**Preamble:**
These Australia Post Terms and Conditions are made pursuant to section 32(1)(b) of the Australian Postal Corporation Act 1989 and shall apply as from 1 July 2001 to the postal and related services to which they refer.

Provided however that where the General Postal Services Terms and Conditions (GPST&Cs) had applied prior to 1 July 2001, to a postal and related service, the GPST&Cs shall continue to apply and the amount of compensation payable in respect of articles lodged on or before 30 June 2001 for carriage under the General Postal Services Terms and Conditions shall be calculated in accordance with the provisions of Part X of those terms and conditions in force on that date.
Australia Post Terms and Conditions

Table of Contents

DICTIONARY

PART A – GENERAL POSTAL SERVICES

PRELIMINARY
1. Introduction
2. Interpretation
3. Variation
4. Carriage of Mail and subcontracting
5. Right of Refusal
6. Governing Law
7. Customer Obligations

PAYMENT OF POSTAGE
8. Postage payable by postage stamps
9. Postage payable by prepaid imprint
10. Postage payable in money
11. Postage payable on return of opened articles
12. Postage payable on alternatively delivered articles
13. Postage prepaid articles
14. Person responsible for payment of postage
15. The time at which postage is to be paid

DELIVERY ISSUES
16. Australia Post obligations
17. Articles “in dispute”
18. Return of articles before delivery
19. Inquiries concerning non-delivery
20. Redirection before delivery
21. Redirection after delivery
22. Sender's prohibition on Redirection
23. Unclaimed articles
24. Undeliverable articles
25. Refused articles
26. Method of dealing with unclaimed etc. articles
27. Disposal of undeliverable articles
28. Recovery of Postage on Underpaid Articles
DISCRETIONARY CARRIAGE
29. Articles which have irregular dimensions or which are overweight
30. Articles which may hinder effective carriage or which have improper postal information

MISCELLANEOUS
31. Applying postmarks
32. Use of private aerogrammes

PART B – DOMESTIC POSTAL SERVICES

LETTER MAIL CARRIAGE
33. Air Mail

PHILATELIC
34. Philatelic sales and services
35. Overseas philatelic services
36. Philatelic postmarking

EXPRESS POST
37. Express Post – General
38. Express Post – Rates of postage
39. Express Post – Service standards
39A. Delivery signature
39B. Express Post – Additional services
40. Express Post – Failure to meet service standards

MISCELLANEOUS
41. Seasonal greeting cards
42. Sale of stationery
43. Key return service
44. Articles for the blind service
44A. Medical / Educational remote area parcel service

PART C – INTERNATIONAL POSTAL SERVICES

PRELIMINARY
45. Interpretation
46. Applicability of these Terms & Conditions to overseas mail
47. Customs documentation
48. Availability of services

PAYMENT OF POSTAGE
49. Air and Sea Mail rates of postage
50. International postage prepaid articles
51. International reply coupons

LODGMENT AND DELIVERY ISSUES
52. Instruction in respect of non-delivery of postal parcels
53. Demurrage
54. Articles posted abroad by or on behalf of Australian residents
55. Articles posted abroad in a country where sender does not reside

INTERNATIONAL–LETTERS
56. Registered Post International – Conditions of service

PART D – PROHIBITED GOODS

PROHIBITED AND DANGEROUS GOODS
57. Prohibited goods
58. Poisons, drugs or medicine
59. Limited classes of dangerous goods which may be carried
60. Dangerous or prohibited goods declaration
61. Live creatures

PART E – LIMITATION OF AUSTRALIA POST’S LIABILITY

PRELIMINARY
62. Interpretation

EXCLUSIONS AND LIMITATIONS
63. Liability & Indemnity
64. Liability & Indemnity
65. No liability for indirect loss
66. Limitation of liability and release and indemnity
67. Force majeure
68. Employee representations
69. Merger

COMPENSATION SCHEME
70. Amount of compensation
71. Exclusions
72. Notice of article subsequently found

PROCESSING OF CLAIMS
73. Claim form
74. Claimant
75. Time for claim
In the Australia Post Terms and Conditions unless the contrary intention appears – Act means the Australian Postal Corporation Act 1989 (as amended) and includes any statute, ordinance, code or other law, any regulations and other instruments made under it and consolidations, amendments, re-enactments or replacements of any of them.

**addressee** includes:

(i) where an article is addressed to one person, that person;

(ii) where an article is addressed to a person who is deceased:
   (a) an executor or administrator named in letters of probate or administration which have been produced at the office at which the article is held for delivery may be regarded as the person to whom the article is addressed;
   (b) where no letters of probate or administration have been so produced, a member of the family of the deceased person may be regarded as the person to whom the article is addressed;

(iii) where an article is addressed to a firm, the occupier at the address of the business operated by the firm may be regarded as the person to whom the article is addressed;

(iv) where an article is addressed to a partnership, any of the partners may be regarded as the person to whom the article is addressed;

(v) where an article is addressed to a company, incorporated or unincorporated association or institution:
   (a) any member of the governing body of that association or institution; and
   (b) in the case of a company, a liquidator or receiver appointed by a court of competent jurisdiction but not otherwise appointed, may be regarded as the person to whom the article is addressed.

(vi) provided, however, that notwithstanding any indication to the contrary appearing on the article or any other provision of these terms and conditions:
   (a) where an article is addressed to an individual at a firm, partnership, company, incorporated or unincorporated association or institution that article shall be deemed to be addressed to the firm, company, incorporated or unincorporated association or institution and not to that individual;
   (b) where an article is addressed to two or more persons and one of those persons has applied for a redirection under the change of address service the article shall be deemed to be addressed to the person who did not make the application;
   (c) where an article is addressed to two or more persons, both or all of whom have applied for a redirection to different destinations under the change of address service, the article shall be deemed undeliverable;
   (d) where an article is addressed to a partnership and one or more of the partners, (not being the managing partner with the authority of the partnership and not being all of the partners), has applied for a redirection under the change of address service, the article shall be deemed to be addressed to the partnership and not to the partner making the application; and
   (e) where an article is addressed to a person at a post office box, the addressee shall be the applicant for the post office box or alternatively, if named, a person who resides with the applicant.

**agreement** means an agreement between Australia Post and a customer for the provision of a service by Australia Post in accordance with terms and conditions agreed between Australia Post and a customer.
alternatively delivered article means an article which has not initially been delivered by Australia Post.

article means any matter or thing, and includes, for example:
(a) a letter;
(b) a message or information;
(c) a direction to pay an amount of money;
(d) an envelope, packet, parcel, container or wrapper containing any matter or thing (including a letter, message, information or direction to pay an amount of money); and
(e) a message, information, or direction to pay an amount of money, that is not in written form.

Australia Post means the Australian Postal Corporation.

Australia Post Terms and Conditions mean these Australia Post Terms and Conditions and includes the appendices and schedules as amended.

bank notes means Australian or foreign currency, other than coins.

bullion means any precious metal, in a lump or bulk form, whether in a pure or impure state or whether in a refined or unrefined state, and includes ingots and nuggets but does not include coins, medals or jewellery.

change of address service includes any service provided by Australia Post as a redirection before delivery service howsoever described or named.

charge account means a credit facility approved by Australia Post whereby the customer may accrue postage as a debt payable on certain terms and conditions and includes a business credit account.

coins means coinage in either Australian or foreign currency and includes coins made from precious metals whether or not such coins have a denomination.

community bag means a bag used in the provision of a community bag service.

community bag service means:
(i) a service that operates between an office and a locality that is situated on a mail route more than 1.2 kilometres from the nearest office and beyond the area in which postal articles are delivered by postal delivery officer;
(ii) the premises to be served by the service cannot be served conveniently by normal roadside delivery;
(iii) the number of articles involved does not warrant the establishment or continuance of an office in the vicinity of those premises; and
(iv) a person approved by Australia Post for that purpose agrees to act as custodian of the community bag in accordance with the conditions of his appointment as custodian.

community mail agency means:
(i) an agency established in a locality which is more than 5 kilometres from the nearest office;
(ii) the number of articles involved and the value of postage stamp sales does not warrant the establishment or continuance of an office in the vicinity of the locality;
the number of articles involved and the value of postage stamps sold through the agency will, in the opinion of Australia Post, be sufficient to justify the establishment of the agency; and

a person approved by Australia Post for that purpose agrees to act as the agent for the locality in accordance with the conditions of his appointment as agent, to operate a community bag service at the locality and to sell postage stamps on behalf of Australia Post.

concession card holder means the holder of an eligible government concession card, who meets any prescribed conditions, as published by Australia Post and amended from time to time.

courier post article means an article lodged for carriage by the courier post service.

currency includes bank notes and coins whether or not legal tender.

customer means a person for whom, or on whose behalf, Australia Post provides a service, and includes the sender and the addressee of an article.

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 Civil Aviation Organisation as reflected in the Dangerous Good Regulations of the International Air Transport Association.

deficient postage in relation to an article that is in the course of carriage or that has been delivered by post means the amount by which the postage that has been paid on the article is less than the postage that is required to have been paid.

delivery includes the following:
(i) an article addressed to a person who receives articles through a post office box is deemed to be delivered to that box when placed in that box or a locked bag used in association with that box;
(ii) an article addressed to a person who receives articles through a locked bag or private mail bag service is deemed to be delivered by placing it in that bag;
(iii) an article addressed to a person receiving mail at private residential premises is deemed to be delivered by:
   (a) placing it in a receptacle established at those premises for the receipt of articles;
   (b) handing it to that person or to a person who is apparently a responsible resident of those premises; or
   (c) if a parcel post article, left otherwise in accordance with the written instruction of the sender or the addressee.
(iv) an article addressed to a person receiving mail at premises other than private residential premises is deemed to be delivered by:
   (a) placing it in a receptacle established at those premises for the receipt of articles;
   (b) handing it to that person, to the proprietor or manager of the premises or to a person who is apparently employed at the premises; or
   (c) if a parcel post article, left otherwise in accordance with the written instruction of the addressee.
(v) an article addressed to a person receiving mail on a mail route is deemed to be delivered by:
   (a) placing it in a receptacle established at or near the premises of that person for the receipt of articles;
   (b) handing it to that person;
   (c) delivering it from an office to the person or the person’s authorised representative on those days when the mail route does not operate; or
   (d) if a parcel post article, left otherwise in accordance with the written instruction of the addressee.
an article addressed to a person for counter mail delivery at an office is deemed to be delivered by handing it to that person or a person authorised by him to receive it, provided that Australia Post may require identification of the addressee or the authorised person before effecting delivery;

an article addressed to a person under the age of 18 years may be delivered to the parent or guardian with whom the child resides as if the parent or guardian was the addressee;

an article addressed to a natural person may be delivered to a receiver or trustee, appointed by a court of competent jurisdiction, of the property of that person;

where an article is addressed to a person, a donee under a power of attorney made by that person may be regarded as the person to whom the article is addressed if, and upon production of a true copy of the instrument of attorney, the person's intention that the article be delivered to the donee is readily apparent;

where a person to whom an article is addressed requests that it be delivered to him or her in transit, the article may be delivered to him or her at the office at which it is held for delivery unless delivery by that method would delay the delivery of other articles;

where an article is addressed to more than one person, it may if any of those persons are currently receiving mail at the address to which the article is directed, be delivered to that address;

an article carried by the cash-on-delivery service is deemed to be delivered at an office at which that service is provided, by handing it to the person to whom it is addressed or to a person authorised in writing by him to receive it;

where an article is addressed to a private mail bag, a locked bag, a community bag or a post office box which is used in association with a locked bag, and the amounts required to be paid before delivery have been paid, the article is deemed to be delivered by placing it in that bag;

Delivery of registered articles and articles covered under Extra Cover lodged outside Australia for delivery in Australia:

subject to the following paragraph, a registered article is deemed to be delivered if delivered in accordance with the provisions contained in this dictionary for delivery of articles lodged within Australia for carriage in Australia; and

articles covered under Extra Cover, or registered articles which bear an acknowledgment of receipt card or endorsement or bear a customs declaration, are deemed to be delivered if delivered in accordance with provisions contained in this dictionary for delivery of registered articles lodged within Australia for carriage in Australia.

