

1. Interpretation

- 1.1 In these terms and conditions, unless the context otherwise indicates or requires:
 - "Agreement" means these terms and conditions, together with any attachments or schedules attached.
 - "Article" means anything carried by STC and includes any receptacle, container or packaging.
 - "Australian Postal Corporation" means a body corporate established pursuant to the Postal Services Act 1975 (Cth), the existence of which is confirmed by section 12 of the Australian Postal Corporation Act 1989 (Cth).
 - "Business Days" means any day of the week excluding Saturdays, Sundays, public holidays and the authorised Australia Post holiday.
 - "Consignor" means the person or entity requesting the provision of the Services.
 - "Dangerous Good" has the same meaning as in Section 23 of the Civil Aviation Act 1988 (Cth) and includes Articles that are not Permitted Articles.
 - "Electrical Articles" means those Articles which use, convert, store or generate electricity (including batteries) in order to operate.
 - "Force Majeure" means any cause or event which is not within the reasonable control of a party and which could not reasonably have been prevented by that party which includes acts of God, war, acts of terrorism, extreme weather conditions, floods, earthquakes, fire and industrial disputes.
 - "Mechanical Articles" means those Articles which have a mechanism to operate but which are not Electrical Articles.
 - "Permitted Articles" means documents, printed matter or things which are not fragile, or do not require special handling or packing.
 - "Personal Information" has the same meaning set out in the Privacy Act 1988 (Cth).
 - "Prescribed Weight and Dimensions" means the following requirements (which STC may vary in its sole discretion from time to time):
 - (a) **Maximum weight:** the maximum allowed weight of an Article is 25 kilograms; and
 - (b) **Maximum size:** the length of the greatest linear dimension of an Article must not exceed 105cm. The girth of an Article must not exceed 140cm.
 - "Scheduled Run" means pre-arranged times between STC and the Consignor for the regular collection of Articles (other than on-demand consignments).
 - "Services" means the services set out in this Agreement, including but not limited to, the acceptance, carriage, transportation, storage and/or delivery of an Article, and any Special Conditions.
 - "Special Conditions" means the special conditions (if any) specified in this agreement.
 - "STC" means the Australian Postal Corporation trading as StarTrack Courier, StarTrack, Messenger Post Couriers or any other business name in substitution.
- 1.2 In this Agreement, unless the contrary intention appears:
 - (a) words and phrases used in this Agreement shall have the same meaning given to them in the Australian Postal Corporation Act 1989 (Cth) ("Act") and in the regulations and the Australia Post Terms and Conditions made pursuant to the Act ("APT&C");
 - (b) a reference to a party includes its employees, agents, representatives and sub-contractors; and
 - (c) the attachments form part of this Agreement.
- 2. **Scope and Term of the Agreement**
- 2.1 In consideration of STC providing the Services, the Consignor shall pay STC the charges as notified by STC either verbally or in writing.

- 2.2 This Agreement begins on request for provision of the Services and continues until terminated pursuant to clause 14.
- 2.3 The charges as notified by STC either verbally or in writing, may be reviewed by STC every six from the commencement of the provision of the Services. STC will provide 30 days written notice of any changes to the charges following the review. If the Consignor does not agree to those new charges, the Consignor may terminate this Agreement during that 30 day notice period by giving written notice to STC.
- 3. **Consignor's Obligations**
- 3.1 The Consignor shall only consign Permitted Articles.
- 3.2 The Consignor shall advise STC, at the time it requests any of the Services, of any variation in:
 - (a) the usual number, weight or dimensions of Articles made available for collection at a particular time or day of a Scheduled Run; and/or
 - (b) the weight or dimension of an Article from the Prescribed Weight and Dimensions, and/or
 - (c) any change to any of the Services including, but not limited to, cancellation, change of address or other particular, or addition to, any Services, in order that STC can make special arrangements for collection and delivery.
- 4. **Consignor's Warranties**
- 4.1 The Consignor warrants that in agreeing to this Agreement it is or has the authority of and is the agent of, the person or persons owning or having any interest in the Article or any part thereof.
- 4.2 The Consignor warrants that it has complied with all laws and regulations, both state and federal, relating to the consigning, labelling, packaging, carriage, storage and delivery of the Articles. In particular the Consignor acknowledges its responsibility in respect of each applicable Article to complete and affix a Dangerous Goods Declaration in accordance with the Civil Aviation Safety Regulations. Further, the Consignor acknowledges that the Act, the Regulations and the APT&Cs apply to this Agreement unless, in the case of the APT&Cs, they have been excluded expressly or by necessary implication.
- 4.3 The Consignor warrants that all information provided to STC, whether orally, in writing or electronically, is accurate and complete.
- 4.4 The Consignor shall be liable for, and shall indemnify STC against:
 - (a) any costs, expenses, damage or loss arising from any breach of this clause by the Consignor; and
 - (b) any other necessary or incidental charges or expenses arising from the provision of Services by STC which are not included in the rates charged by STC.
- 5. **STC is not a Common Carrier**
- 5.1 Articles provided to STC by the Consignor pursuant to this Agreement are subject to these terms and conditions. STC is not, and shall not be liable as, a Common Carrier.
- 6. **Insurance**
- 6.1 STC neither offers nor arranges insurance for any damage, loss or delay to any Article. The Consignor acknowledges that the prices charged for the Services have been agreed taking into account that STC does not offer or arrange such insurance. Any insurance required by the Consignor for any Article is to be arranged by the Consignor independently of these terms.
- 7. **Limitation of Liability & Indemnity**
- 7.1 Subject to clauses 6 and 8 which are paramount, STC shall not be liable to the Consignor nor to any other person, company or corporation for any loss or damage whatsoever suffered, or that may be suffered (whether in contract or in tort), as a result of any act or omission, whether negligent or otherwise, by or on behalf of STC in relation to the provision of the Services pursuant to this Agreement which results from any reason or cause

