

Australia Post On Demand Terms and Conditions

Important things you should know.

We draw your attention to Clause 17 (“Insurance”), which provides that you are solely responsible for insuring your Parcels, Clause 18 (Limitation of Liability and Indemnity), where you will see we limit our liability to you in undertaking the Services, and under which you are required to indemnify us in connection with your breach of any obligation or warranty, and Clause 22 (“Notice of Claims”), under which you release us from liability if you do not notify us of disputed charges or alleged overcharges within 12 months of invoice. These clauses may be prejudicial to you; please read them carefully before using our Services.

Terms and Conditions

1. Interpretation

1.1 In this Agreement:

“**Act**” means the Australian Postal Corporation Act 1989 (Cth).

“**Additional Charges**” means the additional charges, surcharges and fees applicable to the Services as outlined in the Offer Letter, described in these terms or notified in advance (including on an invoice or at the time of booking), and includes the Daily Collection Fee, the Redelivery Fee, the Fuel Surcharge and any Force Majeure Fee as may be applicable.

“**Agreement**” means the Offer Letter and these terms and conditions.

“**Australia Post**” means the Australian Postal Corporation (ABN 28 864 970 579).

“**Business Day**” means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where a service is to be supplied, an act performed, or a payment is to be made, except where the Service type is a Service specifically dedicated to a Saturday or Sunday collection or delivery as described in the Offer Letter then that day will be considered a Business Day for that Service.

“**Claim**” means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

“**Collection Address**” means the Consignor's agreed location where Australia Post will collect Parcels consigned for the Service.

“**Collection Time**” means the estimated time for collection of Parcels from the Collection Address for each Service as specified in Annexure 2 of the Offer Letter or as otherwise agreed between the parties.

“**Consignor**” means the person or entity requesting the Services.

“**Consumer**” means a customer of the Consignor.

“**Container**” means any pallet, bag, tray, ULD or other container supplied by Australia Post for the loading and transfer of Parcels for the purposes of the Service.

“**Daily Collection Fee**” means the flat daily fee for each Service type set out in the Offer Letter at each Collection Address where the Service type has been made available to the Consignor (regardless of whether any Parcels are provided by the Consignor for collection on that particular day), which is invoiced monthly in arrears and further described in clause 4.

“**Dangerous Goods**” means those goods which meet the criteria of one or more of the nine United Nations hazard classes as prescribed in the current Technical Instructions of the International Civil Aviation Organisation as reflected in the Dangerous Goods Regulations of the International Air Transport Association.

“**Dead Weight**” means the weight of a Parcel as measured by Australia Post or, where the Parcel weight has not been measured by Australia Post, the weight declared by the Consignor.

“**eParcel**” means a Parcel prepared for delivery using Australia Post's designated software or such other method approved by Australia Post from time to time.

“**eParcel Services Agreement**” means a services agreement between the Consignor and Australia Post for Parcel delivery services to be provided within Australia, including the carriage of eParcels.

“**Force Majeure**” means any cause or event that is outside the reasonable control of the party claiming that the event has occurred, which prevents or delays that party from performing its obligations in the usual manner, and includes acts of God, acts of terrorism, war, pandemic or epidemic, direction of a government agency, change in law, extreme weather conditions, floods, earthquakes, fire and strikes or other industrial action.

“**Force Majeure Fee**” means the Additional Charge that may be applied by Australia Post as a consequence of a Force Majeure event (as permitted under clause 26). Details of the Force Majeure Fees are published on auspost.com.au/force-majeure-fee as updated from time to time in accordance with clause 26.

“**Fragile Parcels**” means Parcels which by their nature are fragile or breakable, or which require special handling or packing to prevent breakage, including glassware and china.

“**Fuel Surcharge**” means the fuel surcharge levied on delivery Service Fees, variable monthly as set out in the Consignor's invoice and available online at auspost.com.au/fuel-surcharge.

“**Indemnifiable Loss**” means any damage, loss, cost or expense (including legal and other professional advisers' costs and expenses) incurred by Australia Post in connection with any of the following:

- an injury to or death of any person;
- property damage;
- a third-party Claim against Australia Post; and
- a Claim that Australia Post or the Consignor has contravened any laws.

“**Manifest**” means the electronic record containing the details that Australia Post requires in respect of Parcels to be collected from the Consignor in a form acceptable to Australia Post.