an article carried by registered post may be delivered

where the article is addressed to a person receiving mail at premises:

by handing it to that person or a person who is apparently a responsible person at those premises to which it is addressed;

where the article is addressed to a private mail bag, a locked bag, a community bag or a post office box which is used in association with a locked bag:

by placing it in that bag;

in any case:

by handing it to the person to whom it is addressed or a person authorised in writing by the addressee;

where the delivery of an article that has been lodged for carriage by registered post is required to be delivered person to person nothing authorises the delivery of the article otherwise than:

– to the addressee; or

– to another person where Australia Post, on the prior written request of the addressee, has given approval for person to person delivery of articles that are addressed to the addressee and are carried by registered post to be made to that other person, and the conditions to which that approval are subject have been complied with.
an express post article, parcel or a parcel post satchel will be deemed to have been
delivered when it is delivered in accordance with the provisions contained in this
dictionary for delivery of articles lodged within Australia for carriage in Australia
provided, however, that if in the reasonable opinion of Australia Post:

(a) it cannot be placed into:
   – a post office box; or
   – a locked bag; or
   – a private mail bag; or
   – a community mail bag,
   a card is placed in the box or bag advising the addressee that an article is available
   for collection from an office of Australia Post; or
(b) it cannot be delivered to a street address, a card is left at that address advising
   the addressee that an article is available for collection from an office of Australia
   Post; and
   a person taking collection of an article, may be required to give Australia Post a
   receipt for it.

a parcel or parcel post satchel addressed to a person receiving mail at premises may
be delivered by Australia Post:

(a) effecting a safe drop of the parcel or parcel post satchel by placing it in a location
   that Australia Post believes is not:
      – in public view; or
      – in potential danger resulting from factors including weather conditions,
        damage and/or interference by pets/animals;
   and
(b) leaving a card at the premises advising the addressee where the parcel or parcel
    post satchel has been safe dropped at the premises,
    provided that the parcel or parcel post satchel does not contain alcohol, is not
    damaged, and the address is clear and unambiguous.

domestic carriage includes the service of carriage of articles by Australia Post by post
between Australia and the external territories including Norfolk Island, and between
Australia and a ship of the Royal Australian Navy, wherever situated, provided that where
such a ship is outside Australia, articles from the ship are sent by closed despatch either
through an overseas postal administration or by Department of Defence personnel.

electronic mail service means carriage of an article in whole or in part by an electronic
process.

employee includes a person who is authorised to perform services for or on behalf of
Australia Post and an employee of such a person in the performance of those services.

EMS is an international postal express mail service, however named, offered by postal-
administration members of the Universal Postal Union (UPU), regulated by the EMS
Cooperative, and established by the UPU’s Postal Operations Council and the EMS
International Express Service Terms and Conditions specified in Schedule 20 apply.

Express Post article means an article lodged for carriage by the Express Post service.

Express Post envelope or container means an envelope or container supplied by Australia
Post for use in the Express Post service.

Express Post Parcel means a parcel lodged at an office for carriage by the express post
service and to which an Express Post Parcel label has been affixed.
**Express Post Platinum container** means a container supplied by Australia Post for use in the Express Post service.

**facsimile document** means a facsimile reproduction of an original document.

**Fax Centre** means an office or other place which has been designated by Australia Post as a Fax Centre.

**general postal service terms and conditions** means these Australia Post terms and conditions and includes the appendices and schedules hereto as amended.

**guidelines** means information issued by Australia Post from time to time whereby Australia Post provides details of products and services provided, and practice and procedures set down by Australia Post for the use of these products and services and the effective and efficient operation of the business of Australia Post, including but not limited to the following however named:

(i) Post charges booklet;
(ii) Dangerous and prohibited goods and Packaging post guide;
(iii) International post services guide;
(iv) Letter products and service post guide;
(v) Domestic parcels post guide;
(vi) PreSort Service guide;
(vii) Conditions of use for Postage Meters;
(viii) Print Post Service guide;
(ix) Clean Mail guide
(x) Impact Mail guide
(xi) Acquisition Mail guide
(xii) General post guide

**IATA** means the International Air Transport Association.

**infectious substance** means biological substances category B (UN3373) under Division 6.2 of the IATA Regulations.

**international carriage** means carriage between Australia and places outside Australia but not including domestic carriage.

**international postage prepaid envelope** means an envelope imprinted with the words "postage paid Australia" and "International Air Mail" or words of like effect, which is provided by Australia Post for carriage by air between Australia and places outside Australia.

**jewellery** means gems or personal ornaments, usually of precious metals used as a form of adornment and includes imitation or costume jewellery. For clarification, bullion which forms part of a piece of jewellery is not treated as bullion but as jewellery.

**large letter** means:

(a) its thickness is no greater than 20mm;
(b) its mass is not more than 500grams;
(c) its other two dimensions form a rectangle:
   (i) two of those sides are shorter than the other sides and not more than 260mm long;
   (ii) the longer sides of which are not more than 360mm long; and
   (iii) at least one dimension is larger than a standard letter
**letter mail** means articles that are small letters, large letters, articles lodged under the PreSort Letter service, Clean Mail Letter Service, Impact Mail, Acquisition Mail, postage prepaid envelopes, international postage prepaid envelopes, local delivery service or print post service.

**lodge** means to lodge a postal article with Australia Post for carriage by post as follows:
(i) placing it in a post-box;
(ii) delivering it to the holder of a community bag;
(iii) delivering it to an employee at an office;
(iv) delivering it to a mail contractor while he is in the course of his duties;
(v) delivering it to a postal delivery officer while he is in the course of his duties and provided that it is not impracticable for the postal delivery officer to accept the article;
(vi) provided however that:
   (a) where a person requires a receipt acknowledging the posting of an article that is to be sent by registered post, the article must be lodged only by delivering it to the holder of a community bag or to an employee at an office;
   (b) a cash-on-delivery article must be lodged only by delivering it to an employee at an office at which cash-on-delivery articles are received; and
   (c) an article to which the separate bag service applies must be lodged only by delivering it to an employee at an office.
(vii) an express post article, other than an express post parcel, may be lodged for carriage only if it has, where required, a signed sender’s declaration and it is either:
   (a) placed in a post-box that is marked as a box in which express post articles may be placed; or
   (b) delivered to an employee at an office specified by Australia Post as an office for the acceptance of express post articles.
(viii) an express post parcel may be lodged for carriage only by signing the sender’s declaration and delivering it to an employee at an office specified by Australia Post as an office for the acceptance of express post articles;
(ix) PreSort Letter service, Clean Mail Letter service, Impact Mail, Acquisition Mail, local delivery service, unaddressed delivery service or Print Post service articles shall be lodged only in accordance with the conditions applying to that service;
(x) an article affixed with a postage paid imprint shall be lodged by handing it to an employee at an office approved by Australia Post for the lodgment of articles affixed with postage paid imprints;
(xi) an article lodged in a private post-box shall be deemed to have been lodged at the time when it is collected by an Australia Post employee;
(xii) placing in a self service terminal;
(xiii) being collected, and then lodged, by an employee.

**money** for the purpose of payment of postage means payment by Australian currency and includes:
(i) a bank draft payable on demand drawn by or on behalf of a bank upon itself and made payable to Australia Post or to the bearer;
(ii) direct debit by electronic means of an account with a bank or other financial institution, approved by Australia Post, of the person by whom or on whose behalf that postage is payable with a corresponding credit of the amount of the postage to Australia Post or its bank account;
(iii) a credit card issued by a bank or other institution approved by Australia Post for payment of postage payable where the total amount payable is A$10 or more;
(iv) a cheque; or
(v) a traveller’s cheque.

**narcotic substance** has the same meaning as in the Customs Act 1901.
non-infectious patient specimens means specimens collected directly from humans or animals, including, but not limited to, excreta, secreta, blood and its components, tissue and tissue fluid swabs, and body parts being transported for purposes such as research, diagnosis, investigational activities, disease treatment and prevention.

office, in relation to Australia Post, means an office (in Australia or outside Australia):
(i) established by Australia Post for the supply of postal services; or
(ii) conducted by an agent of Australia Post.

official mail, means a postal article, or group of postal articles, lodged by or with the express authority of Australia Post, and endorsed with an official mail postmark created or adopted by Australia Post.

original document means in relation to the FaxPost service a document lodged at or collected and conveyed to a Fax Centre for facsimile carriage and/or delivery from that centre.

parcel means in relation to an article that is lodged for carriage in Australia, an article which has a mass and dimensions not exceeding the limits set out in clause 29 and not otherwise excluded by definition herein but does not include an article which is:
(i) an express post article;
(ii) letter mail;
(iii) a Print Post article; or
(iv) a parcel post satchel.

parcel post article means any article that is an express post container, an express post parcel, a parcel, or a parcel post satchel.

parcel post satchel means a container provided by Australia Post so named but does not include an express post container, an express post parcel or a parcel as defined in this Dictionary.

perishable food includes eggs, fish, poultry, meat, game, fruit and vegetables.

permitted dangerous good means a dangerous good permitted by clause 59 to be carried by post.

person means a legal person and includes a body politic or corporate as well as an individual.

person to person delivery means delivering personally to the addressee with the acknowledgment of delivery service used in conjunction with the registered post service.

physically offensive means in the reasonable opinion of Australia Post offensive to the physical senses or sensibilities, and includes an article which by reason of its character, quality or condition is, or in the reasonable opinion of Australia Post is likely to be, offensive.

poison, drug or medicine is a substance which is specified in any of the schedules of the current Standard for the Uniform Scheduling of Drugs and Poisons issued by the National Health and Medical Research Council.

postage, in relation to a postal article, means the amount payable for the carrying of the article by post (including any special charge or additional fee payable for special services, excluding the domestic registered post service, supplied in relation to the carrying of the article).
postage meter means a device which:
(i) is capable of applying an approved impression, indicating the value of postage or other charges relating to an article;
(ii) is capable of recording the value of an approved impression so made;
(iii) is capable of being sealed or secured in such a manner that an approved impression cannot be made without the value being recorded by a vault and unless a credit value equal to the value of the approved impression exists in the vault;
(iv) is capable of being modem reset;
(v) is capable of applying an approved impression containing a data matrix barcode;
(vi) has a printing mechanism and vault (which may be capable of being removed and separately sealed) which can be protected from tampering using Australia Post approved security standards; or
(vii) Australia Post may determine as such.

postage meter impression means an impression made by postage meter under an agreement with Australia Post.

postage stamp includes an imprinted or printed mark, label or design authorised by Australia Post for the purpose of paying postage for a postal article.

postage prepaid article means an article which is provided by Australia Post for carriage within Australia and is imprinted with the words “postage paid Australia” or words of like effect, or on which appears a postage stamp or a representation of a postage stamp.

postal and related services means the supply of postal services within Australia and between Australia and places outside Australia and any business or activity relating to postal services including:
(i) the supply of packet and parcel carrying services;
(ii) the supply of philatelic and associated services;
(iii) the supply of courier services;
(iv) the supply of electronic mail services;
(v) the supply of carriage services (within the meaning of the Telecommunications Act 1997) and content services (within the meaning of that Act);
(vi) the supply of document exchange services and contract mail management services;
(vii) the supply of mail house services (which may include, for example, the provision of a mail order service and the doing of things incidental to the provision of such a service);
(viii) the supply of funds transfer services;
(ix) the supply of postal services (including philatelic and associated services) for Norfolk Island, Christmas Island, Cocos (Keeling) Islands and foreign countries;
(x) the supply of any services other than postal services to or on behalf of the Commonwealth, the States and Territories, foreign countries and other persons; and
(xi) the manufacture of postage stamps and other goods for use in connection with postal services.

postmark includes any mark or design applied to the outer surface or address label of a postal article by Australia Post, or with Australia Post’s authority, regardless of whether the purpose of the mark, design or label is to:
(i) cancel a postage stamp or to record any details relating to the carriage of an article;
(ii) provide information;
(iii) designate an article as being official mail; or
(iv) achieve any other purpose authorised by Australia Post.

precious metals includes gold, silver and platinum.

recipient means the addressee.
recognised laboratory means a research facility or laboratory which is generally recognised by the scientific community in Australia whether situated in Australia or elsewhere.

registered post service means the service provided by Australia Post for the registration of articles on certain terms and conditions.