- which could not with reasonable diligence be controlled or prevented by STC.
- 7.2 STC shall be discharged from all liability whatsoever in respect of an Article:
 - (a) where notice in writing of a claim has not been given to STC within twenty-one (21) days of the date of delivery or where delivery has not been made, within twenty-one (21) days of the date when delivery ought to have or would have in the course of business been effected; or
 - (b) where suit is not brought within twelve (12) months of the date of delivery, or where delivery has not been made, within twelve (12) months of the date when delivery ought to have or would have in the course of business been effected.
- 7.3 The Consignor agrees to indemnify STC against any loss or damage which STC may suffer directly as a result of any action proceeding, claim, demand or prosecution arising out of the performance or non performance of the Services by STC.
- 8. **Nature of the Services**
- 8.1 The provisions of clause 7 shall be read subject to any implied terms, conditions or warranties imposed by the Competition and Consumer Act 2010 (Cth) ("CCA") and, to the extent that such legislation permits, STC expressly disclaims all conditions and warranties, express or implied in respect of the Services. If any condition or warranty is implied into this Agreement pursuant to any legislation (including, without limitation, the CCA and the legislation voids or prohibits provisions in this Agreement excluding or modifying the application of, exercise of, or liability under such condition or warranty, that condition or warranty will be deemed to be included in this Agreement, provided that the liability of STC for breach of the condition or warranty shall, to the extent such legislation permits, be limited, at its discretion to:
 - (a) the resupply of the Service; or
 - (b) the cost of resupply of the Service; in respect of which Service the breach occurred, and otherwise will be limited to the maximum extent permitted by law.
- 9. **Benefit of Limitation**
- 9.1 Any clause of this Agreement which excludes or limits the liability of STC in respect of the provision of Services shall extend to protect STC's employees, agents and sub-contractors and any other person providing any or all of the Services to be performed pursuant to this Agreement.
- 10. **Sub-contractors**
- 10.1 STC reserves the right to:
 - (a) sub-contract all or any of the Services to be performed hereunder at its sole discretion;
 - (b) carry or store Articles in any manner whatsoever which STC decides notwithstanding any instructions, expressed or implied, to the contrary by the Consignor; and
 - (c) deviate from the usual route of carriage where STC in its unfettered discretion deems necessary or desirable in the circumstances.
- 11. **Confidential Information**
- 11.1 The Consignor acknowledges and agrees that:
 - (a) any information disclosed to it by STC in connection with this Agreement or the provision of the Services ("Information") is disclosed in confidence and it will maintain that information in confidence; and
 - (b) it will not use or disclose such Information except in accordance with the terms and conditions of this clause.
- 12. **Privacy**
- 12.1 STC's obligations relating to the handling of Personal Information are contained in the Act, the Privacy Act 1988 (Cth), and the Australia Post Privacy Policy (<http://auspost.com.au>)
- 12.2 If STC's obligations under this Agreement are inconsistent with those set out in clause 12.1 in respect of the same subject matter, the obligations under the

Act, the Privacy Act 1988 (Cth) or the Australia Post Privacy Policy (as the case may be) will prevail.

