

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.
- 1.2 These special service terms and conditions apply when:
 - 1.2.1 a customer makes a written 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 otherwise 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 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 **"bag"** means a locked bag approved by Australia Post for use in the service;
- 2.5 **"box"** means a post office box supplied by Australia Post for use in the service;
- 2.6 **"common box"** refers to post office boxes which are located at GPOs, each having a common box number;
- 2.7 **"customer"** means the person or body in whose name the application for use of the service is made and any authorised transferee or assignee thereof;
- 2.8 **"mail"** in the Mail2Day™ Service means all articles addressed or unaddressed.

- 2.9 **"Mail2Day™ service"** means the electronic mail alert box service which is a special service supplied by Australia Post (at participating outlets) for the purpose of notifying box holders by electronic mail or SMS that an article is awaiting collection at the customer's box.
- 2.10 **"service"** means the post office box, locked bag or common box supplied by Australia Post for the purpose of mail delivery.

3. Period of service

- 3.1 The service may be provided for an indefinite period unless cancelled or terminated sooner in accordance with these terms and conditions.

4. Charges

- 4.1 Charges for use of the service shall be determined by Australia Post and are payable in advance.
- 4.2 Charges will be calculated from the first day of the calendar month in which the service commences to the last day in the calendar month in which the service ends. A part of a month is charged as a full month.
- 4.3 Where the agreement is cancelled pursuant to clause 12, the customer is entitled to a refund calculated on the remaining number of whole calendar months paid for, less a cancellation fee determined by Australia Post. A refund will not be payable where the agreement is terminated by Australia Post under clause 14, or where the amount of the refund is equal to or less than the cancellation fee.

5. Conditions of service

- 5.1 The customer shall comply with all the requirements of Australia Post for the service as published including providing to Australia Post a current electronic mail address or mobile phone number if the Mail2Day™ Service is requested.
- 5.2 Where a customer has chosen the Mail2Day™ Service, the customer warrants that it is:
 - 5.2.1 The owner of the electronic mail address and/or mobile phone number; or
 - 5.2.2 authorised to use the electronic mail address and/or mobile phone number for the purpose of the Mail2Day™ Service.
- 5.3 For the purposes of the Mail2Day™ Service, Australia Post will send one message per day to the customer/account, and at such time as the message is sent, it will be deemed to have been sent by Australia Post and received by the customer.

- 6. Box keys**
 - 6.1 Box keys remain the property of Australia Post and may not be copied. Key cutting can be arranged only by Australia Post.
 - 6.2 Box keys shall be immediately returned to Australia Post upon the cancellation, termination or expiration of the agreement.
- 7. Delivery of mail**
 - 7.1 All mail, addressed to a customer's street address, will be delivered as addressed, unless:
 - 7.1.1 a mail redirection is in place for the street addressed mail; or
 - 7.1.2 Australia Post determines that it is appropriate in the interests of network management to deliver street addressed mail to the customer's box.
 - 7.2 No fee applies to the redirection of mail from a street address to a post office box or locked bag for six months following the initial approval of the application.
- 8. Postal address**
 - 8.1 The customer must show their postal address, including their box or bag number, prominently on letterheads, other appropriate stationery and in any advertising, preferably with the request that all mail be addressed to that postal address.
- 9. Locked Bag service requirements**
 - 9.1 Bags used for the locked bag service are to be purchased only from Australia Post
 - 9.2 Prior to the commencement of the locked bag service the customer must provide to Australia Post a lock and key of a type approved by Australia Post for the purpose.
- 10. Transfer of service**
 - 10.1 A customer shall not assign or transfer the right to use the service without the prior written consent of Australia Post and the payment of a transfer fee. Any assignment or transfer without such consent will be void and of no effect.
 - 10.2 Where a partnership holding a box or bag is reconstituted by the retirement, death or addition of more partners, the reconstituted partnership is deemed to be the customer.
- 11. Change of address**
 - 11.1 The customer shall notify Australia Post in writing within seven days of any change of residential, business or electronic mail address and/or mobile phone number from that given on the application.
- 12. Cancellation**
 - 12.1 The customer may cancel a service at any time upon seven days notice in writing. Unless an application for the change of address or holding service is made, all mail addressed to the customer at that box or bag shall, following the notice period, be treated as undeliverable. A fee applies for the change of address service.
- 13. Common box**
 - 13.1 An applicant for a common box must lease and retain a box at each of the following GPOs: Sydney, Melbourne, Brisbane, Perth, Adelaide and Hobart; and may have a box at either/or Canberra and Darwin GPOs.
 - 13.2 The Mail2Day™ service is not available with Common Box service.
- 14. Termination**
 - 14.1 Australia Post may terminate the agreement at any time by giving written notice specifying the date of termination to the customer, if:
 - 14.1.1 the customer fails to observe or perform any term, covenant or obligation contained in this agreement;
 - 14.1.2 Australia Post has reason to believe that the customer has used a fictitious or assumed name on the application;
 - 14.1.3 Australia Post has reason to believe the address on the application is not the customer's current residential, business or electronic mail address;
 - 14.1.4 the box or bag is being used for a purpose other than the delivery of postage paid mail;
 - 14.1.5 the box or bag is being used by a person or body other than the customer;
 - 14.1.6 Australia Post has reason to believe that the customer, or a person known to the customer, intends to use, or is using the service in the furtherance of an offence against the law of Australia or any State, Territory or other country, or to prevent the detection of the offence or the offender;
 - 14.1.7 the customer regularly allows an accumulation of mail, other than large parcels, beyond the capacity of the box or bag and does not within 30 days after requested by Australia Post, obtain or provide a larger or additional box or bag; or

14.1.8 Australia Post is notified of a dispute in relation to the delivery address for the customer, provided, however, that Australia Post may terminate this agreement at its absolute discretion without notice and upon termination all undelivered mail shall be deemed to be undeliverable.

15. Limitation of liability release and indemnity

15.1 Subject to clause

15.2 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.

15.2 To the extent permissible 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, at the option of Australia Post, to any one or more of the following:

15.2.1 supplying the service again; or

15.2.2 payment of the cost of having the service supplied again.

15.3 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.

16. Force majeure

16.1 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.

17. Merger

17.1 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.

18. Variation

18.1 These terms and conditions may be added to or varied by Australia Post by notice in writing to the customer or by mutual agreement between the parties.

19. Notice

19.1 Any notice required to be served by or under these terms and conditions shall be sufficiently given to the customer if left in the box or bag provided pursuant to the agreement and to Australia Post if sent by post or given to the Manager responsible for the office at which said box or bag is situated.

20. Conditions of carriage

20.1 The provision of a post office box, locked bag or common box service 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 to the carriage or delivery of any postal article. The Australia Post Terms and Conditions apply to the carriage and delivery of postal articles.

21. Law

21.1 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.

22. Whole agreement

22.1 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.

The Australia Post Terms and Conditions are available for perusal at Post Offices and on the internet at www.auspost.com.au