Regulations means Regulations made under the Act.

Related Body Corporate has the meaning set out in the Corporations Act 2001 (Cth).

return address in relation to an article, means:
(i) in the case of an article to which clause 22 applies, the address marked on the article in accordance with the agreement between Australia Post and the customer; and
(ii) in the case of any other article - the name and address of the sender of the article, legibly written or printed on the cover or wrapping of the article and either preceded by the words “If undeliverable, return to” or accompanied by wording, or written in a position, that indicates that the name and address are those of the sender.

SDR means the Special Drawing Right as defined by the International Monetary Fund.

sender, in relation to an article other than an article lodged for carriage by the FaxPost service, means the person who lodged the article or the person on whose behalf it was lodged in Australia and includes:
(i) the person named in a return address that is marked on the article;
(ii) where a return address that is marked on an article includes a post office box or locked bag or private mail bag service number but does not include a name – the holder of that post office box or the person receiving that private bag service;
(iii) where a return address that is marked on an article includes a street address but does not include a name – a person occupying the premises to which the street address relates;
(iv) where an article does not include a return address but bears an impression made by a postage meter – postage meter user (as the case dictates) whose licence number is shown in the impression;
(v) where the identity of a sender cannot be determined in accordance with paragraphs (i) to (iv) but can be clearly established from words or symbols written or printed on the cover of the article - the person whose identity is so established; and
(vi) in relation to the FaxPost service, a person by whom or on whose behalf an original document is lodged or a person from whom or on whose behalf an original document is collected for carriage by the FaxPost service.

service means a postal or related service.

special service means a service provided by Australia Post which is supplementary to the carriage of an article by post.

standard article means a standard postal article as defined in the Act as amended and may be referred to as a standard letter.

standard letter means a standard article.

underpaid article means an article on, or in respect of which no postage, or deficient postage, has been paid.

UPU means the Universal Postal Union.
washed stamps includes stamps which have been previously used in the carriage of an article by Australia Post whether cancelled or otherwise.
# PART A – GENERAL POSTAL SERVICES

## PRELIMINARY

### 1 Introduction

1.1 Unless Australia Post and a customer have a separate written agreement on terms and conditions for any service, these Australia Post Terms and Conditions exclusively set out the rights and obligations between Australia Post and the customer.

1.2 In consideration of Australia Post agreeing to provide postal and/or related services to the customer, the customer agrees to comply with these Australia Post Terms and Conditions.

1.3 Where Australia Post and a customer reach any separate Agreement concerning the terms and conditions upon which any service will be supplied to a customer, and where the separate agreement states that these terms and conditions will be incorporated into that Agreement, these terms and conditions apply to the extent that they are not inconsistent with any provisions of the Agreement.

1.4 Australia Post provides special services supplementary to the standard postal services contained in the body of these Australia Post Terms and Conditions, the terms and conditions of which are set out in the schedules hereto, and where the customer applies for a special service without written agreement, then the terms and conditions contained in the schedule shall apply to the provision of that special service to the customer as if a written agreement had been entered into.

### 2 Interpretation

2.1 In these Terms and Conditions, unless the contrary intention appears herein or in the Dictionary of these terms and conditions:

2.1.1 words used shall have the meaning ascribed thereto in the Act;

2.1.2 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

2.1.3 words importing a gender include any other gender; and

2.1.4 words in the singular number include the plural and words in the plural number include the singular.

### 3 Variation

These terms and conditions may be varied or added to from time to time by Australia Post and the current version will be available at auspost.com.au.

### 4 Carriage of mail and subcontracting

4.1 Australia Post may at its absolute discretion and subject to any other provision contained herein, carry postal articles by the most convenient method subject to the operational requirements of Australia Post and may subcontract such carriage at its absolute discretion.
5 Right of refusal

5.1 To the extent permitted by the Act, Australia Post is not a common carrier and reserves the right to refuse to provide postal and related services to any customer or to accept articles of any particular class, character or nature whatsoever at its sole discretion.

6 Governing law

6.1 These Terms and Conditions are governed by the laws of Victoria.

7 Customer obligations

7.1 The customer must pay postage and all other fees related to the postal and related services calculated in accordance with the rates and charges published by Australia Post from time to time, for the supply by Australia Post of postal and related services to, or at the direction of, the customer, and the customer warrants that if the customer acts, or purports to act, as agent for another person that the customer has the authority of that other person to so act.

7.2 The customer must comply with the correct addressing standards specified in Appendix 1.

7.3 The customer who is the addressee of an article addressed to a residential premises, must provide a receptacle which in the reasonable opinion of Australia Post, is easily accessible and of sufficient size for the purpose of receipt of the anticipated volume of standard letters which pursuant to these terms and conditions may be delivered at that residential premises.

7.4 Where a customer fails to comply with his obligations under this clause Australia Post may in its absolute discretion refuse to provide the service.

PAYMENT OF POSTAGE

8 Postage payable by postage stamps

8.1 Unless otherwise provided in the Act or these terms and conditions or any other agreement entered into between Australia Post and the customer, the postage payable on the carriage of an article shall be payable by:

8.1.1 for articles lodged for domestic carriage, affixing uncancelled postage stamps to the article: or

8.1.2 for articles lodged in Australia for international carriage, affixing uncancelled postage stamps, other than concession postage stamps, bearing the words "International Post" to the article or alternatively where the words "International Post" do not appear by affixing uncancelled postage stamps equivalent to 110% of the postage payable on the article.

8.2 A postage stamp affixed to an article in accordance with clause 8.1 must be capable of being cancelled and if any such postage stamp is not capable of being cancelled the article shall be deemed to be an "underpaid article".

8.3 For the purposes of clause 8.1 a postage stamp shall be deemed to have been affixed to an article when a postage meter impression is impressed on or affixed to the article.
9 Postage payable by prepaid imprint

9.1 A person lodging an article for carriage by post shall not use a postage paid imprint unless the imprint complies with the terms and conditions of the Australia Post Postage Paid Imprint Service.

9.2 Postage indicated by a postage prepaid imprint, mark, label or design authorised by Australia Post for the purpose of prepaying postage, printed or impressed on a product sold by Australia Post shall be valid only for payment of postage on the product on which it was originally printed or impressed.

9.3 Postage indicated by a postage prepaid imprint, mark, label or design authorised by Australia Post for the purpose of prepaying postage shall be valid only for payment of postage for the service indicated on the article upon which it appears.

10 Postage payable in money

10.1 Except where a person has a charge account postage on an article that is lodged for carriage by post by the PreSort Letter service or the print post service shall be paid in money and the article shall be affixed with a postage paid imprint or a postage meter impression.

10.2 Where there is a single lodgment of articles for carriage by post, otherwise than under clause 10.1, and the office of lodgment issues an adhesive "Postage Paid Australia" label for affixing to each article in the lodgment, postage shall be paid in money only.

10.3 Postage on an express post envelope or container lodged for carriage by the express post service shall be indicated by means of an individually numbered and intact barcode label affixed to the article, and shall be paid in money.

10.4 Where there is a single lodgment of articles for carriage by post, otherwise than:

10.4.1 under clause 10.1; and
10.4.2 for carriage by the electronic mail services,
and the office of lodgment does not issue an adhesive "Postage Paid Australia" label for affixing to each article in the lodgment and, further, the articles are arranged in a manner approved by the office of lodgment, postage may be paid in money or by postage stamps.

10.5 Postage payable by the addressee of an article that is carried by

10.5.1 the reply paid service;
10.5.2 the international reply paid service;
10.5.3 the key return service; or
10.5.4 in pursuance of any other authorised arrangement, may be paid in money or by postage stamps.

10.6 Where a person is permitted or required by this clause to pay postage in money, the person may apply to Australia Post for approval to charge postage to a charge account.

10.7 Except where postage is provided to an authorised onseller, where a person charges postage to a charge account and:

10.7.1 Australia Post has issued a statement of the charge account;
10.7.2 a **person** pays the amount stated in the statement within five days after the date of issue of the statement; and

10.7.3 no payment or other **postage** charged to that account was overdue when the payment referred to in clause 10.7.2 was made,

that **person** shall be entitled to a rebate in respect of the amount stated on the statement at a rate determined by **Australia Post** for that purpose to be credited to the account of that person at the end of the next succeeding month.

10.8 Notwithstanding any other provision in this clause, payment may be made only in **money** at an **office** approved by **Australia Post** for that purpose provided, however, that an **Australia Post** employee may refuse to accept payment of **postage** by means other than **bank notes** and **coins** in his absolute discretion and without giving any reason for such refusal, and no liability will accrue to **Australia Post** for any loss or damage arising as a result of the refusal of the **employee**.

11 Postage payable on return of opened articles

11.1 Unless the original **sender** of an **article** has entered into an **agreement** with **Australia Post** guaranteeing payment of **postage** for return of opened articles the postage in respect of such return shall be payable by the **person** who **lodged** it for return to the original **sender**.

12 Postage payable on alternatively delivered articles

12.1 An **alternatively delivered article** shall not be **lodged** for carriage by **Australia Post** unless it has the **postage** payable under clause 7, affixed.

12.2 An **alternatively delivered article** **lodged** with **Australia Post** in contravention of clause 12.1 shall be destroyed or otherwise disposed of as **Australia Post** sees fit.

13 Postage prepaid articles

13.1 **Australia Post** may provide **postage prepaid articles** which have a postage prepaid imprint or a representation of a **postage stamp** printed or impressed on them.

13.2 The price of **postage prepaid articles** shall be as determined by **Australia Post**.

13.3 **Postage prepaid articles** shall comply with the conditions for carriage of such articles as determined by **Australia Post**.

13.4 For the purpose of these Terms and Conditions, the amount paid as **postage** on an **Australia Post** prepaid product shall be deemed to be the amount that would have been payable on the article if it had not been impressed with a postage prepaid imprint. For the purposes of this clause, "Australia Post prepaid product" shall mean those products which are printed or impressed with an imprint to the effect "Postage Prepaid".

13.5 **Postage prepaid articles** which do not comply with the conditions for carriage shall be carried at a rate of **postage** applicable to the article at the time of lodgment. In assessing the applicable rate of postage, a credit shall be given for postage prepaid on the article which shall be an amount equivalent to the purchase price of a single like article at the time of lodgment. Where the amount credited is less than the applicable rate of postage the difference shall be affixed to the article by **postage stamps**.
13.6 A postage prepaid envelope may be carried by the registered post service subject to compliance with the terms and conditions applicable to the provision of that service.

14 Person responsible for payment of postage

14.1 Unless otherwise provided in these terms and conditions the postage payable on the carriage of an article by post shall be paid by the person lodging the article.

14.2 The postage payable on an article carried by post under the reply paid, international reply paid or key return services shall be paid by the addressee.

14.3 Where an article is returned to its sender pursuant to clause 26 any postage payable on its return shall be paid by that sender.

14.4 Where an article is lodged for further carriage pursuant to clause 21 any postage payable on its further carriage under that clause may be paid by the person lodging it for that carriage and shall, where it has not been paid by that person at the time of lodgment, be paid by the addressee of the article.

14.5 Where an article has been redirected before delivery pursuant to clause 20 any postage payable on its redirection under that clause shall be paid by its addressee.

14.6 Where an article, other than a postage prepaid envelope, is lodged for carriage by the cash-on-delivery service and the sender requests at the time of lodgment of the article that the postage payable on it shall be paid by the addressee, the postage is payable by the addressee, but if the article is unclaimed or refused by or undeliverable to the addressee, the postage shall be payable by the sender.

14.7 Where postage that is required to be paid by a person under this clause has not been paid in accordance with clause 15 it shall be paid by the person, and at the time, prescribed by clause 28.

