

'Go Online' Return "Service" Terms & Conditions

A handy guide to the fine print

Please refer to the below terms and conditions before using the 'Go Online' return service. If you use our 'Go Online' return service, these terms and conditions will form a contract between you and Australia Post to govern the provision of the 'Go Online' return service.

Please read these terms and conditions carefully. If you accept the contract and proceed to order the service, a contract will apply. If you do not agree to this contract please exit the 'Go Online' return service site before placing any service order.

1. Definitions

1.1 Except where a word or phrase is expressly defined in these terms and conditions, all words and phrases shall have the same meaning, if any, given to them in the Australian Postal Corporation Act 1989 ("the Act") and in the Australia Post Terms and Conditions.

1.2 In these terms and conditions, unless the context dictates otherwise:

"Agreement" means the agreement between Australia Post and a Customer for use of the 'Go Online' return service formed when a Customer accesses the 'Go Online' return website, commences ordering a service, is presented with an electronic request to accept the 'Go Online' Return Terms and Conditions and clicks "Accept";

"Australia Post Terms and Conditions" means the terms and conditions made pursuant to section 32 (1) (b) of the Act, and available for examination at <http://auspost.com.au/general-terms-conditions.html>;

"Charges" means the fees and charges levied by Australia Post for collection and delivery services ordered through the 'Go Online' return **service**;

"Go Online' Return ", **"Go Online' Return service"**, and/or **"Service"** means the service whereby Customers access the 'Go Online' Return website, supply information, and can receive domestic mailing documentation online. The 'Go Online' Return service includes the acceptance of data provided by the Customer using the 'Go Online' Return website, the printing of data displaying the Customer's selected 'Go Online' Return information, the lodgement of the printed 'Go Online' Return Postal Article for mail carriage, and delivery of the Postal Article consigned through 'Go Online' Return;

"Go Online' Return website" means the website at <http://returns.auspost.com.au/>

"Customer" and/or **"you"** means a person who enters into an agreement with Australia Post to use the 'Go Online' Return service;

"Dangerous or Prohibited Goods" means goods which are either absolutely prohibited from carriage by post, or goods which can only be carried by post subject to certain specific conditions - concerning such matters as licensing, special packaging, and declaration of contents;

"Delivery Method" means the domestic post service selected by a 'Go Online' Return Customer which can be any of the delivery services as outlined in clause 5.1;

"GST" has the same meaning as defined in section 195 of the A New Tax System (Goods and Services Tax) Act 1999;

"Parcel Post" means the Australia Post Parcel Post delivery service as described in the Australia Post Terms and Conditions, and as modified by the express provisions of this agreement including the option of tracking. Total scan events captured for the tracking may vary, particularly in remote locations.

"Postage Label" means a label either designating the value, and payment, of postage for a Postal Article consigned for delivery through the Service, or the shipping label indicating the Delivery Method and the designated delivery address whether printed by the Customer or otherwise;

"Postal Article" means an article of a kind that, under the terms and conditions on which Australia Post supplies postal services, may be carried by post.

2. Relationship of these Terms to Australia Post and Service Specific Terms & Conditions

2.1 This Agreement is supplementary to the Australia Post Terms & Conditions. To the extent that any aspect of the 'Go Online' Return service, or any separate Australia Post service provided through the 'Go Online' Return service, is not expressly referred to or included herein, the Australia Post Terms and Conditions apply. In the event of any inconsistency between the Australia Post Terms & Conditions, and these 'Go Online' Return Terms & Conditions, the Australia Post Terms & Conditions will prevail for the purpose of resolving the inconsistency.

2.2 Except to the extent (if any) expressly provided for in this Agreement, the conditions applying to the postal delivery services ordered by a Customer through the 'Go Online' Return service shall be the relevant service-specific terms and conditions made pursuant to the Australian Postal Corporation Act 1989, the regulations to the

Act, the Australia Post Terms & Conditions, and other written instructions published by Australia Post from time to time.

3. Specific Service Conditions

The Customer acknowledges that the following conditions apply to the Customer's use of the 'Go Online' Return Service:

- (a) Australia Post cannot provide the Service if the Customer's computer system is not compatible with the 'Go Online' Return **Send** application. Australia Post accepts no liability for the consequences of the 'Go Online' Return Service not being capable of being supplied for any technical reason.
- (b) The Customer must comply with all 'Go Online' Return instructions and procedures, and must supply full and accurate information whenever requested to do so in the course of the Customer applying for, and using, the 'Go Online' Return service. Without limitation, the Customer must supply accurate information concerning such matters as the Customer's personal information and the addressee of the article.
- (c) The Customer must not, at any time, seek to use either the 'Go Online' Return Service, or any Australia Post delivery service, for the consignment of any Dangerous or Prohibited Goods. It is the Customer's sole responsibility to assess whether items for consignment are, or may be, classified as Dangerous or Prohibited Goods, and / or are items which are prohibited or regulated goods for the purposes of the laws of the country of destination. Australia Post provides information concerning Dangerous and Prohibited goods, [see - [Dangerous & Prohibited items page](#)] but Australia Post does not represent that the information supplied is complete or up to date, and Australia Post has no liability for any consequence of a Customer sending, or attempting to send, any Dangerous or Prohibited goods by mail. The Customer's indemnity in favour of Australia Post (see clause 9.3) applies in the event that any loss, harm or damage arises out of the consignment of Dangerous or Prohibited Goods.
- (d) Each 'Go Online' Return Postage Label is for a single use. Any attempt to copy, duplicate or re-use a Postage Label with the intention of securing the provision of a postal service without due payment constitutes a breach of these terms, and may constitute an offence under the Australian Commonwealth Criminal Code and the applicable postage charges will apply.

- (e) The Customer accepts sole responsibility for advising accurate delivery instructions to Australia Post through the 'Go Online' Return website. Australia Post will not be responsible for any failure of, or delay in, the delivery of any Postal Article if the Customer's instructions are ambiguous, incomplete, inaccurate, or are not followed by the Customer.
- (f) Under the contract which will be made between Australia Post and the Customer on acceptance of these terms and conditions, Australia Post may (but is under no obligation to) make special or preferential offers available to 'Go Online' Return customers from time to time. If any such offers are made available they will be (a) subject to these terms and conditions, (b) be personal to the Customer (and strictly not for transfer or re-sale to any other person or entity) and (c) offered pursuant to any offer-specific terms which may be published or advised by Australia Post from time to time.
- (g) The Customer must properly and adequately package each Postal Article for consignment by or through Australia Post. The customer can select their own packaging or utilise packaging supplied by the merchant if relevant. Australia Post reserves the right to decline to accept or carry any article which is in Australia Post's opinion inadequately or inappropriately packaged and have regard to Australia Post's packaging guidelines at <http://auspost.com.au/parcels-mail/packaging-hints-and-tips.html>.
- (h) The 'Go Online' Return Service is personal to the Customer, and any purchase of Postage Labels through 'Go Online' Return for sale or re-supply to any person or entity other than the Customer is prohibited without the express written permission of Australia Post.

4. Delivery Services

4.1 The Customer acknowledges that the sole delivery service offered for Postal Articles consigned for delivery through the 'Go Online' Return service is the Australia Post Parcel Post service. Postal Articles sent through the 'Go Online' Return service CANNOT be sent via Express Post or Courier Post.

The service specific terms and conditions for these services are published by Australia Post at auspost.com.au.

4.2 The Customer acknowledges that any delivery timetable and/or calculators relating to the services specified at clause 5.1 which may be published (including on the Australia Post website) provide Australia Post's best estimates only of the delivery

time for postage services, and that those services are not guaranteed except to the extent (if any) specified in the service specific terms and conditions for a particular service.

5. Customer Warranties and Acknowledgements

5.1 The Customer warrants that any and all data and information provided by the Customer to Australia Post is, and will be, complete, up to date, true and correct, to the best of the Customer's knowledge and belief, and that the Customer's use of both the 'Go Online' Return service, and any postal delivery service ordered through 'Go Online' Return, will be effected in full compliance with all of Australia Post's directions and requirements, and will comply with all laws, regulations and directions of Government or Governmental authorities whether in Australia or in the country to which the Customer's Postal Article is consigned.

5.2 The Customer agrees to pay to Australia Post, free of any deduction or set-off, any and all charges for services chargeable under the 'Go Online' Return Service and / or for the carriage of Postal Articles by or through Australia Post.

5.3 The customer acknowledges that Australia Post may, in its sole and absolute discretion, refuse to accept data, information requests or instructions submitted through 'Go Online' Return where, in Australia Post's opinion, it is

(a) illegible, incorrect, or ambiguous, or (b) where Australia Post has grounds for believing that the Customer's use of the Service, or request for supply of a postal delivery service is, or could be, unlawful either in Australia or in another country through which the Customer's Postal Article may transit, or to which the Customer's Postal Article may be consigned.

6. Intellectual Property

6.1 All Intellectual Property rights of any kind, whether registered or unregistered, in the 'Go Online' Return service, is the sole property of, and/or vests in Australia Post. A person cannot reproduce or authorise the reproduction of any component of the 'Go Online' Return service text or images without Australia Post's prior written approval.

7. Payment

7.1 The Customer shall pay the service charges specified by Australia Post (either on the 'Go Online' Return website or otherwise) using an approved online payment channel.