13. Dangerous Goods and Electrical and Mechanical Articles

- 13.1 The Consignor shall not consign Dangerous Goods, or Electrical Articles or Mechanical Articles, unless STC has specifically agreed in writing beforehand that such particular Articles may be consigned. Nothing in this clause shall be construed as imposing any obligation on STC to agree to carry Dangerous Goods, or Electrical or Mechanical Articles.
- 13.2 Providing clause 13.1 has been complied with, then if the Consignor wishes to consign Dangerous Goods, or Electrical or Mechanical Articles, the Consignor:
 - (a) shall within a reasonable time before it intends sending such an Article, advise STC in writing of:
 - i. a full description of those Dangerous Goods, or Electrical or Mechanical Articles, including the nature, value and quantity of those Articles; and
 - ii. the packing arrangements proposed by the Consignor to ensure safe and adequate packing, taking into account the nature and risks ordinarily associated with the carriage and storage of such Dangerous Goods, or Electrical or Mechanical Articles; and
 - (b) shall comply with
 - i. any applicable laws, regulations or requirements relating to the packing, storing or transport, and
 - ii. any special instructions by STC, in respect of those Dangerous Goods, or Electrical or Mechanical Articles; and
 - (c) agrees to pay any additional charges reasonably incurred by STC on behalf of the Consignor in respect of the Article of such Dangerous Goods, or Electrical or Mechanical Articles.
- 13.3 If in STC's reasonable opinion, an Article containing Dangerous Goods, or Electrical or Mechanical Articles:
 - (a) presents, or is liable to present, an immediate danger or an unacceptable risk to any person, property or the environment; or
 - (b) is or is liable to become during carriage of a dangerous, inflammable, explosive, volatile, offensive or damaging nature, the Consignor authorises STC to destroy, dispose of, abandon or render harmless the Article without compensation to the Consignor.
- 13.4 The Consignor indemnifies STC against all claims losses, damages or expenses arising in consequence of the consignments of Articles of Dangerous Goods, or of Electrical or Mechanical Articles.

14. Termination

- 14.1 Either party may terminate this Agreement at any time with immediate effect by giving the other party written notice of termination where:
 - (a) the other party commits a material breach of this Agreement which is not remediable; or
 - (b) the other party, having breached a term of this Agreement which is remediable and having been given a notice which specifies the breach that has occurred and requires rectification of the breach within 10 Business Days, fails to remedy the breach within that period.
- 14.2 Notwithstanding the provisions of clause 14.1, either party may terminate this Agreement upon giving thirty days' written notice of termination to the other.

15. Force Majeure

- 15.1 Neither party is liable for delays or for non-performance due to an event of Force Majeure.
- 15.2 An obligation to pay money which is due and payable is not excused by Force Majeure.

16. Assignment

- 16.1 The Consignor shall not assign or transfer this Agreement without the prior written consent of STC. Any purported assignment or transfer without such consent shall be void and of no effect.

17. Lien

- 17.1 STC shall have a general lien for all charges due or falling due to it by the Consignor over the Articles the subject of this Agreement or on any Articles of the Consignor which subsequently came into the possession of STC for the provision of Services. STC shall have the right as the holder of the lien to sell the Articles and their contents for any amount it deems acceptable and apply the proceeds thereof towards discharge of the lien and the cost of the sale without incurring liability to any person for any loss or damage thereby incurred.

18. Variation

- 18.1 These terms and conditions may be waived, varied or added to from time to time:
 - (a) by written agreement between STC and the Consignor; or
 - (b) unilaterally by STC on giving thirty days' written notice to the Consignor.

19. Internet Terms

- 19.1 If STC and the Consignor agree to contract in respect of an Article or to book an Article for consignment by using the internet, then the parties agree that the terms of this Agreement apply to any such contract or booking using the internet.

20. Applicable Law

- 20.1 This Agreement is governed by, and shall be construed in accordance with, the laws in force in the State in which this Agreement is entered.

21. GST

- 21.1 All amounts payable under this Agreement are inclusive of GST. Each party agrees that to the extent it makes taxable supplies under this Agreement, it shall issue a tax invoice to the other party.
- 21.2 If the GST rate changes and results in an increased GST liability for Post, Post can recover this amount from the Customer.
- 21.3 If a supply made under this Agreement is treated as not subject to GST but is, or becomes, a taxable supply, the supplier may charge and recover from the recipient in addition to any other consideration, an amount equivalent to the GST payable on that taxable supply. This clause survives the execution and delivery of this Agreement and the completion of the transactions contemplated by it.
- 21.4 If, in relation to a supply made under this Agreement, an adjustment event occurs that gives rise to an adjustment, then the price of that supply (including any GST Amount) will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment. As a precondition to STC paying any amount to a supplier in respect of an adjustment, the supplier must issue a compliant adjustment note.
- 21.5 Any non-monetary consideration given under this Agreement is GST-inclusive (unless otherwise specified). If non-monetary consideration is given for a taxable supply under this Agreement and the GST-inclusive market value of that consideration is not clearly identifiable, the parties must discuss and mutually agree on the GST-inclusive market value of that non-monetary consideration, using GSTR 2001/6 as a guide.
- 21.6 Unless the contrary intention appears, words or expressions used in this clause 21 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)