15 The time at which postage is to be paid

15.1 Unless otherwise provided in these terms and conditions the postage payable on the carriage by post of an article shall be paid at or before the time the article is lodged.

15.2 Subject to clause 28, where postage is payable by:

   15.2.1 the addressee of an article;

   15.2.2 the sender of an article in respect of its return to the sender;

   15.2.3 any other person with whom Australia Post has entered into an arrangement, the postage shall be paid at or before the time the article is delivered.

15.3 Postage shall be deemed to have been paid when it is debited to a charge account.

15.4 For the purposes of this clause, where an article is delivered to an addressee accompanied by a requirement that the addressee pay postage on the article by affixing postage stamps or a postage meter impression to a card and returning the card to Australia Post, the postage shall, if the requirement is duly complied with, be deemed to have been paid at the time the article was delivered.
DELIVERY ISSUES

16 Australia Post obligations

16.1 Australia Post will use its best endeavours to deliver articles in accordance with these terms and conditions and Appendix 2.

16.2 Notwithstanding clause 16.1, where an article is lodged for carriage and that article does not comply with these terms and conditions Australia Post is not obliged to deliver that article and lodgment shall in no way constitute acceptance of the article for carriage by Australia Post.

17 Articles "in dispute"

17.1 Where a person claims:

17.1.1 to be the addressee of an article; and

17.1.2 that he may not receive the article if delivered according to these terms and conditions and Appendix 2,

17.1.3 that person may notify Australia Post accordingly at the office from which the article would in the normal course of carriage be delivered or redirected.

17.2 On receipt of a notice given under clause 17.1 Australia Post may:

17.2.1 if in its reasonable opinion that person is the addressee, deliver the article to that person; or

17.2.2 if Australia Post is not reasonably satisfied that, that person is the addressee Australia Post may at its absolute discretion either:

(i) deliver the article to the person who is the addressee in accordance with these terms and conditions; or

(ii) mark the article "in dispute" and treat it as being undeliverable to its addressee.

18 Return of articles before delivery

18.1 A person who has lodged an article other than an express post article may apply to Australia Post to have the article withheld from delivery and returned to him.

18.2 An application under clause 18.1 shall be made in writing, describe the article and be accompanied by the application fee determined by Australia Post for that purpose and shall state the contents of the article and the applicant's reasons for requiring its return.

18.3 The applicant shall undertake to pay to Australia Post any costs incurred by Australia Post in sending messages by telephone or an electronic mail services in connection with the withholding and return of the article and, in the case of a parcel or a parcel post satchel, the postage payable on the carriage of the article from the office at which it is intercepted to the applicant.

18.4 No article, other than a parcel or a parcel post satchel, shall be returned to an applicant under this clause unless an authorised person determines –

18.4.1 that the applicant is the sender of the article and that:
(i) in the reasonable opinion of Australia Post there are special reasons for permitting the article to be withdrawn and returned; or

(ii) the person to whom the article is addressed has consented to its return.

18.5 Neither the fee paid pursuant to clause 18.2 nor the costs incurred by the applicant pursuant to clause 18.3 shall be refunded or remitted in the event of an article being delivered before it can be withdrawn from delivery.

18.6 A parcel or a parcel post satchel may not be withheld from delivery after it has been made up for carriage outside Australia.

18.7 Nothing in this clause requires Australia Post to return an article after lodgement and before delivery when Australia Post forms the reasonable opinion that it may not be able to locate the article or that any attempt to locate the article would cause operational difficulties.

19 Inquiries concerning non-delivery

19.1 Australia Post may, in its absolute discretion, make an investigation of the alleged non-delivery of an article if:

19.1.1 the applicant is able to provide a description of the article and of the method of lodgment which, in the reasonable opinion of Australia Post, are sufficient to enable inquiries to be made;

19.1.2 the application is made after the time when the article would have been delivered in the normal course of post; and

19.1.3 the application is made within 6 months after lodgment and, in the case of a registered article, article covered under Extra Cover or an express post parcel, is accompanied by the official receipt postmarked and issued at the time of lodgment.

20 Redirection before delivery

20.1 A redirection before delivery service and a holding service is provided by Australia Post and is subject to the terms and conditions applicable to that service at the time of the application.

21 Redirection after delivery

21.1 Subject to clause 22, where Australia Post has delivered a postal article and the addressee no longer receives articles so delivered by reason of his or her temporary or permanent change of address, any person receiving the article may:

21.1.1 redirect it to the addressee by altering the direction on the article and lodging it for further carriage in accordance with these terms and conditions; or

21.1.2 endorse it “Left address” or words of similar meaning and lodge it with Australia Post.

21.2 No article that has been carried by registered post shall be lodged pursuant to clause 21.1.1 otherwise than for further carriage by registered post.

21.3 Where an article lodged pursuant to clause 21.1.1 appears to have been opened and tampered with before it was so lodged, postage shall be payable on the further carriage of the article as if it were an original carriage from the office at which it was so lodged to the place of delivery.
21.4 Subject to clause 21.3, where an article lodged pursuant to clause 21.1.1:

21.4.1 is a parcel post article, an express post container or an express post parcel; and

21.4.2 its further carriage would entail carriage from the office at which it is so lodged to another office for delivery,

the amount payable for further carriage of the article shall be limited to the postage as if the article were being carried as an original article and shall exclude any registration or Extra Cover fee otherwise payable on such carriage.

21.5 Subject to clauses 21.3 and 21.4, no postage is payable on a further carriage effected pursuant to this clause.

22 Sender's prohibition on redirection

22.1 Articles may be redirected unless the sender and Australia Post have entered into an agreement whereby Australia Post has agreed to permit the sender to prohibit redirection.

23 Unclaimed articles

23.1 Where an article is addressed for delivery:

23.1.1 at an office; or

23.1.2 to an addressee at a hotel or other accommodation establishment, other than the proprietor, an employee, or a member of the family of the proprietor or an employee of that establishment,

and has not been claimed by the addressee within 30 days after the date on which the article is delivered to that office or establishment, the article shall be treated as an article unclaimed by its addressee.

23.2 The proprietor of an establishment shall return any article unclaimed by its addressee to an office of Australia Post.

24 Undeliverable articles

24.1 Unless otherwise agreed between Australia Post and the customer, an article may be deemed undeliverable if:

24.1.1 in the reasonable opinion of Australia Post it does not bear an address sufficient for delivery; and

24.1.2 it is endorsed, or is otherwise known to Australia Post, that the addressee is unknown or does not receive articles at the address on the article; or

24.1.3 there are no receptacles or facilities for receipt of the article or the receptacle or facilities provided are, in the reasonable opinion of Australia Post, inadequate.

24.2 An article lodged for international carriage is deemed undeliverable if it is not lodged with the required documents including but not limited to a consignment note, air bill, customs declaration or dangerous goods declaration.

24.3 An article addressed to an office for delivery is deemed undeliverable unless addressed:
24.3.1 through a post office box, locked bag or private mail bag;
24.3.2 as a parcel post article or an article carried by the cash-on-delivery service;
24.3.3 to a visitor or tourist who has been resident in the area served by the office for less than 6 months;
24.3.4 to an addressee who has been given prior permission by Australia Post to have articles addressed to him at that office; or
24.3.5 to an addressee resident in an area to which delivery is not provided.

24.4 Where the address on an article addressed for delivery pursuant to clauses 24.3.2, 24.3.3 or 24.3.4 does not include:
24.4.1 the family name of the addressee; and
24.4.2 either the given name of the addressee or the initial letter of that name, Australia Post may treat the article as undeliverable.

25 Refused articles

25.1 Where in the reasonable opinion of Australia Post an addressee has declined to accept delivery of an article or where an article has been placed in a box or bag in which the addressee usually receives articles and is subsequently returned to Australia Post endorsed with an indication that the addressee has declined to accept delivery of the article, the article shall be deemed to be refused by its addressee.

26 Method of dealing with unclaimed etc. articles

26.1 Subject to clauses 26.3 and 28, where an article is unclaimed, refused by, or undeliverable to, its addressee, the article shall:
26.1.1 if it has a return address be delivered to that address;
26.1.2 if it has no return address and it has been opened pursuant to the Act; and
   (i) if, in the reasonable opinion of Australia Post, the correct address of the addressee of the article has been ascertained – be delivered to that address; or
   (ii) if the correct address of the addressee has not been so ascertained, but the address of the sender has been ascertained – be returned to the sender; and
26.1.3 in any other case - be treated as an undeliverable article and dealt with in accordance with clause 27.

26.2 Where delivery of an article is attempted pursuant to clause 26.1 and the article is unclaimed or refused by, or undeliverable to, the person to whom it is so directed, it shall be treated as an undeliverable article and dealt with in accordance with clause 27.

26.3 Where a parcel post article, an express post container or an express post parcel is returned to its sender pursuant to this clause and its return entails its carriage from the office at which it was held for delivery to another office, postage is payable on that carriage as if it were an original carriage between the office at which it was held for delivery and the return address of the sender.
### 27 Disposal of undeliverable articles

27.1 An undeliverable article may be disposed of by Australia Post as follows:

27.1.1 in compliance with any court order;

27.1.2 if the carriage of the article is prohibited and the article and its contents have been forfeited to the Commonwealth under the Act, and/or if the article constitutes, or is reasonably believed to constitute, evidence of a criminal offence, by providing the article to the appropriate police force, customs service, prosecuting authority or commission of inquiry, as the case may be, provided, however, that nothing requires Australia Post to so provide the article where in Australia Post's reasonable opinion the article will not be accepted; or

27.1.3 if the article is not disposed of in accordance with clauses 27.1.1 or 27.1.2, then the article may be sold, destroyed or otherwise disposed of, in such a manner as Australia Post deems fit. If the article is sold, the sale proceeds, less any costs incurred by Australia Post associated with the sale, shall be paid either into Australia Post's Unclaimed Money Fund or to such charitable fund as Australia Post may select at its absolute discretion, including a charitable fund established by Australia Post or a Related Body Corporate of Australia Post.

### 28 Recovery of postage on underpaid articles

28.1 Subject to clause 28.4 where an underpaid article is detected in the course of carriage and the sender can be identified without opening the article, Australia Post may endorse the article to the effect that deficient postage is to be claimed from the sender and carry the article for delivery as a fully paid article.

28.2 Where an article is carried pursuant to clause 28.1, Australia Post may deliver a written notice to the sender requiring payment of the amount of the deficient postage and the amount of the service fee determined for the purpose of this clause.

28.3 Where an underpaid article is detected during the course of carriage and the sender of the article cannot be identified without opening the article, the article shall:

28.3.1 if it appears to have been lodged by being handed to an employee at an office, be carried for delivery as a fully paid article; or

28.3.2 it does not appear to have been so lodged, be endorsed with an indication of the amount of the deficient postage and the amount of the service fee determined by Australia Post for the purpose of this clause and shall, subject to clause 28.6, be delivered to the addressee with the written request that the addressee either pay the endorsed amount in the manner specified in the request or mark the article as being refused and return it to Australia Post.

28.4 Where an underpaid article is detected in the post and:

28.4.1 The sender regularly lodges underpaid articles; or

28.4.2 Australia Post has reason to believe that the article was underpaid by the sender with the intention of evading postage known to be payable on the article,

Australia Post may withhold the article from further carriage and may deliver a written notice to the sender or addressee requiring payment of the amount of deficient postage and any service fee determined by Australia Post for the purpose of this clause before the carriage of the article is continued.
28.5 Where the sender of an article has not, within seven days after receipt of the notice delivered to him pursuant to clause 28.4 with respect to the article, complied with that notice, Australia Post may treat the article as an undeliverable article.

28.6 Where the addressee of an underpaid article either:

28.6.1 Returns the article to Australia Post as a refused article; or

28.6.2 fails to pay the amounts owing on the article within seven days after receipt of the notice delivered in respect of the article pursuant to clause 28.4

Australia Post may treat the article as undeliverable to its addressee and where Australia Post can identify the sender in accordance with the Act, Australia Post may return it to the sender on payment by them of the endorsed amounts in the manner described in clauses 28.2 or 28.4.