“**Manifest Timeframe**” means the timeframe within which the Consignor must consign Parcels (including a Manifest) at a Collection Address for each Service type as specified in Annexure 2 of the Offer Letter or as otherwise agreed between the parties.

“**Minimum Quantity**” means, in respect of each Service type, the minimum quantity of Parcels that must be consigned by the Consignor each Business Day at each Collection Address, as specified in the Offer Letter.

“**Offer Letter**” means the letter from Australia Post offering the Services and setting out the Service Fees accepted by the Consignor (including any annexures or schedules attached) as updated from time to time in accordance with this Agreement.

“**Operational Materials**” means the below materials (as amended from time to time):

- Dangerous Goods Guide available at: auspost.com.au/dangerous-goods-guide.pdf;
- Prohibited and Restricted Items List and Packaging Guide available at: auspost.com.au/prohibited-and-restricted-items-list.pdf;
- Domestic Parcels Guide available at: auspost.com.au/domestic-parcels-guide.pdf
- Parcel and Freight Preparation Guide available at: auspost.com.au/ap-parcel-freight-preparation-guide.pdf;

- Wine Parcel Guide available at: auspost.com.au/australia-post-wine-guide.pdf; and
- any reasonable instructions or specific operational requirements provided by Australia Post from time to time.

“**Parcel**” means any article consigned by the Consignor for carriage by Australia Post and includes any receptacle, container or packaging.

“**Personal Information**” has the same meaning set out in the Privacy Act.

“**Prescribed Weight and Dimensions**” means the following requirements (which Australia Post may vary from time to time upon reasonable notice to the Consignor):

- the weight of a Parcel must not exceed 22 kilograms; and
- the length of the greatest linear dimension of a Parcel must not exceed 50cm.

“**Privacy Act**” means the Privacy Act 1988 (Cth).

“**Redelivery Fee**” is the fee charged for each redelivery (and attempted redelivery) of a Parcel and is equal to the total Service Rate applicable to the Service.

“**Services**” means the on demand suite of services for the pick-up and delivery of Parcels as listed in Annexure 2 of the Offer Letter (which may include for example, ‘On Demand Afternoon’, ‘On Demand Tonight’ and ‘On Demand Saturday’) and further described in this Agreement.

“**Service Fees**” means the Service Rates and Additional Charges, and any other fees payable for the Services as set out in this Agreement or otherwise notified in advance by Australia Post.

“**Service Rates**” means the fees for the Services as set out in Annexure 1 of the Offer Letter or as otherwise notified in advance by Australia Post (excluding the Additional Charges).

“**ULD**” means a type of Container known as a Unit Load Device (sometimes referred to as a cage) supplied by Australia Post for the loading and transfer of Parcels.

“**Valuable Parcels**” means Parcels which contain cash (including coins), gold, jewellery, precious stones or other similar valuables.

1.2 In this Agreement, unless the contrary intention appears:

- a reference to a party includes its employees, agents, representatives and sub-contractors;
- a reference to the singular includes the plural and vice versa;
- any attachments or schedules form part of this Agreement; and
- the word ‘including’ or words of similar meaning are not used, or intended to be interpreted, as words of limitation.

2. Term and eParcel Services Agreement

- This Agreement begins on the date the Consignor countersigns the Offer Letter and continues until terminated in accordance with its terms.
- This Agreement is conditional upon the Consignor having a current eParcel Services Agreement with Australia Post.
- This Agreement will automatically and immediately terminate without further notice upon the termination or expiry of the eParcel Services Agreement.

3. Service Fees

- In consideration of Australia Post providing the Services, the Consignor must pay Australia Post the Service Fees in accordance with the Offer Letter and the Consignor's business credit account with Australia Post.
- Subject to clause 5.2, Australia Post may adjust the Service Fees (including to introduce, remove or adjust any Additional Charge) at any time by providing at least 30 days' prior written notice to the Consignor.
- If the Consignor does not agree to the new Service Fees provided under clause 3.2, the Consignor may terminate this Agreement by giving no less than 7 days' written notice to Australia Post before the date the adjustments are to take effect. Australia Post may apply the adjusted Service Fees to any Services provided to the Consignor after the end of the 30 day notice period.
- This clause 3 does not restrict or limit the introduction of a Force Majeure Fee.

