



# **Australia Post**

## **Terms and Conditions**

*November 2019*

**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

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## DICTIONARY

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.

**Assessible Weight** means the greater of the cubic or actual weight, as measured and calculated by Australia Post.

**Australian Consumer Law** means the uniform consumer protection law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**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;
- (iii) 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
- (iv) 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.

**cubic weight** means the volumetric weight of an article, calculated by multiplying the length, width, and height in metres by 250.

**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](#).
- (vi) 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;
- (vii) 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](#);
- (viii) 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;
- (ix) 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;
- (x) 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;

- (xi) 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;
- (xii) 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;
- (xiii) Delivery of registered [articles](#) and articles covered under Extra Cover lodged outside Australia for delivery in Australia:
  - (a) 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
  - (b) [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.
- (xiv) an [article](#) carried by registered post may be delivered
  - (a) 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;
  - (b) 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;
  - (c) in any case:
    - by handing it to the [person](#) to whom it is addressed or a person authorised in writing by the [addressee](#);
  - (d) 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.
- (xv) 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.

- (xvi) 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 howsoever 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

available at <http://auspost.com.au/parcels-mail/downloadable-post-guides.html>.

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

**included compensation** means, for a particular service, the maximum level of compensation that is included as a part of that service. The included compensation differs for each service as set out in the table below:

<b>Service</b>	<b>Included Compensation</b>
Domestic Parcel Post and Express Post	Up to \$A100
International Economy, Standard, Express and Courier	Up to \$A100
Domestic Express Post Platinum	Up to \$A100
Registered Post	Up to \$A100
Domestic letter with tracking	Up to \$A100
Registered Post International	Up to \$A100

Service	Included Compensation
Extra Cover service in addition to one of the above services	The lower of the Extra Cover amount purchased and the value of the item
Domestic and international (prepaid economy air) letters	Not applicable

**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](#); and

- (b) 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 \$A10 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**

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- 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](#) 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**

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- 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**

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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](http://auspost.com.au).

#### **4 Carriage of mail and subcontracting**

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[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

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- 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.
- 5.2 The right to refuse to accept articles includes where any packaging or satchel that has been purchased from Australia Post has been defaced or modified, including modified in a way that the shape or size of the satchel or container has been increased or altered.

## 6 Governing law

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These terms and conditions are governed by the laws of Victoria.

## 7 Customer obligations

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- 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 The [customer](#) must not provide [Australia Post](#) with an article that is prohibited, including an item that:
- 7.4.1 is illegal, explosive, dangerous or destructive to send;
  - 7.4.2 is not adequately packed or packaged, or contains anything that is capable, as packed or packaged, of causing injury, or damage; or
  - 7.4.3 contains valuables either prohibited outright (such as bullion) or exceeding restrictions (such as bank notes or coins exceeding \$A200);
- 7.5 Where the [customer](#) fails to comply with this clause, [Australia Post](#) may in its absolute discretion refuse to provide the [service](#).

## 7B Australia Post's obligations

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- 7B.1 In providing postal and related services, Australia Post must provide the following consumer guarantees:
- 7B.1.1 guarantee as to due care and skill;
  - 7B.1.2 guarantee as to fitness for purpose; and

- 7B.1.3 in some circumstances, a guarantee as to time for supply – either the specified timeframe or a reasonable timeframe.
- 7B.2 Where [Australia Post](#) fails to provide [services](#) to a person in accordance with these consumer guarantees, and the person has complied with these and any other relevant terms and conditions, then a person may have a right to seek a remedy in accordance with the Australian Consumer Law.
- 7B.3 Subject clause 63 of these terms and conditions (which seeks to exclude Australia Post's liability in circumstances where permitted under Section 34 of the Act), nothing in these terms and conditions excludes or restricts the application of laws including the Australian Consumer Law.