28.7 Notwithstanding anything contained in this clause there shall be no obligation upon Australia Post to carry an article;

28.7.1 Upon which no postage has been paid; or

28.7.2 where the article is lodged for international carriage, and the article is underpaid,

and Australia Post may at its discretion either treat the article as underpaid and deal with it in accordance with this clause or deem the article to be undeliverable.

DISCRETIONARY CARRIAGE

29 Articles which have irregular dimensions or which are overweight

29.1 Australia Post may refuse, in its absolute discretion, to carry an article if in the reasonable opinion of Australia Post the article weighs more than 22 kilograms; or if it is a parcel:

29.1.1 the parcel either exceeds 105 centimetres in length or the girth exceeds 140 centimetres; and

29.1.2 two dimensions (length, width or breadth or in the case of a cylindrical article, length and diameter) are each less than 5 centimetres.

29.2 If Australia Post accepts an article referred to in clause 29.1 for carriage it may make such terms and conditions in relation to the article’s carriage and may charge such fee, in addition to any postage, which might otherwise be payable, as it deems appropriate.

30 Articles which may hinder effective carriage or which have improper postal information

30.1 Australia Post may refuse, in its absolute discretion, to carry an article if –

30.1.1 any postage required to be affixed to the article is affixed elsewhere than in the top right-hand corner of the surface on which the article is addressed or are insufficiently separated from the address to prevent it being obscured when the stamps are postmarked;

30.1.2 the article is marked with any word or symbol that is likely to delay or misdirect its carriage;

30.1.3 the article is an alternatively delivered article:
30.1.4 before being lodged, except in the course of redirection pursuant to clause 21, the envelope or wrapping on the article, or any stamps on the envelope or wrapping, have been postmarked;

30.1.5 the name and address of the person to whom the article is directed have not been:

(i) legibly written on the largest surface or on a label securely attached on the largest surface of the article so as to run parallel to the longest dimension of that surface; or

(ii) in any other case legibly written on a label that is securely attached to the article;

30.1.6 by reason of the method by which the envelope or wrapping of the article is fastened or the incompleteness of the enclosure of its contents, it is likely to interfere with or interrupt the processing of other articles;

30.1.7 the material used in the envelope or wrapping on the article is likely to cause articles to adhere to each other or to postal machinery;

30.1.8 the envelope or wrapping on the article, by reason of its colour or transparency, is likely to delay sorting;

30.1.9 the envelope or wrapping is marked off into divisions intended for the insertion of several addresses;

30.1.10 the article has affixed to or printed on the surface on which it is addressed, non-postal stamps, washed stamps, labels or designs, charity labels, other labels, designs or impressions likely to be mistaken for unused postage stamps, postage meter impressions or postmarks;

30.1.11 the envelope or wrapping of the article resembles an envelope used for the carriage of articles able to be carried by an electronic mail services or has written on it any word which might lead the addressee to believe that the article has been carried by electronic mail;

30.1.12 the envelope or wrapping of the article has affixed to or printed on the surface on which it is addressed, a label or information which states or implies that a particular Australia Post service has been used in the carriage of the article when the article has not been lodged for carriage by such a service; or

30.1.13 the envelope or wrapping of the article has affixed to or printed on the outer surface any text or image which, in Australia Post’s opinion, could be considered offensive or defamatory.
MISCELLANEOUS

31 Applying postmarks

31.1 Australia Post may apply postmarks to postal articles in the course of the post, as it determines.

31.2 Australia Post may apply a postmark which comprises or includes:

31.2.1 information of general or local interest; and or

31.2.2 advertising material on its own behalf or on behalf of another, as it determines.

31.3 An official mail postmark:

31.3.1 is a mark, label or design authorised by Australia Post for the purpose of paying postage;

31.3.2 may only be used by Australia Post, or with Australia Post’s express written authority;

31.3.3 may be applied and used at the discretion of Australia Post for the purposes of carriage of postal articles.

31.4 An envelope, other outer wrapping of any postal article, or address label, endorsed with an official mail postmark must not be used, or re-used, by any person without the express authority of Australia Post.

31.5 Any attempt to use, apply, forge or copy any official mail postmark, and/or any envelope, other outer wrapping of any postal article, or address label, endorsed with an official mail postmark, without the express authority of Australia Post, for the purpose of securing, or attempting to secure, the provision of a postal service without the due payment of postage, may be deemed to constitute a contravention of Commonwealth criminal law, and may result in a prosecution for an offence.

31.6 The provisions of the Australia Post Terms and Conditions do not apply to official mail postmark, or to any envelope, or other outer wrapping of any postal article, endorsed with an official mail postmark, except to the extent determined by Australia Post from time to time.

32 Use of private aerogrammes

32.1 No person shall lodge an aerogramme in Australia for carriage by post unless:

32.1.1 the aerogramme has been supplied by Australia Post; or

32.1.2 the aerogramme:

(i) is of a quality, colour, size, shape and format approved by Australia Post;

(ii) has a mass, when a postage stamp is affixed to it, of not more than the mass of an aerogramme supplied by Australia Post; and

(iii) has the words “Approved by Australia Post as aerogramme no.” printed on it followed by an approval number issued by Australia Post in connection with its use.
PART B – DOMESTIC POSTAL SERVICES

LETTER MAIL CARRIAGE

33 Air Mail

33.1 All letter mail, except as provided for in clause 33.2, may be carried by air transport where that carriage would expedite its delivery and it is practical to do so.

33.2 Letter mail lodged for carriage by the following services is not required to be carried by air transport:

   33.2.1 PreSort Letter service when carried at offpeak delivery times;
   33.2.2 local delivery service for letter mail; or
   33.2.3 unaddressed delivery service.

PHILATELIC

34 Philatelic sales and services

34.1 Australia Post may from time to time designate offices, or counters in offices, as philatelic sections from which any philatelic materials or services provided by Australia Post may be obtained.

34.2 Stamps will be sold by Australia Post without regard to differences in the designs or issues of particular denominations, except at philatelic sections.

34.3 Australia Post may from time to time limit the quantities of stamps of a particular design or issue that may be purchased by each purchaser from philatelic sections.

34.4 Philatelic materials and services may be obtained by post from such philatelic sections and in accordance with such conditions as Australia Post may from time to time publish.

34.5 Australia Post may publish dates before or after which stamps of any design or issue shall not be sold and may vary any date so published.

35 Overseas philatelic services

35.1 Philatelic materials issued by postal administrations of Territories and overseas countries may be sold by Australia Post at philatelic sections in accordance with arrangements made between Australia Post and those administrations.

35.2 Philatelic materials and stamps issued by Australia Post and may, subject to any arrangement referred to in clause 35.1, by other postal administrations, be sold overseas by postal administrations and other agents appointed by Australia Post for that purpose.

36 Philatelic postmarking

36.1 Subject to clauses 36.2 and 36.7, where stamps are sold by Australia Post from philatelic sections, they shall be sold at face value.

36.2 Where stamps sold by Australia Post from philatelic sections are:

   36.2.1 specially packed; or
36.2.2 affixed to envelopes or other wrappings, a charge may be made by Australia Post for the pack or wrapping in addition to the face value of the stamp.

36.3 Where a person who purchases a stamp from a philatelic section for a value equivalent to or greater than the postage payable on a standard article, requests at the time of purchase that the stamp be lightly postmarked, that postmarking shall, if made, be made without charge.

36.4 A stamp postmarked pursuant to clause 36.3 may be unaffixed, affixed to an envelope or wrapping pursuant to clause 36.2.2 or affixed to an envelope or wrapping provided by the purchaser.

36.5 Where a stamp has been postmarked pursuant to clause 36.3 and delivered by Australia Post to a purchaser, or at the purchaser's direction, that stamp is not valid for the payment of postage.

36.6 A person who requests Australia Post to affix a stamp that has been purchased from a philatelic section to an article provided by him shall pay to Australia Post the charge determined by Australia Post for that purpose.

36.7 Australia Post may from time to time decide that particular stamps issued by Australia Post may be:

36.7.1 overprinted by indelibly marking the surface of each stamp with the word "specimen" which may be displayed in one or more than one form of type face;

36.7.2 specially packed or affixed to envelopes or other wrappings;

36.7.3 made available for sale, either individually or in sets, at philatelic sections; and

36.7.4 sold at such composite charge as Australia Post may determine for the stamps and the packs or envelopes with them.

36.8 Where a stamp has been obliterated pursuant to clause 36.7.1, that stamp or any stamp in a set made up for sale in a pack or affixed to an envelope, shall not be valid for the payment of postage.

EXPRESS POST

37 Express Post – General

37.1 An article may be lodged in an Express Post envelope, Express Post container, or an Express Post Platinum container supplied by Australia Post or as an Express Post parcel or Express Post Platinum parcel for carriage by the Express Post service.

37.2 Where an article lodged pursuant to clause 37.1 does not comply with conditions applicable at the time of lodgement as published by Australia Post delivery will not be guaranteed in accordance with clause 39.1.

37.3 Express Post envelopes may be used only for the carriage of documents.

38 Express Post – Rates of postage

38.1 Postage payable for the carriage of an Express Post envelope, Express Post container or Express Post Platinum container shall be at the rates determined by Australia Post for carriage by the Express Post service at the time the Express Post envelope, Express Post container or Express Post Platinum container was purchased.
38.2 Postage payable for the carriage of an Express Post parcel or Express Post Platinum parcel shall be calculated in accordance with the Express Post parcel rates determined by Australia Post.

38.3 When, on lodgement of the article, the barcoded strip which indicates postage is no longer intact or has been tampered with, postage at the prevailing rate shall be due on the Express Post envelope, Express Post container or Express Post Platinum container and no account shall be taken for any amount of prepaid postage.

38.4 An Express Post article which does not comply with the conditions for carriage of the Express Post service shall be carried at a rate of postage applicable to the article at the time of lodgment. In assessing the applicable rate of postage, a credit shall be given for postage prepaid on the article which shall be an amount equivalent to the purchase price of a single like article at the time of lodgment. Where the amount credited is less than the applicable rate of postage, the difference shall be affixed to the article by postage stamp.

39 Express Post – Service standards

39.1 Australia Post guarantees delivery of Express Post articles within specified times between specified places, when the article is lodged for carriage within Australia by the specified posting times published by Australia Post.

39.2 An article that is lodged for carriage by the Express Post service between places where either or both of which have not been specified in accordance with clause 39.1, shall receive priority handling throughout its carriage but shall not be guaranteed delivery within a specified time.

39.3 Except for postage rates specified in clause 38, an Express Post article shall be governed by the conditions of the Express Post service prevailing at the time of lodgment and not those conditions prevailing at the time the Express Post article was purchased.

39.4 Delivery shall not be guaranteed by Australia Post under clause 39.1 and the article may be deemed undeliverable and returned to the sender where:

39.4.1 non-delivery or delivery is caused by events beyond the control of Australia Post including, without limitation, strikes, industrial disputes, labour unrest, natural disasters, Acts of God, floods, fires, weather conditions, war, civil unrest, an incorrectly addressed article or if the article is an Express Post Platinum container, or parcel the premises are unattended or there is no person present to whom the article can be delivered in accordance with these terms and conditions; or

39.4.2 the addressee has requested a redirection of articles before delivery by the Redirection Service or otherwise.

39A Delivery signature

39A.1 Australia Post shall obtain a signature from the person to whom an Express Post Platinum container or parcel is delivered.

39B Express Post – Additional services

39B1 The Express Post Platinum service provides compensation on the article in the sum of $100 and the cost of this is included in the fee for the service. Additional compensation cover up to $5000 may be purchased under the Extra Cover service.
The terms and conditions are those that apply to the Extra Cover service provided by Australia Post.

39B.2 The Extra Cover service and the compensation in the sum of $100 does not apply to an express post article. Australia Post’s liability is limited as provided for in clause 10 ‘Limitation of Liability Release and Indemnity’ of the Domestic Registered Post Service Terms and Conditions in Schedule 10A.