4. Minimum Quantity and Daily Collection Fee

- The Consignor must consign the Minimum Quantity of Parcels for each Service type at each Collection Address as described in the Offer Letter.
- Subject to clause 4.3, the Daily Collection Fee is charged on a monthly basis for each Business Day that the Service was available to the Consignor in the preceding calendar month (regardless of whether the Consignor consigned any Parcels for collection on those days).
- The Daily Collection Fee will not be payable in relation to a Service type:
 - for any calendar month in which the Consignor has met the Minimum Quantity commitment for that Service at the Collection Address;
 - for any Business Day that Australia Post was unable to provide the Service due to Force Majeure; or
 - for any Business Day the Consignor has elected to suspend the Service during a Surge Period under clause 5.3.
- For the purposes of clause 4.3(a), the Minimum Quantity is calculated as a daily average based on the total number of Parcels consigned for the Service type at the Collection Address in a calendar month (divided by the number of Business Days in that month).

5. Increased Fees during Surge Periods

- In addition to clause 3.2, Australia Post may from time to time increase the Service Fees for the Services for certain specified periods of time when Australia Post reasonably expects additional demand for the Services provided to the Consignor and other consignors (“Surge Periods”).
- Australia Post must provide at least 14 days prior written notice to the Consignor of the duration and the increase in Service Fees of the applicable Surge Period.
- The Consignor may suspend the Services during any Surge Period by giving written notice to Australia Post at least 7 days before the Surge Period is due to take effect.

- 5.4. If the Consignor does not provide notice to Australia Post to suspend the Services at least 7 days before the Surge Period is due to take effect, the Consignor will be deemed to have accepted the increased Service Fees during the Surge Period.
- 5.5. If the Consignor elects to suspend the Services at least 7 days before the Surge Period is due to take effect, the Services will be suspended during the Surge Period and will resume on the date that the Surge Period expires.

6. Permitted Parcels

- 6.1. The Consignor must not consign Parcels which constitute or contain Fragile Parcels, Valuable Parcels or Dangerous Goods (except as expressly permitted by this Agreement).
- 6.2. Subject to clause 11, the Consignor must not consign a Parcel that exceeds the Prescribed Weight and Dimensions.

7. Compliance with Operational Materials

- 7.1. The Consignor must comply with the Operational Materials.
- 7.2. If there are any terms in the Operational Materials that are inconsistent with this Agreement, this Agreement will prevail to the extent of the inconsistency.

8. Preparation and sorting of Parcels

- 8.1. Australia Post is not obliged to collect any Parcels that do not comply with the requirements in this clause 8 and clause 9, and may charge, where it would be reasonable to do so, an Additional Charge in relation to any Parcel that does not meet these requirements.
- 8.2. The Consignor must provide an accurate and completed Manifest within the Manifest Timeframe for each Service type at each Collection Address.
- 8.3. If the Consignor integrates with Australia Post's lodgement systems for the printing of postage labels and the preparation and communication of Manifests using either one of Australia Post's tools or third-party systems for this purpose, the integration will be covered by separate terms and conditions.
- 8.4. All user account information, log-in details and passwords provided or used in connection with integration with Australia Post's lodgement systems are confidential and constitute Information for the purposes of clause 23.
- 8.5. The Consignor must prepare and sort Parcels in accordance with the following requirements:
- (a) having regard to the nature of their content, all Parcels must be safely and adequately packed so as to avoid being damaged or causing damage to other Parcels;
 - (b) all Parcels must bear postage and service indicators and any sorting barcode or other barcode in such form and manner as prescribed by Australia Post from time to time;
 - (c) all Parcels must bear a postal address (including a postcode) in accordance with Australia Post's addressing specifications which is complete, concise and clearly written or printed. The address should be applied to the opposite face to the largest flattest face of the Parcel;
 - (d) where a single Parcel exceeds 16 kilograms in Dead Weight, the words "Exceeds 16kg" must be prominently stamped immediately above or to the left of the address and on the reverse side of the Parcel. A "Heavy Parcel" label should also be applied to the front and rear of the Parcel; and
 - (e) all Parcels must be accurately sorted by each Service type listed in Annexure 2 of the Offer Letter and Manifested by Service type separately from any other articles to be carried by Australia Post (or any of its related entities).

