

Business Credit Account – Terms and Conditions

1. The contract

The Customer has read and understood, and agrees to, these terms and conditions for the operation, establishment and use of a business credit account (“**Account**”). The execution of the application for an Account (“**Application**”) constitutes an offer by the Customer to acquire and use an Account on the terms and conditions set out in this document. If Australia Post approves the Application, such approval will constitute acceptance of the offer and will create a contract between Australia Post and the Customer on these terms and conditions (“**Contract**”).

2. Credit enquiries

For the purpose of considering the Application, and at any time during the term of the Contract, the Customer authorises Australia Post to make such enquiries as Australia Post may require to be satisfied as to the creditworthiness of the Customer. The Customer agrees to provide signed written authorities addressed to the Customer’s banker or other credit providers, credit bureaux or mercantile agencies as Australia Post requires from time to time.

3. Minimum Spend Threshold

Australia Post reserves the right to require the Customer to spend a minimum dollar amount per year to obtain products or services on credit (charged to the Account).

4. Credit limit

Australia Post specifies the maximum (GST – inclusive) amount that may be charged to the Account over a particular period (“**Credit Limit**”). The Customer’s Credit Limit is subject to review at any time by Australia Post. Australia Post may, on request in writing by the Customer, agree in writing to increase or decrease the Credit Limit. The balance of the Account at any time must not exceed the Credit Limit. Australia Post is not responsible for any loss or damage whatsoever or howsoever caused arising from the refusal by Australia Post to supply the Customer with any products or services on credit because the Credit Limit has been exceeded. The Customer agrees to immediately pay the amounts charged to the Account for any products or services supplied by Australia Post in excess of the Credit Limit, whether or not demand for payment has been made by Australia Post.

5. Authorised and unauthorised transactions

The Customer is responsible for and indemnifies Australia Post against any unauthorised use of the Account. The Customer must notify Australia Post in writing of any unauthorised transactions on the Account immediately the Customer becomes aware of them. The Customer is not responsible for any unauthorised use of the Account after Australia Post receives written notification of the unauthorised use.

6. Terms of payment

- 6.1 The Customer agrees to pay Australia Post no later than 14 days by Electronic Funds transfer or 21 days by Direct Debit from the date of issue of the tax invoice/adjustment note of the amounts set out therein.
- 6.2 Payment of the amount specified in 6.1 will be in Australian Dollars (AUD).
- 6.3 Payments may not be made by franking machine imprint.
- 6.4 Tax invoices/adjustment notes are posted to the Customer at the address specified by the Customer for that purpose in the Application. This is sufficient notice of the amount due under the Account.

- 6.5 Where the Customer has defaulted in its payment obligations under this Contract, any amounts owing by the Customer to Australia Post in connection with this Contract may be deducted from any fee payable by Australia Post to the Customer under any other contract.

- 6.6 Australia Post will charge certain fees (if applicable) which are detailed at auspost.com.au/business/credit-accounts.html or on request from Australia Post.

7. Proof of supply of products or services

A certificate setting out details of the amount owing and any other matters relating to the Account signed by an officer of Australia Post is sufficient evidence (in the absence of manifest error) of the supply of products or services by Australia Post to the Customer. This certificate may be used in court proceedings.

8. Transaction errors

Any complaint made by the Customer that a transaction recorded on the Customer’s tax invoice / adjustment note is incorrect must be advised to Australia Post in writing within seven days of the issue of the tax invoice / adjustment note. If this does not occur, the transactions recorded in the tax invoice/adjustment note are taken to be correct. If part of the amount set out in the tax invoice / adjustment note is in dispute, the Customer agrees to pay the undisputed amount within the time period specified in clause 6.1.

9. If the Account is used for postage

If the Account is used for payment of postage on postal articles, those postal articles must be lodged at official post offices, mail centres or other postal centres as specified by Australia Post. Customers must provide a correctly completed mailing statement when lodging their mail. If there is a discrepancy of less than \$50 between the number or nature of postal articles lodged and the number or nature shown on the accompanying mailing statement, Australia Post may make a corresponding adjustment to the Account without recourse to the Customer. Australia Post will discuss with the Customer any discrepancies of \$50 or more.