40 Express Post – Failure to meet service standards

40.1 Where an Express Post article is not delivered within a time specified by Australia Post for that delivery and the provisions of clauses 40.2 and 40.3 have been satisfied, Australia Post will provide to the customer a replacement Express Post envelope or Express Post container or an Express Post Platinum container or the postage paid on the carriage of an Express Post parcel or an Express Post Platinum parcel will be refunded to the person who paid it.

40.2 A customer wishing to claim an entitlement under clause 40.1 must produce to an office:

40.2.1 the barcoded strip endorsed “sender to keep”; or

40.2.2 the posting receipt.

40.3 Australia Post is not liable for the guarantee under clause 40.1 unless:

40.3.1 postage has been paid for the carriage of an article by the Express Post service;

40.3.2 the article was lodged by the specified posting time in accordance with the specified lodgment conditions;

40.3.3 the article is not excluded from guaranteed delivery by clause 39.2;

40.3.4 the failure to deliver the article within the specified time was not caused by events beyond the control of Australia Post as set out in clause 39.4; or

40.3.5 the sender was not alerted to the possibility that the article might not be delivered as guaranteed by either:

(i) a notice displayed on the post-box or at the office at which the article was lodged; or

(ii) other public announcement or advertisement given to the public at large or to those members of the public potentially affected.

40.4 The provision of a replacement Express Post envelope or container or the refund of postage on an Express Post parcel or Express Post Platinum parcel under clause 40.1 shall be additional to any compensation which may be payable under clause 70 for lost or damaged articles.
MISCELLANEOUS

41 Seasonal greeting cards

41.1 A seasonal greeting card shall be carried at the rate of postage determined by Australia Post and shall be subject to such conditions as Australia Post may from time to time determine including (but not limited to):

41.1.1 limiting the period in which seasonal greeting cards may be lodged and carried;
41.1.2 limiting the dimensions and mass of a seasonal greeting card to being no greater than a standard article, and
41.1.3 requiring the envelope in which the seasonal greeting card is enclosed, to be endorsed "CARD ONLY".

42 Sale of stationery

42.1 This clause does not apply to postage prepaid envelopes, parcel post satchels, Express Post articles and international postage prepaid envelopes.

42.2 Stationery, postage prepaid products and packing and wrapping materials may be sold at such offices and on such conditions as Australia Post may publish.

42.3 Subject to clause 42.4, an item sold under clause 42.2 may have postage included in its purchase price.

42.4 Where postage is included in the purchase price of an item sold under this clause, it shall be indicated by:

42.4.1 a postage stamp, representation of a postage stamp or combination of a postage stamp and representation of a postage stamp affixed to or printed or impressed on the item; or

42.4.2 a postage prepaid imprint printed or impressed on the item.

42.5 For the purposes of clause 42.4.1, the price determined by Australia Post for the sale of the item shall include the amount indicated by:

42.5.1 the postage stamp; and/or

42.5.2 any representation of a postage stamp on the item.

42.6 For the purposes of clause 42.4.2, the price determined by Australia Post for the sale of the item shall include the amount payable for the postal carriage of the item, as provided in clause 12.

43 Key return service

43.1 Where:

43.1.1 the proprietor of a hotel, motel or other accommodation establishment in Australia;

43.1.2 the proprietor of an organisation in Australia which offers, to members of the public, a service for the return of lost keys; or

43.1.3 any other person.
has printed or inscribed the information specified in clause 43.2 on a key, or on a tag to be attached to a key, that proprietor or person shall be deemed to have undertaken to pay postage in accordance with clause 43.4.

43.2 The information specified in this subclause is:

43.2.1 the words “postage will be paid on delivery to”;

43.2.2 the name of the proprietor or the establishment and the address of the establishment referred to in clause 43.1.1;

43.2.3 the name of the proprietor of the organisation and the address of the organisation referred to in clause 43.1.2; or

43.2.4 the name and address of the person referred to in clause 43.1.3.

43.3 At least some part of a key and tag combination that is made up for carriage as a key return article shall project not less than 6 millimetres above a flat surface, no matter how the combination is placed on the surface.

43.4 Where a key referred to in this clause has been lodged in Australia and is not enclosed in an envelope or other wrapping, it shall be carried by ordinary post and delivered to the proprietor or other person on payment of the postage determined by Australia Post for that purpose.

44 Articles for the blind service

44.1 Australia Post shall provide an articles for the blind service for the carriage by post, other than by electronic mail services, of:

44.1.1 Braille postal articles;

44.1.2 Moon postal articles; and

44.1.3 postal articles containing:

(i) aids for the teaching of Braille to the blind;

(ii) plates for embossing literature for the blind;

(iii) special paper, on which Braille or Moon characters may be embossed or typed, intended solely for the use of the blind; or

(iv) any form of speech recording for the use of the blind;

and weighing not more than seven kilograms.

44.2 A postal article shall not be carried by the articles for the blind service unless:

44.2.1 the article is sent by, or addressed to, a blind person or an institution or organisation recognised by Australia Post as an institution or organisation which is both organised and operated for the primary purpose of serving the need of the blind;

44.2.2 the envelope, wrapping or other cover of the article is left unsealed allowing for postal inspection; and

44.2.3 the words "Material for the use of the blind" or similar words, and the name and address of the sender, appear on the outside of the envelope, wrapping or other cover of the article.

44.3 Australia Post shall determine the rates of postage for any postal article lodged for carriage by the articles for the blind service.
44A Medical / Educational remote area parcel service

44A.1 Australia Post shall provide a medical/educational remote area parcel service for carriage by post of parcels that:

44A.1.1. Are lodged to or from specified locations designated by Australia Post from time to time, as remote for the purpose of the medical/educational remote area parcels service;

44A.1.2. Are lodged by eligible senders or to eligible addressees;

44A.1.3. Weigh no more than 5kg;

44A.1.4. Display on the face of the article sufficient information establishing, to the satisfaction of Australia Post, the eligibility of the sender or the addressee;

44A.1.5. Contain eligible contents; and

44A.1.6. Comply in all other respects with the Australia Post Terms and Conditions in relation to the carriage of postal articles.

44A.2 For the purpose of the educational remote parcel service:

44A.2.1. Eligible contents means printed, written or electronic media specifically for the purpose of a course of study recognised by Australia Post, provided by an educational institution; and

44A.2.2. Eligible person means an educational institution or private tutor recognised by Australia Post as a service provider for the recognised course of study referred to in clause 44A.2.1.

44A.3 For the purpose of the medical remote parcel service:

44A.3.1. Eligible contents means:

(i) a poison, drug or medicine and non-prescription (pharmacy) medicines or other medical supplies prescribed for therapeutic purposes by a qualified medical practitioner and;

(ii) prescribed optical and dental products,

but does not mean dietary supplements, alternative / complementary / herbal remedies, or vitamins; veterinary supplies, non-prescription glasses and optometrist products, non-prescription dental products, or nappies, and

44A.3.2. Eligible person means a registered medical practitioner, practising ophthalmologist, optometrist, optician, dentist, or a retailer or wholesaler of medicines and medical supplies.

44A.4 Australia Post shall determine the rates of postage for any postal article lodged for carriage by the medical/educational remote area parcel service.
44B Concession postage stamps

44B.1 Concession postage stamps shall be available for purchase by eligible concession card holders for use on letter services within Australia only, subject to such conditions as published by Australia Post from time to time including (but not limited to):

44B.1.1 the cost and value of such concession postage stamps;

44B.1.2 limiting the type of concession card holders eligible to purchase concession postage stamps;

44B.1.3 limiting the number of concession postage stamps able to be purchased by a concession card holder over a specified period of time.
PART C – INTERNATIONAL POSTAL SERVICES

PRELIMINARY

45 Interpretation

45.1 A word or expression used in this Part shall, unless the contrary intention appears herein or in the dictionary hereto, have the same meaning as in the Universal Postal Union’s Universal Postal Convention.

45.2 For the purposes of this Part, a place in an external Territory shall be deemed not to be a place outside Australia.

46 Applicability of these Terms and Conditions to overseas mail

46.1 The provisions of this Part shall apply to:

46.1.1 articles lodged in Australia for carriage to a place outside Australia; and

46.1.2 articles received in Australia from a place outside Australia for delivery in Australia,

except to the extent that those provisions are inconsistent with a provision of any convention that impose obligations on Australia in relation to matters within the functions of Australia Post or have been adopted by Australia in pursuance of that convention.

47 Customs documentation

47.1 All articles lodged for international carriage or carriage to an external territory shall be accompanied by the appropriate customs documentation.

47.2 Where any law, including any act, regulation or direction, applies to the carriage of international articles, Australia Post may treat any article covered under clause 47.1 as if that law applies to the carriage of that article.

48 Availability of services

48.1 The availability of a category of service to a particular place shall be contingent on arrangements made between Australia Post and the postal administration of that place.

48.2 Details of the availability, type and features of services available from time to time to overseas countries are set out in Schedule 31 will be made available in the International post services guide or the Australia Post website at auspost.com.au
PAYMENT OF POSTAGE

49 Air and Sea Mail rates of postage

49.1 Australia Post may nominate zones to which articles lodged for international carriage may be carried by air or sea mail and the postage payable in respect of that carriage will be calculated in accordance with the air or sea mail rates determined by Australia Post for that zone and taking into account any other relevant pricing factors, including the weight and nature of the article, the speed of delivery, the nature of the packaging and any additional services acquired.

49.2 Where printed papers are:

   49.2.1 lodged for carriage by air or sea mail to a place outside Australia;
   49.2.2 addressed to the same addressee; and
   49.2.3 enclosed in a special bag, the mass of which and its contents is not more than 16 kilograms

a print post rate determined by Australia Post applies.

50 International postage prepaid articles

50.1 International postage prepaid articles shall be at the rate, and comply with the conditions for the carriage of such articles, as determined and published by Australia Post.

50.2 International postage prepaid articles which do not comply with the conditions for carriage shall be carried at the rate of prepaid postage or at a rate of postage applicable to the article at the time of lodgement, whichever is the greater. In assessing the applicable rate of postage, a credit shall be given for postage prepaid on the article which shall be an amount equivalent to the purchase price of a single like article at the time of lodgement. Where the amount credited is less than the applicable rate of postage the difference shall be affixed to the article by postage stamps.

51 International reply coupons

51.1 An international reply coupon may be purchased from Australia Post on payment of the amount determined by Australia Post for that purpose.

51.2 Where more than 100 international reply coupons are presented to Australia Post at any one time for exchange for postage stamps, Australia Post may require the person presenting the coupons to affix the stamps to articles and lodge the articles at that time.

LODGMENT AND DELIVERY ISSUES

52 Instruction in respect of non-delivery of postal parcels

52.1 The sender of a postal parcel that is lodged for carriage to a place outside Australia may not indicate in respect of that parcel that in the event of its non-delivery an advice of non-delivery of the parcel is to be dispatched to him or to a third party residing in Australia.
52.2 Where a postal parcel is received from a place outside Australia for delivery in Australia with an indication referred to in clause 52.1, that indication shall not be complied with.

53 Demurrage

53.1 Where an article received from a place outside Australia for delivery in Australia:

53.1.1 weighs more than 500 grams;

53.1.2 is an article –

(i) containing goods on which duties of Customs are payable; or

(ii) imported for a commercial purpose (whether liable to duties of Customs or not) and stored at a gateway mail facility;

53.1.3 is not addressed to a person on board a ship;

53.1.4 is not subsequently returned to its country of origin as an undeliverable article; and

53.1.5 remains undelivered, at the place at which it was assessed for duty, for more than 96 hours (excluding weekends and public holidays) after the despatch to the addressee of the article of a notification of its arrival, demurrage is payable on that article, at the rate fixed by Australia Post, in respect of each 24 hours, or part of 24 hours, in excess of those 96 hours during which the article remains undelivered.

53.2 An article shall not be delivered until any demurrage payable on it has been paid.

54 Articles posted abroad by or on behalf of Australian residents

54.1 This clause applies to an article lodged by a person as part of a lodgment of more than 300 articles during any period of 30 days in a place outside Australia for carriage to Australia, hereafter referred to as “an article posted abroad”.