9. Containers and ULDs

- 9.1. Where required by Australia Post, Parcels must be placed in a Container. Parcels must not protrude outside the confines of a Container.
- 9.2. The total weight of Parcels contained within an Australia Post ULD must not exceed 600kgs in weight inclusive of the weight of the ULD itself.
- 9.3. The Consignor must indicate the net weight of each loaded Container on the label accompanying the Container (which needs to be affixed to both sides of the Container unless otherwise notified by Australia Post).
- 9.4. Australia Post:
- (a) will consult with the Consignor about the type and quantity of Containers (if any) required by the Consignor in connection with the provision of the Services; and
 - (b) use all reasonable efforts to provide the Consignor with the appropriate number and type of Containers in good serviceable condition.
- 9.5. The Consignor must:
- (a) use ULDs in preference to other forms of Container for the transportation of Parcels where required, unless otherwise agreed by Australia Post for particular consignments;
 - (b) use Containers solely for facilitating the carriage of Parcels by Australia Post;
 - (c) maintain Containers in good serviceable condition and use them only in a proper and safe manner and strictly in accordance with any instructions provided by Australia Post;
 - (d) ensure all Containers are kept secure when not in use and are not transported to, or removed from, the premises at which the Consignor received those Containers unless such removal is by Australia Post;
 - (e) maintain an inventory of all Containers which are ULDs, on the Consignor's premises and, where requested by Australia Post, report on this inventory; and
 - (f) return all Containers to Australia Post in good condition (fair wear and tear excepted) immediately when requested, or upon termination of this Agreement.
- 9.6. ULDs are required to be circulated back into Australia Post's network within 24 hours.
- 9.7. If a Container is misused, damaged, stolen or lost whilst in the possession or control of the Consignor, the Consignor is liable for the repair or the replacement cost.

10. Loading of Parcels

- 10.1. Where the Consignor loads Parcels into an Australia Post vehicle, it must do so in accordance with all relevant laws and such safety standards as may be notified by Australia Post.

11. Consignor obligations to notify

- 11.1. The Consignor must advise Australia Post, at the time it requests any of the Services:
- (a) of any variation in the weight or dimension of a Parcel from the Prescribed Weight and Dimensions; and
 - (b) any requests for changes to any of the Services for a particular consignment including, to cancellation, change of address or other particular, or addition to, any Services, so that, if Australia Post elects in its sole and absolute discretion to accept such variation in the Services for that particular consignment, Australia Post can make special arrangements for collection and delivery.
- 11.2. The Consignor acknowledges that any notification pursuant to clause 11.1 may result in Australia Post declining to provide the Service at its discretion (acting reasonably) or additional Service Fees being payable.
- 11.3. For the avoidance of doubt, any cancellation or variation to the Service under this clause will not reduce or vary the Consignor's Minimum Quantity commitment or Daily Collection Fee.
- 11.4. If the Consignor provides an estimated delivery time for a Parcel to the Consumer or other third party, the Consignor must ensure that the estimated delivery time accurately reflects the estimated delivery times determined in accordance with this Agreement or otherwise notified by Australia Post (and, without limitation, specifically taking into account the impact of any public holiday).

12. Increase in volume of Parcels

- 12.1. At times when the Consignor reasonably considers it is likely there will be an increase in volume, above its ordinary trading levels, of consignments through the Services ("Increased Volume"), the Consignor must provide at least seven days' prior written notice to Australia Post (or such other period agreed by Australia Post) of the Increased Volume ("Increased Volume Notice"). Any Increased Volume Notice must include a reasonable estimate of the expected volume of Parcels to be sent through the Services in any such periods of Increased Volume.
- 12.2. Without limiting clause 12.1, the Consignor agrees to provide an Increased Volume Notice to Australia Post when the Consignor offers free delivery of Parcels to Consumers or offers other sales or discounts to Consumers that may reasonably lead to an increased volume of Parcels.
- 12.3. Where the Consignor fails to notify Australia Post under clause 12.1 or otherwise consigns a material Increased Volume, the Consignor acknowledges that the estimated delivery timeframes agreed between the parties for the Service may not be met by Australia Post and where this occurs, Australia Post will use its best endeavours to deliver within one Business Day of the estimated delivery date (or as otherwise notified by Australia Post).

13. Consignor warranties

- 13.1. The Consignor warrants that at the time of each consignment that:
- (a) it has read, understood and complied with the Operational Materials;
 - (b) it is or has the authority of and is the agent of, the person or persons owning or having any interest in the Parcels or any part thereof;
 - (c) it has complied with all laws relating to the consigning, labelling, packaging, carriage, storage and delivery of the Parcels (including to complete and affix a Dangerous Goods Declaration in accordance with the civil aviation safety regulations);
 - (d) all information it provides to Australia Post whether orally, in writing or electronically, is accurate and complete;
 - (e) it has not misrepresented or overstated to a third party, including to any persons who have an interest in the Parcels, the nature or quality of the Services that will be provided; and
 - (f) all Parcels were prepared in a secure premises by reliable persons against interference during preparation.