7.2 Charges may be varied at any time at Australia Post's discretion. Charges are GST inclusive where GST is applicable.

8. Australia Post and Customer Liabilities

8.1 Subject only to the Australia Post Terms and Conditions, (which include service specific terms and conditions for postal delivery services provided through the 'Go Online' Return service, which may in certain circumstances provide some remedy to a Customer for delayed delivery or non-delivery of Postal Articles) Australia Post shall not be liable to the Customer or to any other person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Australia Post in relation to the promotion, provision, suspension or termination of the 'Go Online' Return service, or any other matter or thing relating to this Agreement.

8.2 To the maximum extent permitted by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the 'Go Online' Return service and the carriage of any Postal Article pursuant to this Agreement.

8.3 The Customer shall be liable to, and shall wholly indemnify, Australia Post for or against any loss claim or damage whatsoever which Australia Post may suffer or incur as a result of any action, proceeding, claim, demand or prosecution arising from this Agreement, the provision of the 'Go Online' Return service to the Customer, the carriage of any Postal Article lodged by the Customer through the 'Go Online' Return service, or any other matter or thing arising as a result of this Agreement, and which arises out of the Customer's conduct, negligence, breach of Agreement, mis-statement of fact (intentional or otherwise) or the nature, condition, packaging, legality, or consignment of Postal Articles consigned to Australia Post. The liabilities imposed by this sub-clause continue and survive notwithstanding any termination of this Agreement.

8.4 Australia Post shall not be in default under the terms of this Agreement nor liable for failure to observe or perform in accordance with any provision of this Agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by it, including without limitation, war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of Governments or flood, storm, tempest, power shortages or power failure, system outages or interruptions, inability to obtain sufficient labour, raw materials, fuel or utilities. During the period of an incident or incidents of "Force Majeure" this Agreement shall be suspended.

8.5 All the rights, immunities and limitations of liability in this Agreement shall continue to have their full force and effect in all circumstances notwithstanding any breach of contract or of any conditions hereof by Australia Post.

9. Termination

9.1 Australia Post may at any time, without cause, in Australia Post's sole and absolute discretion, suspend either the Customer's use of the 'Go Online' Return service, or the 'Go Online' Return service in its entirety. Unless Australia Post has an entitlement to suspend or cancel commenced 'Go Online' Return transactions (such as under these terms and conditions, or under the Australian Postal Corporation Act, or the Australia Post Service Terms and Conditions made under that Act) all 'Go Online' Return transactions commenced before any account suspension or termination will be completed.

9.2 The Customer may, at any time, without cause, suspend or terminate the Customer's participation in the 'Go Online' Return service, save that any incomplete Service or delivery instructions or payment liabilities which exist at the time of any such termination must be completed and effected in full irrespective of any such termination.

10. Governing Law

This Agreement is governed by, and shall be construed in accordance with the laws in force in the State of Victoria, Australia, and the courts and registries of courts in that State shall have jurisdiction in the event of a dispute.

11. Privacy

Australia Post respects the privacy of its Customers and their personal information. Any and all data and information collected by Australia Post through the provision of the Service will be managed strictly in accordance with the Australia Post Privacy Policy (available at <http://auspost.com.au/privacy.html>)

12. Trademarks & Copyright

"Australia Post", "Parcel Post", are trademarks of the Australian Postal Corporation. No licence to use any of these trademarks is given or implied. The trademarks may not be copied, downloaded, reproduced, used, modified or distributed in any way (except as an integral part of an authorised copy of material appearing in these web pages) without the prior written permission of Australia Post. The contents of the 'Go Online' Return website, and Australia Post "auspost" websites are in their

entirety copyright to Australia Post and no reproduction or use of any of the text or images displayed on that site is permitted except in the limited circumstances permitted by law.

13. Sub-Contractors

Australia Post reserves the right to authorise performance of any Australia Post obligations (either in respect of the 'Go Online' Return service, or any delivery or other function required to be completed by Australia Post) through contractors or sub-contractors to, or of, Australia Post. Where contractors and / or sub-contractors are engaged by Australia Post the same are included within the definition of "Australia Post" and are entitled to all of the benefits and rights imposed upon and enjoyed by Australia Post by these terms and conditions, or by any relevant provisions of the Australian Postal Corporation Act, the Australia Post Service Terms and Conditions, or the service-specific terms and conditions for any service ordered or supplied through 'Go Online' Return.

14. Variation

Australia Post may vary these terms and conditions at any time without notice. Any use of the Service by a customer after any variation to the terms and conditions becomes effective will be deemed to constitute acceptance of the variations thereto, and any service supplied will be supplied on the terms and conditions as varied. If the Customer does not accept any variation to the terms and conditions, the Customer should terminate the Customer's participation in the Service as contemplated by clause 10.2 above.