54.2 For the purposes of clause 54.1:

54.2.1 a person shall be deemed to have lodged an article if, acting either in Australia or elsewhere, he causes it to be lodged or the article is lodged on his behalf;

54.2.2 “person” means, in relation to the lodgment of an article posted abroad:

(i) an individual whose usual place of residence is in Australia;

(ii) a body corporate that is incorporated in Australia or that, not being incorporated in Australia, has either its central management or control in Australia or its voting power controlled by shareholders whose usual places of residence are in Australia; and

54.2.3 where an article posted abroad:

(i) has an Australian return address printed on it;

(ii) contains a response piece which bears an Australian address; or

(iii) includes information which enables the recipient to respond to a person at an Australian address by any means of communication, then

(iv) the person named in the Australian return address;
(v) where no person is named in the Australian return address, the owner and/or occupier of the Australian return address; or
(vi) the person to whom any response is able to be directed, shall be deemed to have caused the article to have been lodged.

54.3 Where a person:

54.3.1 notifies Australia Post of the number, type and date and place of lodgment of articles posted abroad by that person; and

54.3.2 pays to Australia Post in a manner approved by Australia Post an amount equal to the postage that would be payable on those articles if they were lodged at the place at which they are, or will be, first received in Australia for carriage to their addressees;

the articles may be delivered as addressed.

54.4 Where an article posted abroad has been carried to Australia and the person who lodged it has not given notice pursuant to clause 54.3.1 or has given notice but has failed to make payment in a manner approved by Australia Post, Australia Post may:

54.4.1 give a written "notice of delivery" to that person that the article has been detected in the course of carriage and that it has been delivered as addressed, without prejudice to any action which may be taken by Australia Post in respect of any further articles posted abroad by that person which may be received by Australia Post; or

54.4.2 retain the article and give a written "notice of retention" to that person that the article has been retained and the reason for the article's retention.

54.5 Where Australia Post has given a notice of retention to a person, that person may:

54.5.1 direct Australia Post to destroy the article; or

54.5.2 pay to Australia Post an amount of postage in respect of the article calculated under clause 54.3.2.

54.6 Where a person directs Australia Post under clause 54.5.1 to destroy an article, the article may be destroyed or returned to the country in which it was lodged.

54.7 Where a person makes payment in respect of an article under clause 54.5.2 in a manner approved by Australia Post, the article may be delivered as addressed.

54.8 An application may be made to Australia Post for review of a decision to retain an article under clause 54.4.2.

54.9 An application pursuant to clause 54.8 may not be made except:

54.9.1 by the person to whom notice has been given in respect of an article; and

54.9.2 within 14 days after the date on which the notice was received by that person.

54.10 Where notice of retention has been given to a person in respect of an article and that person has not taken action under clause 54.5 and has not made an application under clause 54.8 in respect of the article within 14 days after receiving the notice, the article may be returned to the country in which it was lodged.

54.10.1 Where:

(i) an application has been made under clause 54.8 in respect of an article; and

(ii) Australia Post has affirmed the decision under review; and
(iii) the person to whom a notice of retention was given, has not taken action under clause 54.5 within 14 days of the date upon which the Australia Post’s decision was notified,

the article may be returned to the country in which it was lodged.

54.11 Any notification under this clause shall be deemed to have been properly given by sending written notice to the last known address of the recipient and the date that such notice is deemed to have been received by the recipient shall be the time that delivery is usually effected by ordinary post.

55 Articles posted abroad in a country where sender does not reside

55.1 Where, during any period of 30 days, a person lodges outside Australia more than 300 articles in a place other than the country in which the person resides, for carriage to Australia, those articles shall be delivered by Australia Post to addressees if the postal administration of the country in which the articles were lodged has an arrangement to reimburse Australia Post for the cost of delivery of the articles.

55.2 Where there is no agreement with the postal administration of the country in which the articles in clause 55.1 have been lodged, then those articles shall either:

55.2.1 be returned by Australia Post by surface mail to the postal administration of the country of lodgment; or

55.2.2 upon payment to Australia Post by the person lodging the articles of a sum equivalent to the domestic postage due on the articles had they been lodged for post in Australia, the articles shall be delivered in Australia to addressees. If such payment is not made within 14 days of demand, then instead of returning the articles under clause 55.2.1, the articles may be destroyed by Australia Post.

55.3 For the purposes of clause 55.1:

55.3.1 "person" includes any body capable of suing or being sued in its own right;

55.3.2 an incorporated body shall be deemed to be resident in the country of its incorporation;

55.3.3 a person shall be deemed to have lodged an article if he causes it to be lodged or the article is lodged on his behalf;

55.3.4 a person shall be deemed to have lodged an article other than in the country in which the person resides, if:

(i) the article has any return address (other than an Australian address) printed on it which is located outside the country of lodgment; or

(ii) the article includes information which enables the recipient to respond to a person by any means of communication at an address (other than an Australian address) outside the country of lodgment;

55.3.5 an article shall be deemed to have been lodged in the country which has:

(i) issued the postage stamp affixed to the article; or

(ii) authorised the use of postage prepayment impressions in respect of the article; and

55.3.6 mail transhipped between postal administrations for onforwarding to another postal administration in accordance with the Universal Postal Union Convention, shall not be regarded as having been lodged in the country of transshipment.
INTERNATIONAL – LETTERS

56 Registered-Post International – Conditions of Service

56.1 The Registered Post International letter service is only available for articles lodged using a Registered Post international pre-paid envelope supplied by Australia Post and is limited to the carriage of documents weighing less than 500g.

56.2 The Signature on Delivery feature of the Registered Post International letter service will be subject to the applicable conditions and limitations set out in Schedule 30 of these Terms and Conditions.

56.3 For the purposes of this clause, documents includes correspondence, papers and forms, but does not include photographs, calenders, diaries, books or magazines. Currency and securities or negotiable instruments payable to bearer are prohibited items for this service.
PART D – PROHIBITED GOODS

PROHIBITED AND DANGEROUS GOODS

57 Prohibited goods

57.1 The following prohibited goods shall not be lodged for carriage by post and are prohibited from carriage by post:

57.1.1 any article whose possession or carriage by post is prohibited by a law of the Commonwealth, a State or Territory;

57.1.2 any poison, drug or medicine except as permitted by clause 58;

57.1.3 any dangerous goods except as permitted by clause 59;

57.1.4 a liquid which has not been properly packed in accordance with Appendix 3 or, if the liquid is a permitted dangerous good, which has not been properly packed in accordance with the requirements of clause 59;

57.1.5 a paste, powder or tablet which has not been properly packed in accordance with Appendix 3 or, if the paste, powder or tablet is a permitted dangerous good, has not been properly packed in accordance with the requirements of clause 59;

57.1.6 an article containing any object with a sharp edge or point not equipped with a securely fitted sheath or guard, which is capable of cutting or penetrating the cover of the article containing it or the cover of an article with which it may come in contact during carriage and which has not been properly packed in accordance with Appendix 3;

57.1.7 an article which in the reasonable opinion of Australia Post is, or is likely to become, physically offensive;

57.1.8 a perishable food which has not been properly packed in accordance with Appendix 3;

57.1.9 any live creature except as permitted by clause 61;

57.1.10 bullion;

57.1.11 bank notes lodged for delivery within Australia which exceed a face value of more than $A200. For the avoidance of doubt, bank notes up to a limit not exceeding the face value of $A200, lodged for delivery within Australia, are not prohibited from carriage if lodged under the registered post service, or under a parcel delivery service which requires a signature on delivery;

57.1.12 bank notes lodged for delivery in the international post;

57.1.13 coins lodged for delivery within Australia which exceed a face value of more than $A200. For the avoidance of doubt, coins up to a limit not exceeding the face value of $A200, lodged for delivery within Australia, are not prohibited from carriage if lodged under the registered post service or under a parcel delivery service which requires a signature on delivery;

57.1.14 coins lodged for delivery in the international post; or

57.1.15 any article in the international post:

(i) containing or suspected of containing weapons or items of weaponry,

1. including grenades, mortar shells or canisters, or parts thereof – even if rendered inert; but
2. not including firearms or firearms parts;
   (ii) resembling, or which may reasonably be taken for any item excluded in clause 57.1.15 (i), including replicas or stage props; and
   (iii) whether deleterious or not, that may reasonably be construed by its appearance or make up to constitute a potential security risk to persons or property.

57.2 If Australia Post believes on reasonable grounds that an article lodged for carriage by post consists of or contains prohibited goods, then Australia Post is not obliged to either deliver the article to the addressee nor return the article to the sender, but shall deal with the article as follows:

57.2.1 where the article is, or is reasonably suspected of, containing something that is explosive, dangerous, prohibited or deleterious, it shall be either:
   (i) rendered safe or destroyed by Australia Post or by others acting with the authority of Australia Post; or
   (ii) delivered up to the police, defence or emergency services,
   and the cost of rendering safe or the cost of destruction shall be claimable from the sender; or

57.2.2 if clause 57.2.1 does not apply and the article is physically offensive, it may be destroyed immediately by Australia Post in accordance with the Act; or

57.2.3 if clauses 57.2.1 and 57.2.2 do not apply and the article constitutes, or is reasonably suspected of constituting, evidence of a criminal offence, it may be provided to the appropriate police force, customs service or prosecuting authority, as the case may be; or

57.2.4 if clauses 57.2.1, 57.2.2 or 57.2.3 do not apply and the article and its contents have been forfeited to the Commonwealth under the Act and the article contains:
   (i) coins or banknotes - these shall be paid into the Consolidated Revenue Fund; or
   (ii) any item of value likely to be greater than the cost of disposal - the item may be sold by public auction or otherwise and the proceeds shall be used to pay to Australia Post the cost of disposal and any balance shall be paid into the Consolidated Revenue Fund; or
   (iii) any other item – the item shall be destroyed or otherwise disposed of as Australia Post deems fit, and Australia Post shall be entitled to claim any costs of disposal from the sender; or

57.2.5 if it is subsequently found that the article does not consist of or contain prohibited goods, the article shall be further carried by post in accordance with these terms and conditions.

57.2.6 Any costs incurred by Australia Post in relation to rendering safe or destroying an article pursuant to this clause shall be recoverable from the sender.
58 Poisons, drugs or medicine

58.1 A poison, drug or medicine which is a narcotic substance shall not be lodged for carriage by post nor carried by post.

58.2 If the article is one to which section 90T of the Act applies being an article reasonably believed to consist of, or contain, certain drugs or other chemical compounds, then the article will be dealt according to that section.

58.3 A poison, drug or medicine which is also an infectious perishable or a non-infectious perishable biological substance may be lodged for carriage by post in accordance with clause 59 provided however that an infectious perishable biological substance may not be lodged for international carriage.

58.4 A poison, drug or medicine which is not an infectious perishable biological substance may be carried by international carriage in accordance with clause 59 provided however that if carriage of the article is prohibited in a country of transit or destination the article will not be carried.

58.5 A poison, drug or medicine which is, or is to be, lawfully prescribed for therapeutic purposes by a qualified medical practitioner, dentist or veterinary surgeon, may be lodged and carried by post providing:

58.5.1 it is addressed for delivery to a qualified medical practitioner, dentist, veterinary surgeon, pharmacist, regulatory body, hospital or clinic, or to a person for whose therapeutic benefit the substance has been lawfully prescribed by a qualified medical practitioner, dentist or veterinary surgeon;

58.5.2 it does not contain a quantity of any poison, drug or medicine which exceeds the maximum quantity which may be dispensed at any one time; and

58.5.3 it is packaged and presented in the manner prescribed in the current Technical Instructions of the Civil Aviation Organisation as reflected in the IATA Dangerous Goods Regulations.

58.6 A poison, drug or medicine which is an analytical reference standard sample for the use of a laboratory involved in research or maintenance of public health may be lodged outside Australia for delivery within Australia providing:

58.6.1 it is addressed to a recognised laboratory;

58.6.2 it does not contain more than 100 milligrams of that substance; and

58.6.3 it is packaged and presented in the manner prescribed in the current Technical Instructions of the Civil Aviation Organisation as reflected in the IATA Dangerous Goods Regulations.

