

## **SCHEDULE 10A – DOMESTIC REGISTERED POST SERVICE TERMS AND CONDITIONS**

### **1 Introduction**

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- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions and to the extent that any aspect of this special service is not expressly included herein, the Australia Post Terms and Conditions apply.
- 1.2 These special service terms and conditions apply when:
  - 1.2.1 a customer makes a written application to use the special service in or on a form prescribed by Australia Post for that purpose;
  - 1.2.2 Australia Post accepts that application; and
  - 1.2.3 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the special service.

### **2 Interpretation**

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- 2.1 Except as where expressly defined, all words and phrases used in this Agreement shall have the same meaning if any, given to them in the *Australian Postal Corporation Act 1989* and in the Australia Post Terms and Conditions provided, however, that where there is any inconsistency the meaning shall be as defined in this Agreement to the extent of that inconsistency.
- 2.2 In these terms and conditions unless the contrary intention appears:
  - 2.2.1 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
  - 2.2.2 words importing a gender include any other gender; and
  - 2.2.3 words in the singular number include the plural and words in the plural number include the singular.
- 2.3 "**Agreement**" means an agreement between Australia Post and a customer pursuant to clause 1.2.
- 2.4 "**Registered Post label**" means a label purchased at a post office or online via [www.auspost.com.au](http://www.auspost.com.au) that is affixed to an article. Purchase of a Registered Post label covers the additional fee for Registered Post only, postage is not included.
- 2.5 "**Registered Post Imprint**" is a service provided for senders of large volumes of Registered Post articles who can print the Registered Post logo and unique identification number directly onto their articles rather than using Registered Post prepaid envelopes or individually applying Registered Post prepaid labels.
- 2.6 "**Service**" means the Registered Post service for domestic carriage which is a special service which provides a unique identification number for each article, a lodgement receipt for proof of posting for articles lodged over the counter at a post office, for which, upon delivery, Australia Post obtains a signature of receipt of the article unless clause 6.1.2(ii) applies.
- 2.7 "**Service Guide**" means the Letter products and services guide 8833731 or equivalent publication published by Australia Post from time to time.

### **3 Conditions of Service**

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- 3.1 An article may be carried by the Registered Post service provided:
- 3.1.1 it is not required to be carried by the express post service, the parcel post service, the cash on delivery service, , the reply paid service, any service that requires the article(s) to be presorted (this includes the PreSort letter service, Charity Mail, Promo Post and Print Post), or the unaddressed delivery service;
  - 3.1.2 it is not addressed in pencil otherwise than indelibly;
  - 3.1.3 it is for delivery within Australia;
  - 3.1.4 it is not directed to a fictitious name or to an addressee identified only by initials without also being directed to the care of a named addressee; and it:
    - (i) is enclosed in a cover that is in a sound condition;
    - (ii) is securely bound or sealed; and
    - (iii) does not bear the appearance of having been opened and resealed.
- 3.2 Articles lodged for carriage by the Registered Post service will not be redirected to an overseas destination and may be deemed undeliverable and be returned to sender.
- 3.3 Subject to clause 3.4, a customer may request at the time of lodgement, for an additional fee, each of any of the following services:
- 3.3.1 delivery confirmation to be effected in respect of the article;
  - 3.3.2 person to person delivery to be effected in respect of the article subject to clause 3.4; and
  - 3.3.3 additional compensation cover under the Extra Cover Service for an article valued in excess of \$100.
- 3.4 Where the delivery of an article that has been lodged for carriage by the Registered Post service is required to be delivered person to person the article will be delivered to the addressee except:
- 3.4.1 if the addressee is a minor. In this instance, the article can be delivered to a parent or guardian;
  - 3.4.2 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 the Registered Post service to be made to that other person, and the conditions to which that approval are subject have been complied with; or
  - 3.4.3 if it is impractical for Australia Post to deliver the article to the addressee, this will be at Australia Post's discretion.