14. Delivery and authority to leave

- 14.1. Where the Consignor has requested the Services, the Consignor must provide Australia Post with:
- (a) authorisation (in such form prescribed by Australia Post) to collect Parcels on behalf of the Consumer;
 - (b) authorisation (in such form as prescribed by Australia Post) from the Consumer to leave Parcels on the Consumer's premises (the address of such premises as nominated by the Consignor); and
 - (c) the email address or telephone number of the Consumer or addressee, where required.
- 14.2. Australia Post will use its best endeavours to collect Parcels at the estimated Collection Times and deliver the Parcels to the address nominated by the Consignor within the estimated delivery timeframe set out in the Offer Letter or as otherwise agreed between the parties.
- 14.3. If Australia Post is unable to deliver a Parcel due to the absence of the Consumer, its agent or any other person at the nominated address, or for any other reason, Australia Post will:
- (a) store the Parcel and may attempt redelivery on the next available Business Day; or
 - (b) return the Parcel to the Consignor.
- 14.4. Where Australia Post has complied with clause 14.3, a Redelivery Fee may apply and any other costs or expenses incurred by Australia Post from the failure to deliver (or redeliver) a Parcel due to a cause beyond its control must be paid by the Consignor including any storage charges.
- 14.5. The Consignor acknowledges that delivery of a Parcel is deemed to have taken place where:
- (a) a receipt or signed delivery docket in respect of the Parcel is received by Australia Post from the Consumer, its agent or any other person at the nominated delivery address; or
 - (b) the Parcel is left at the nominated delivery address by Australia Post pursuant to the Consignor's instructions.
- 14.6. Australia Post reserves the right, in the exercise of its reasonable business judgement in respect of the provision of the Services, to:
- (a) sub-contract all or any of the Services to appropriately qualified sub-contractors;
 - (b) carry or store parcels in such a manner that it considers reasonably necessary; and
 - (c) deviate from the usual route of carriage where Australia Post considers it necessary or desirable in the circumstances.
- 14.7. Notwithstanding any subcontracting, Australia Post remains liable for the provision of the

Services in accordance with this Agreement.

15. Dangerous Goods and alcohol

- 15.1. The Consignor must not consign Dangerous Goods unless it complies with this clause 15 and Australia Post has specifically agreed in writing beforehand that such Dangerous Goods may be consigned.
- 15.2. Nothing in this clause 15 will be construed as imposing any obligation on Australia Post to agree to carry Dangerous Goods.
- 15.3. If the Consignor wishes to consign Dangerous Goods, the Consignor must:
- (a) within a reasonable period of time before it intends sending such Dangerous Goods, advise Australia Post in writing of a full description of those goods (including the nature, value and quantity) and the packing arrangements proposed by the Consignor to ensure safe and adequate packing, taking into account the nature and risks ordinarily associated with the carriage and storage of such Dangerous Goods;
 - (b) comply with all applicable laws, regulations and requirements relating to the packing, storing or transportation of Dangerous Goods and any instructions provided by Australia Post in respect of those Dangerous Goods; and
 - (c) pay any applicable Additional Charges or other charges reasonably incurred by Australia Post relating to the carriage of Dangerous Goods.
- 15.4. If, in Australia Post's reasonable opinion, a Parcel containing Dangerous Goods:
- (a) presents, or is likely to present, an immediate danger or an unacceptable risk of danger to any person, property or the environment; or
 - (b) is or is likely to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature during carriage, the Consignor authorises Australia Post to destroy, dispose of, or render harmless the Parcel without compensation to the Consignor. The Consignor must bear any reasonable costs associated with the destruction, disposal or rendering harmless of the Parcel.
- 15.5. Any consignment of Parcels containing alcohol must:
- (a) be agreed in advance by Australia Post, and the Consignor must comply with this clause 15 and any Operational Materials issued by Australia Post relating to the carriage of alcohol; and
 - (b) be Manifested using a Service type specified for that purpose with Parcels bearing barcodes that include the correct service codes necessary for Australia Post to provide checks on delivery of the age and identity of the receiver.