59 Limited classes of dangerous goods which may be carried

59.1 Dangerous goods specified in clauses 59.2 to 59.3 inclusive, may be lodged and carried by post providing they are properly packed and comply with such terms and conditions governing their carriage.

59.2 Infectious substances (except Category A infectious substances affecting humans (UN2814) and infectious substances affecting animals (UN2900)) which are dangerous goods, and solid carbon dioxide (dry ice) when used as a refrigerant for such infectious substances, may be lodged and carried by post within Australia providing:

59.2.1 an article containing such a substance is:

(i) addressed to a recognised laboratory, hospital, clinic or regulatory body;
(ii) lodged at an office for delivery within Australia by:
   1. a qualified medical practitioner or veterinary surgeon;
   2. hospital, clinic, regulatory body or recognised laboratory;
   3. a member of a Commonwealth, State or Territory police force; or
   4. a person who has the authority of the agencies in clause (ii) above;

(iii) sent at the perishable infectious biological substances rates determined by
Australia Post; and

(iv) packaged and presented in the manner prescribed in the current Technical
Instructions of the Civil Aviation Organisation as reflected in the IATA
Dangerous Goods Regulations;

59.3 **Non-infectious patient specimens** for which there is minimal likelihood that pathogens
are present may be lodged and carried by post within Australia providing:

59.3.1 an article containing such a substance is:
   (i) addressed to a recognised laboratory, hospital, clinic or regulatory body;

(ii) lodged at an office by:
    1. a qualified medical practitioner or veterinary surgeon;
    2. hospital, clinic, regulatory body or recognised laboratory;
    3. a member of a Commonwealth, State or Territory police force; or
    4. a person who has the authority of the agencies in clause (ii) above;
   and

(iii) packaged and presented in the manner prescribed in the current
Technical Instructions of the Civil Aviation Organisation as reflected in
the IATA Dangerous Goods Regulations.

59.4 **Articles** containing lithium ion batteries may be lodged for carriage by air or sea within
Australia, provided that:

59.4.1 the batteries are installed in a device;

59.4.2 the batteries are less than 100 Watt hours or contain less than two grams of
lithium content; and

59.4.3 the article is packaged, labelled and presented in the manner prescribed in the
current Technical Instructions of the Civil Aviation Organisation, as reflected in
the IATA Dangerous Goods Regulations.

Further details are available in the Australia Post Dangerous and Prohibited Goods

59.5 **Articles** permitted to be carried within Australia under clause 59.3.1 may be carried
outside Australia where the air mail service is available and where carriage of the
article is to a destination which is known by Australia Post to permit carriage of the
article.

59.6 Poisons, drugs and medicine which are dangerous goods and which have been
properly lodged in accordance with clause 60, may be carried by post.
60 Dangerous or prohibited goods declaration

60.1 Subject to subclause 59.1:

60.1.1 an express post container or an express post parcel;

60.1.2 an express post international envelope or an express post international container;

60.1.3 a parcel lodged for international carriage; or

60.1.4 a parcel lodged for domestic carriage where parcels may be carried by air, shall have affixed to it a declaration (in the form and manner specified by Australia Post) from the sender certifying that the article does not contain any dangerous or prohibited goods.

60.2 Where an article contains a dangerous good which is permitted to be carried by post under clause 60, then the article shall have affixed to it the appropriate label and Shipper's Declaration for Dangerous Goods, in the form and manner specified by Australia Post, duly completed by the sender.

61 Live creatures

61.1 Live creatures shall not be lodged for carriage by post except as permitted by clause 61.2.

61.2 Live bees, silkworms, leeches and harmless insects may be carried by post for delivery within Australia providing:

61.2.1 their carriage across state or territory borders is not restricted by a law of the Commonwealth, a State or Territory;

61.2.2 the sender makes application to Australia Post for the carriage of an article containing live bees, silkworms, leeches or harmless insects, by the separate bag service;

61.2.3 an article lodged for carriage by the separate bag service shall have the words "Separate Bag" legibly written or printed in the top left-hand corner of the surface on which the article is addressed;

61.2.4 subject to clause 61.2.5, where an article is carried by the separate bag service, a fee as determined by Australia Post for that purpose is paid in addition to the postage otherwise payable for the carriage of the article;

61.2.5 where a person lodges more than one article for carriage by the separate bag service to the same office of delivery, all articles so lodged at the one time shall be carried for a single fee; and

61.2.6 the contents are packed and presented in the manner prescribed in the current Technical Instructions of the Civil Aviation Organisation as reflected in the IATA Live Animal Regulations.

61.3 An article lodged under the separate bag service may be carried by Australia Post without being enclosed in another bag.

61.4 Live bees, silkworms, silkworm eggs, leeches and parasites and destroyers of noxious insects intended for the control of those insects may be carried by post for delivery outside Australia providing, if the article is not covered under Extra Cover:

61.4.1 the contents are packed in the manner prescribed in the current Technical Instructions of the Civil Aviation Organisation as reflected in the IATA Live Animal Regulations;
61.4.2 where the article contains silkworm eggs, the contents must first be packed in a cardboard box or plastic or cloth bag, and unless otherwise agreed, packed and presented in the manner prescribed in the IATA Live Animal Regulations;

61.4.3 if the article contains parasites or the destroyers of noxious insects, the article is exchanged between officially recognised institutions of the countries concerned;

61.4.4 the wrapping and documentation shall have the words "Live Animals", legibly written on them; and

61.4.5 the sender has complied with all legislative requirements for the export of the article and its contents.
PART E – LIMITATION OF AUSTRALIA POST’S LIABILITY

PRELIMINARY

62 Interpretation

62.1 In this part unless the contrary intention appears:

62.1.1 “carriage” includes carriage by an employee before lodgment and after delivery in a bag that has been sealed by Australia Post or has been locked or held by a community bag holder for lodgment at an office or for delivery to an addressee;

62.1.2 “lost” means unable to be found or located after reasonable inquiries by Australia Post and includes where Australia Post reasonably believes that an article has not been delivered;

62.1.3 “non-negotiable securities” includes passports, wills and certificates of title.

EXCLUSIONS AND LIMITATIONS

63 Liability and Indemnity

63.1 This section applies where Australia Post provides a service in relation to the carriage of a letter or article where Australia Post has not provided the sender with a receipt for the letter or article and where Australia Post and a person have not entered into any other agreement in relation to liability for loss or damage. Australia Post will not be liable for loss or damage arising from or caused by:

63.1.1 the injury, illness or death of any person;

63.1.2 misdelivery including delivery otherwise than to the addressee, delayed delivery, early delivery or failure to deliver any letter or article;

63.1.3 damage to the contents of an article whether concealed or otherwise, including but not limited to deterioration, contamination or evaporation of any article or thing; or

63.1.4 any other loss or damage of any kind, however caused and whether direct or consequential, including, but not limited to, negligence or breach of contract by Australia Post, its employees, servants or agents, that arises in whole or in part from, or in connection with, any services provided by Australia Post.

64 Liability and indemnity

64.1 This section applies where Australia Post and a person have not entered into any other agreement in relation to liability for loss or damage and where clause 63.1 does not apply. Australia Post will not be liable for loss or damage arising from or caused by:

64.1.1 the injury, illness or death of any person unless such injury, illness or death has been caused by the negligence of Australia Post;

64.1.2 misdelivery including delivery otherwise than to the addressee, delayed delivery, early delivery or failure to deliver any letter or article;
64.1.3 damage to the contents of an article whether concealed or otherwise, including but not limited to deterioration, contamination or evaporation of any article or thing; or

64.1.4 any other loss or damage of any kind, however caused and whether direct or consequential, that arises in whole or in part from, or in connection with, any services provided by Australia Post.

65 No liability for indirect loss

65.1 Notwithstanding any other clause in the Australia Post Terms and Conditions, Australia Post will not be liable to the customer for any indirect and/or consequential loss or damage whatsoever arising from the provision of any of its Services, including the Special Services.

66 Limitation of liability and release and indemnity

66.1 To the extent permissible by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service. 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, where legally permissible, at the option of Australia Post, to any one of the following:

66.1.1 supplying the service again; or

66.1.2 payment of the cost of having the service supplied again, or the actual loss or damage.

66.2 Nothing done in pursuance of this Part whether constituted by a refund of postage or a payment of money or otherwise shall constitute an admission of liability by Australia Post.

66.3 The person releases Australia Post from and indemnifies Australia Post against any action, proceeding, claim, demand or prosecution arising from or in connection with any loss, damage, injury, illness or death to any person or property, misdelivery including delivery otherwise than to the addressee, delayed delivery, early delivery or failure to deliver or any other loss or damage of any kind.

67 Force majeure

67.1 Australia Post is not liable for loss or damage to an article where the loss or damage wholly or partly resulted from causes beyond the control of Australia Post including but not limited to natural disasters, acts of war or civil unrest.

68 Employee representations

68.1 No employee, servant or agent has authority to make any representations on behalf of Australia Post concerning the application of this part unless authorised to do so in writing by Australia Post.
Merger

69.1 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 by Australia Post of any of the terms and conditions applicable to the carriage of the article or the provision of the service.

COMPENSATION SCHEME

70 Amount of compensation

70.1 Notwithstanding clauses 63, 64 and 65, where an article has been lost or damaged in the course of carriage otherwise than by registered post, Australia Post may in its absolute discretion elect to replace or repair the article or pay to the claimant an amount equal to:

70.1.1 the replacement value of the article;

70.1.2 the cost of repair of the article; or

70.1.3 up to the sum of $A50, whichever is the lesser, together with a refund of postage paid on the carriage of the article which shall not include any fees paid in respect of the Extra Cover, registered post or cash-on-delivery services provided however that where the refund of postage relates to postage paid on a prepaid registered post envelope the refund shall be the amount paid for the envelope.

70.2 Australia Post may defer a decision under this clause for such period of time as Australia Post may reasonably require to determine whether the article has been lost or damaged.

70.3 Nothing in this part prevents Australia Post from, in its absolute discretion, providing to the customer a refund of postage on an article whether or not the article has been lost or damaged.

71 Exclusions

71.1 No amount which is permitted to be paid under this part shall be payable for loss or damage relating to the carriage of articles:

71.1.1 containing bank notes, non-negotiable securities, bullion, negotiable securities, coins, precious or valuable stones, jewellery; or

71.1.2 containing any other substance or thing, the carriage of which is prohibited by or under the law of the Commonwealth, State or Territory or under the Australia Post Terms and Conditions; or

71.1.3 which, in the reasonable opinion of Australia Post, were not or could not be adequately or appropriately packaged for carriage; or

71.1.4 where in the reasonable opinion of Australia Post, the loss or damage arises from inspection or repacking of the article by Customs or Quarantine, as permitted by law; or

71.1.5 where Australia Post upon making reasonable enquiries is unable to determine the extent to which damage was caused or contributed to by Australia Post.
Notice of article subsequently found

Where Australia Post exercises its discretion in favour of the customer pursuant to clause 70 and an article which had been presumed lost is subsequently found, Australia Post may notify the claimant and the claimant may within 30 days of receipt of such notice, obtain delivery of the article upon repayment of any cost incurred by Australia Post or amount paid to the claimant under clause 70.

PROCESSING OF CLAIM

Claim form

A claim must be made on a duly completed form authorised by Australia Post for the purpose and accompanied by such other evidence as Australia Post may reasonably require.

Claimant

Where an article is lodged for domestic carriage only the sender may claim for loss of an article and only the addressee may claim for damage to an article provided, however, either party may irrevocably assign in writing, its right to claim to the other.

Where an article is lodged in Australia for international carriage, only the sender may claim for loss or damage to the article.

Where an article is lodged outside Australia for international carriage to Australia, discretionary compensation may be claimed only for damage and only by the addressee.

Time for claim

A claim for discretionary compensation pursuant to clause 74 must be made within 6 months from the date of lodgment of the article.