### **4 Compensation and Extra Cover**

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- 4.1 The domestic Registered Post 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 \$5,000 is available under the Extra Cover service.
- 4.2 The terms and conditions of the compensation, and additional compensation cover, referred to in clause 4.1 are those terms and conditions applying to the Extra Cover service provided by Australia Post.

## **5 Self service terminals**

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- 5.1 An article for carriage in Australia which is placed in a self-service terminal with a request for the Registered Post service shall be accepted provided the article complies with this Agreement, including without limitation, all requirements relating to postage and lodgement outlined in the Service Guide.

## **6 Lodgement receipt and delivery signature**

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- 6.1 Where an article is lodged for carriage by the Registered Post service:
- 6.1.1 an official postmarked lodgement receipt shall be supplied to the applicant if the article is lodged over the counter at a post office; and
- 6.1.2 Australia Post shall either
- (i) obtain a signature from the person to whom the article is delivered, which may not be the addressee; or
  - (ii) may record the delivery of the article without the need to obtain a signature, where the article is lodged with a Registered Post label [and is carried with a service listed in clause 3.1.1.

## **7 Registered Post articles in community bags**

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- 7.1 An article for domestic carriage lodged in a community bag with a request for registered post carriage, or a postage prepaid Registered Post article lodged in a community bag, shall be accepted for that carriage at the office at which the bag is delivered provided the article complies with the conditions of carriage of the service.

## **8 Registered Post articles in locked and private mail bags**

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- 8.1 An article for domestic carriage may be delivered through a locked bag service or a private mail bag service, and an article may be lodged for Registered Post carriage through a private mail bag service.

## **9 Rates and charges**

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- 9.1 The price charged for prepaid Registered Post envelopes, Registered Post labels and the Registered Post Imprint service and the conditions of those services shall be as determined by Australia Post.
- 9.1.1 The price of a prepaid Registered Post envelope includes postage and the Registered Post fee.
- 9.1.2 The published rate for Registered Post Imprint articles includes postage and the Registered Post fee.
- 9.1.3 If a Registered Post label is used, postage at the rate applicable to the article must also be purchased
- 9.2 Prepaid Registered Post envelopes which do not comply with the conditions of the Service shall be carried at a rate of postage applicable to the article at the time of lodgement. In assessing the applicable rate of postage, a credit shall be given for the postage prepaid on the article which shall be an amount equivalent to the purchase price of a single Registered Post prepaid article less the price of a single Registered

Post label 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.

9.3 Fees in addition to the price payable under clause 9.1, shall be payable where:

9.3.1 a delivery confirmation service;

9.3.2 a person to person service; or

9.3.3 the Extra Cover service,

is requested. The weight of the delivery confirmation card that accompanies a Registered Post article shall not be taken into account when assessing postage for carriage of the article.

## **10 Payment of Claim**

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10.1 Upon receipt of a valid claim, Australia Post will pay the claimant the amount required to be paid under the Service together with a refund of the postage originally paid for carriage of the article, excluding any Registered Post fee.

## **11 Limitation of Liability Release and Indemnity**

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11.1 Subject to clauses 4.1 and 11.2, Australia Post shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Australia Post, in relation to the provision of the Service, or any other matter or thing relating to this Agreement.

11.2 To the extent permissible by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service and the carriage of letters pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of Australia Post for breach of such condition or warranty shall be limited, where legally permissible, at the option of Australia Post, to one of the following:

11.2.1 supplying the Service again; or

11.2.2 payment of the cost of having the Service supplied again.

11.3 The customer shall release and indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service, or any other matter or thing arising as a result of this Agreement.

## **12 Force Majeure**

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

"Force Majeure" this Agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

### **13 Merger**

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

### **14 Conditions of Carriage**

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- 14.1 This Agreement shall not constitute or imply any agreement between Australia Post and the customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect of the carriage of any postal article. The *Australian Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post shall apply to the carriage of articles issued pursuant to the Service except to the extent that they are inconsistent with this Agreement.

### **15 Law**

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

### **16 Whole of Agreement**

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- 16.1 Subject to clause 1.1 this Agreement contains the whole of the agreement between the parties in relation to the special service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect unless otherwise stated herein.