16. Not a common carrier

- 16.1. Parcels provided to Australia Post by the Consignor pursuant to this Agreement are subject to these terms and conditions. Australia Post is not, and will not be liable as, a common carrier.

17. Insurance

- 17.1. Australia Post neither offers nor arranges insurance for any damage, loss or delay to any Parcel. The Consignor acknowledges that the Service Fees have been agreed taking into account that Australia Post does not offer or arrange such insurance. Any insurance required by the Consignor for any Parcel is to be arranged by the Consignor independently of this Agreement.

18. Limitation of liability and indemnity

- 18.1. Subject to clause 19, to the maximum extent permitted by law Australia Post will not be liable to the Consignor nor to any third party for any loss or damage (including for consequential or indirect loss) whatsoever suffered or that may be suffered (whether in contract, tort (including negligence), bailment or otherwise in law or equity) arising out of or in connection with this Agreement or the provision of (or failure to provide) the Services, except to the extent that the loss or damage suffered by the Consignor:
- (a) results from a Claim arising out of an injury to or the death of any person that was caused by the negligence of Australia Post; or
 - (b) is a direct result of the gross negligence, fraud or wilful misconduct of Australia Post.
- 18.2. The Consignor agrees to indemnify Australia Post against any Indemnifiable Loss arising out of or in connection with any breach by the Consignor of its obligations under this Agreement including any breach of warranty.
- 18.3. The Consignor's liability to Australia Post under clause 18.2 is reduced proportionally to the extent that the Indemnifiable Loss was caused or contributed to by Australia Post.

19. Exclusion of warranties

- 19.1. Except as expressly set out in this Agreement, Australia Post disclaims all warranties, guarantees and conditions with respect to the Services, to the maximum extent permitted by law.
- 19.2. Nothing in this Agreement (including clause 19.1) excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (a "Non-Excludable Condition").
- 19.3. Where permitted by law, and providing it is reasonable to do so, Australia Post limits its liability for breach of a Non-Excludable Condition to either the resupply of the Service, or paying the cost of resupplying the Service, in respect of which the breach occurred.

20. Benefit of limitation

- 20.1. Any clause of this Agreement that excludes or limits the liability of Australia Post or that provides an indemnity to Australia Post in respect of the provision of the Services extends to protect Australia Post's employees, directors, agents and sub-contractors and any other person or persons proving any or all of the Services to be performed pursuant to this Agreement.

21. Service performance acknowledgment

- 21.1. The Consignor acknowledges that the delivery and performance of the Services by Australia Post under this Agreement will not affect or otherwise be included in the calculation of minimum performance obligations (if any) in respect of any other services provided by Australia Post (including under the eParcel Services Agreement) or any of its related entities.

22. Notice of Claims

- 22.1. This clause is subject to clause 19.2.
- 22.2. The Consignor must as soon as practicable notify Australia Post in writing of any Claim (by it or a third party) under or in relation to or arising out of this Agreement, and must comply with Australia Post's claim investigation process which includes providing Australia Post with all relevant information or evidence and complying with Australia Post's reasonable requests.
- 22.3. Any billing disputes or service performance claims ("Credit Claims") must be promptly lodged via the 'Business Support Portal' (or as otherwise advised by Australia Post from time to time).
- 22.4. If a Credit Claim is lodged more than 120 days from the date of invoice and Australia Post would incur additional costs to process that Credit Claim as a result of the delay, Australia Post may charge the Consignor an administrative fee as a contribution to those additional costs, provided that Australia Post quotes the amount of that fee to the Consignor and obtains the Consignor's agreement prior to processing the Credit Claim.
- 22.5. Each party must notify the other party in writing of any disputed, unbilled, over or undercharged amounts within 12 calendar months (measured from the date of the relevant invoice for Consignor Claims, or from the date of delivery of the Parcel for Australia Post Claims). After this period, neither party may pursue those Claims and each party releases the other from any liability in respect of those charges.
- 22.6. If a Claim relates to the loss or damage of a Parcel it must be brought no later than 6 months from the date of lodgement. After this period, the Consignor may not pursue its Claim and releases Australia Post from any liability in respect of the alleged loss or damage.

