry any Article that contains text or an image which, in Australia Post’s reasonable opinion, does not meet current community standards or expectations of reasonableness, honesty and decency, or may cause offence to a reasonable person, or contains, or may contain, material that is defamatory or offensive. Provided Australia Post acts reasonably in exercising its rights under this clause, a Customer has no claim against Australia Post in respect of any refusal to supply the Service.

## 6 No Other Service

- 6.1 The Service cannot be used in conjunction with any other Australia Post services except as otherwise provided under a separate written agreement between a Customer and Australia Post.

## 7 Right of inspection

Where so required, a person Lodging Promotional Election Mail for delivery by the Service shall permit Australia Post to open Articles of a Lodgement, at the time of Lodgement, to ensure the contents are in accordance with any Mailing Conditions and any other written instructions advised by Australia Post to the Customer from time to time.

## 8 Assignment

- 8.1 This Agreement shall not be transferred without the prior written consent of Australia Post. Any purported transfer without such consent shall be void and of no effect.
- 8.2 Where the Customer, being a partnership, is reconstituted by the retirement or addition of partners, the reconstituted partnership is deemed to be the Customer.

## 9 Limitation of Liability Release and Indemnity

- 9.1 Subject to clause 9.2 and the 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.
- 9.2 To the maximum extent permitted by law (including the Competition and Consumer Act 2010 (Cth)), we expressly disclaim all guarantees, conditions and warranties, express or implied, in respect of our supply of any Services. If any guarantee, condition or warranty is implied into this agreement pursuant to any legislation (including without limitation the Competition and Consumer Act 2010 (Cth)) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such guarantee, condition or warranty, the guarantee, condition or warranty shall be deemed to be included in this agreement, provided that, where it is fair and reasonable to do so, our liability for breach of the guarantee, condition or warranty shall, if the legislation permits, be limited (at our option) to any one or more of the following:
- (a) in the case of goods, to:
    - (i) replacing the goods; or
    - (ii) supplying equivalent goods; or
    - (iii) repairing the goods; or
    - (iv) paying the cost of replacing the goods or acquiring equivalent goods, or paying the cost of having the goods repaired; and
  - (b) in the case of services, to:
    - (i) re-supplying the service; or
    - (ii) paying the cost of re-supplying the service,
- in respect of which the breach occurred, and otherwise shall be limited to the maximum extent permitted by law.
- 9.3 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.

## 10 Force Majeure

- 10.1 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.

## 11 Merger

- 11.1 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.

## 12 Termination

- 12.1 Australia Post may, in its sole and absolute discretion, terminate this Agreement and/or any approval granted to a Customer to use the Service, effective immediately, on written notice to the Customer where:
- 12.1.1 the Customer breaches or otherwise acts in a manner contrary to the Act, Regulations, Australia Post Terms and Conditions, Mailing Conditions or other written instructions published by Australia Post;
  - 12.1.2 the Customer fails, refuses, neglects or otherwise omits to properly discharge and perform any of its obligations under this Agreement;
  - 12.1.3 the Customer fails, refuses, neglects or otherwise omits to remedy any breach of this Agreement as and when required to do so by Australia Post; or
  - 12.1.4 an insolvency event occurs in relation to the Customer.
- 12.2 Australia Post may, without cause, in its sole and absolute discretion, terminate this Agreement and/or any approval granted to a Customer to use the service on fourteen days written notice to the Customer.
- 12.3 If Australia Post terminates this Agreement pursuant to clause 12.1.1, then it may refuse future availability of this Service to the Customer.

## 13 Variation

- 13.1 These terms and conditions may be varied or added to from time to time by Australia Post giving reasonable notice in writing, or as agreed in writing by the parties.

## 14 Notice

- 14.1 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 of address and to Australia Post if sent by post to the appropriate State Administration at its current address.

## 15 Conditions of Carriage

- 15.1 This Agreement shall not constitute or imply any agreement between Australia Post and the Customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect of the carriage of any postal Article. The Australian Postal Corporation Act 1989, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post from time to time shall apply to the carriage of Articles issued pursuant to the Service except to the extent that they are inconsistent with this Agreement.

## 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 jurisdiction in the event of a dispute.

## 17 Whole 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.

## 18 Severance

- 18.1 Part or all of any term and condition of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement will continue in force.

## Privacy notice

Your personal information is collected only to enable us to provide you with the products / services you wish us to provide. The products / services may not be able to be provided without this information. You may request access to your personal information while it is stored by us and we will assess your request in accordance with the law. We will give you reasons where we deny access. Call 13 11 18 to contact us.