10. Security for performance of the Contract

- 10.1 Bank guarantee
The Customer may be required to provide to Australia Post (either prior to the approval of the Application or during the term of the Contract), a bank guarantee (in a form acceptable to Australia Post) to secure the Customer’s performance of the Contract.
- 10.2 Personal Property Securities Act (PPSA)
If Australia Post determines that this Contract (or a transaction in connection with it) is or creates a security interest for the purposes of the PPSA, the Customer agrees to do all things which Australia Post considers necessary for the purposes of registering its security interest, including providing consents, signing and producing documents, or supplying information.
- 10.3 Other forms of security
As a term of its approval of the Application (or at any time during the term of the Contract), Australia Post may require the Customer to provide other security for performance under the Contract. For example, if the Customer is a company, a guarantee (in a form acceptable to Australia Post) may be required from each director or shareholder of the Customer or any other person including the spouse or relative of that director or shareholder or from any associated or related entity of the Customer.

11. Warranties

The Customer warrants that:

- (a) all statements made and documents provided in connection with the Application and all representations that the Customer has made or may make during the term of the Contract to Australia Post are true and correct; and
- (b) the Account is required for the Customer’s business or commercial purposes and will not be used for personal, domestic or household purposes.

The Customer acknowledges that Australia Post relies on the correctness of these warranties in approving the Application and continues to rely on these warranties in its further dealings with the Customer.

12. Indemnity

The Customer indemnifies Australia Post against liability, loss, costs, charges and expenses Australia Post suffers in connection with the Contract or the Account.

13. Changes in address and other particulars

The Customer must notify Australia Post within seven days of any change in the constitution, ownership, membership or control of the Customer, or any change or proposed change in the Customer’s address. Despite the occurrence of any of these changes, the Customer’s obligations under the Contract continue. However, Australia Post may require a new application to be executed. Nothing in this clause affects Australia Post’s right to terminate or suspend the Account under clause 14.2(d) or to refuse the Customer (or its successor) approval to operate a new Account.

14. Termination / Suspension

- 14.1 Australia Post may, in its sole discretion and without requiring any reason to do so, at any time, suspend or terminate the Customer’s Account on seven days’ written notice to the Customer.
- 14.2 The Customer acknowledges that Australia Post may suspend or terminate the Contract immediately (with or without written notice) if:
 - (a) Australia Post was induced by fraudulent misrepresentation on the Customer’s part to approve an application for any account with the Customer; or
 - (b) the amount charged to a Customer’s Account exceeds the Credit Limit at any time without the prior written approval of Australia Post; or
 - (c) any amount charged to the Account is due and unpaid (amounts disputed in accordance with clause 8 are not considered due until the dispute is rectified); or
 - (d) in the opinion of Australia Post any change in circumstances, including, without limitation, changes in the Customer’s constitution, ownership, membership, control status or ability to provide security for payment of amounts which have or are likely to be charged to the Account, makes the continuance of the Contract undesirable or unsatisfactory; or
 - (e) the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; the Customer being a partnership dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; the Customer being a natural person, dies; or the Customer ceases or threatens to cease conducting business in the normal manner; or

- (f) the Customer uses the Account for any non-commercial purposes including, without limitation, for personal, domestic or household purposes; or
- (g) the Customer is otherwise in default under this Contract.

- 14.3 If Australia Post suspends or terminates the Account under either clauses 14.1 or 14.2, the balance of the Account and any amounts incurred but not then billed are immediately due and payable by the Customer to Australia Post. The Customer must pay to Australia Post any amounts reasonably incurred or expended by Australia Post in exercising its right under the Contract as a result of default by the Customer or as a result of any circumstance referred to in clause 14.2.

15. Notice

Notices served under the Contract may be delivered by post, or by facsimile to:

- the Customer – at the postal or facsimile address provided in the Application or notified in writing by the Customer to Australia Post in accordance with clause 13;
- Australia Post – at its state head office as advised to the Customer in the approval.

Notice is taken to be given.

- (a) in the case of ordinary post, in accordance with Australia Post’s published delivery standards for postal articles between the place of posting and the place of receipt; or
- (b) in the case of facsimile, the business day following the date of transmission provided that the sender has received confirmation receipt.

16. Variation

Australia Post may vary the terms and conditions of the Account with respect to future transactions between Australia Post and the Customer:

- (a) by agreement between Australia Post and the Customer; or
- (b) unilaterally by Australia Post giving to the Customer not less than seven days’ prior written notice specifying the variation and the date on which the variation becomes effective.

Notice of the variation under this clause need not be sent separately and may be sent with the Customer’s statement of account or as part of any other correspondence.

17. Assignment

The Customer must not assign the Contract without the consent in writing of Australia Post which it may withhold in its absolute discretion.

18. Waiver

Failure by Australia Post to enforce its obligations under the Contract does not constitute waiver of Australia Post’s rights unless it is in writing, nor does it affect the obligation of the Customer to make any further payments as and when they fall due.

19. Governing law

The Contract is made in the state in which the Customer lodges the Application and is governed by the laws in force in that state.