23. Confidential Information

- 23.1. Unless otherwise specified, any information disclosed or made available to a party ("Recipient") by the other party in connection with this Agreement that is indicated as being proprietary or confidential, or which by its nature is confidential, including the terms of the Offer Letter ("Information") is disclosed in confidence and the Recipient must maintain that Information in confidence.
- 23.2. A Recipient must only use the Information for the purpose of performing its obligations or exercising its rights under this Agreement and must not disclose or make available any Information to any other person except to the extent expressly permitted by this Agreement.
- 23.3. A Recipient make any disclosures of Information:
- (a) to any employees, agents or service providers to whom it is necessary to disclose the Information for the purpose of performing that party's obligations or exercising its rights under the Agreement;
 - (b) with the written consent of the other party, which consent may not be unreasonably withheld; or
 - (c) as is necessary for it or its shareholders to comply with any applicable law, Government direction or the rules of any stock exchange.
- 23.4. A Recipient disclosing Information must take all practicable steps to ensure that the person receiving the Information complies with the Recipient's obligations under this clause.

24. Privacy

- 24.1. Australia Post's obligations relating to the handling of Personal Information are contained in the Act, the Privacy Act and the Australia Post Privacy Policy (available at <https://auspost.com.au/privacy>).
- 24.2. The Consignor warrants to Australia Post that to the extent necessary, it has, or will obtain, consent for Australia Post to receive and make use of Personal Information for the performance of the Services, or as otherwise described in this Agreement.

25. Termination

- 25.1. Either party may terminate this Agreement at any time with immediate effect by giving the other party written notice of termination where:
- (a) the other party commits a material breach of this Agreement which is not remediable; or
 - (b) the other party, having breached a term of this Agreement which is remediable and having been given a notice which specifies the breach that has occurred and requires rectification of the breach within 15 days, fails to remedy the breach within that period.
- 25.2. Either party may terminate this Agreement for any reason by giving not less than 30 days' written notice to the other party.
- 25.3. If this Agreement is terminated for any reason the Consignor must pay Australia Post all amounts due and payable under this Agreement for the period up to and including the date of termination.
- 25.4. The termination of this Agreement for any reason will not extinguish or otherwise affect:
- (a) any rights of either party against the other which accrued before the termination which remain unsatisfied; or
 - (b) any provision, which is expressly stated to, or which by its nature, survives termination of this Agreement.

26. Force Majeure

- 26.1. If a Force Majeure event affects a party ("Affected Party") that party is excused from performing its obligations under this Agreement (other than an obligation to pay money).
- 26.2. The Affected Party must make reasonable endeavours to:
- (a) give the other party prompt notice in writing of the Force Majeure event, including details of the extent to which it is prevented or delayed from performing its obligations; and
 - (b) subject to clause 26.3, promptly overcome or mitigate the effect of the Force Majeure.
- 26.3. Where Australia Post is the Affected Party, and the effect of a Force Majeure can be overcome or mitigated but at an additional cost, Australia Post may:
- (a) continue to provide some, or all of the Services (even though it is excused from performance under clause 26.1); and
 - (b) pass on the additional cost to you in the form of a new or amended Force Majeure Fee provided it gives you reasonable prior written notice (being no less than 3 Business

Days).

26.4. Nothing in clause will require the Affected Party to settle strikes or other labour disputes on terms contrary to its reasonable wishes.

26.5. If the Force Majeure event prevents the Affected Party from performing its obligations for more than 30 consecutive days, either party may immediately terminate this Agreement or permanently cease the relevant Services, by giving written notice to the other party.

27. Assignment

27.1. The Consignor must not assign or transfer this Agreement without the prior written consent of Australia Post, such consent not to be unreasonably withheld.

28. Variation

28.1. This Agreement, the Operational Materials or the scope of Services (including Collection Addresses or Collection Times) may be varied or added to from time to time:

- (a) by written agreement between Australia Post and the Consignor; or
- (b) by Australia Post providing written notice 30 days prior to the change coming into effect.

28.2. If the Consignor does not agree with any variation proposed by Australia Post pursuant to clause 28.1(b), the Consignor may terminate this Agreement by providing not less than 7 days' written notice to Australia Post prior to the proposed change coming into effect.

29. Governing law

29.1. This Agreement is governed by the laws in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them.

30. GST

30.1. All Service Fees are quoted without including an amount for GST unless stated otherwise. In addition to any GST-exclusive amounts payable you must pay an amount equivalent to the GST payable in respect of the taxable supply on receipt of a valid tax invoice.

30.2. If in relation to a supply made under the Agreement an adjustment event occurs that gives rise to an adjustment, the price of that supply (including any GST Amount) will alter accordingly and where necessary a payment will be made to reflect the price adjustment.