## **PAYMENT OF POSTAGE**

### **8 Postage payable by postage stamps**

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- 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 uncanceled postage stamps to the article: or
- 8.1.2 for articles lodged in Australia for [international carriage](#), affixing uncanceled 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 uncanceled 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**

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- 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

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- 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

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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

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- 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

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- 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 [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](#).
- 13.5 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

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- 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 [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**

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- 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 delivery obligations**

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- 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"**

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- 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**

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- 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**

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- 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

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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

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- 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

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[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

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- 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

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- 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 to a visitor or tourist who has been resident in the area served by the [office](#) for less than 6 months;
  - 24.3.3 to an [addressee](#) who has been given prior permission by [Australia Post](#) to have [articles](#) addressed to him at that [office](#); or
  - 24.3.4 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

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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

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- 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

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- 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

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- 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**

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- 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**

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- 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**

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- 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

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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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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

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- 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

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- 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

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[Australia Post](#) shall obtain a signature from the person to whom an [Express Post Platinum container](#) or parcel is delivered.

## 40 Express Post – Failure to meet service standards

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- 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.

## 40A National Flat Rate Delivery Services

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- 40A.1 Satchels and other packaging to be used for sending Parcel Post and Express Post Articles at a national flat rate may be sold at such [offices](#), or online by Australia Post, on such conditions as Australia Post may publish.
- 40A.2 Subject to clause 40A.3 and 40A.4, satchels or packaging sold under clause 40A.1 may be purchased with [postage](#) included or [postage](#) not included.
- 40A.3 Where postage is included in the purchase price of satchels or packaging sold under this clause, it shall be indicated by a postage stamp, representation of a postage stamp (or other indicator of postage paid), or a combination of a postage stamp and representation of a postage stamp (or other indicator of postage paid) affixed to or printed or impressed on the satchels or packaging.

- 40A.4 Where [postage](#) is not included in the purchase price of the satchels or other packaging for Parcel Post Articles or Express Post Articles, [postage](#) shall:
- 40A.4.1 in the case of Express Post satchels, Express Post boxes or Parcel Post Satchels, be purchased at the same time as the satchel or packaging is purchased; and
- 40A.4.2 in the case of all other satchels or packaging, be sold at such offices and on such conditions as Australia Post may publish.
- 40A.5 Where purchase of a satchel or packaging for national flat rate does not include [postage](#) it shall, postage shall, upon payment, be indicated by an Australia Post issued postage label or bar code printed and affixed on the satchel or packaging, or where [postage](#) is included, in accordance with clause 13 of these terms and conditions.
- 40A.6 National flat rate postage applies to Australia Post packaging or satchels for items that weigh up to 5 kilograms. Any Articles lodged using Australia Post's flat rate packaging or satchels must fit within the packaging or satchel purchased. Items must be fully enclosed in the satchel or packaging and must not be packed so tightly that they bulge or otherwise might cause the satchel or packaging to split.
- 40A.7 Australia Post packaging (other than satchels) may be used for sending items that weigh more than 5kg.
- 40A.8 Customers may use their own packaging to access national flat rate delivery for items under 5 kilograms. The postage applied to a Parcel Post Article where a customer has used their own packaging will depend on the weight category that the parcel's assessable weight aligns to. The applicable weight breaks for each price be determined by Australia from time to time in accordance with the Act.
- 40A.9 Items lodged using a Customer's packaging will be weighed and measured and charges will be determined based on the assessable weight, as assessed by Australia Post.
- 40A.10 Parcel Post and Express Post pre-paid and postage not paid satchels shall not be used by customers for items which exceed 5 kilograms in weight, Any articles lodged in Australia Post packaging which exceed 5 kilograms in weight shall be charged at the rates as determined by Australia Post from time to time in accordance with the Act.
- 40A.11 Express Post satchels and packaging are designed specifically for the Express Post service and may not be used for for any other service. Packaging that is not specifically designed for the Exptres Post Service must not be used for the to the they may only be used for the Express Post Service. Where Australia Post satchels are not designated as being for Parcel Post they may only be used for the Parcel Post Service.
- 40A.12 Notwithstanding clause 31.4, any Australia Post packaging (but not including a satchel) that has been used for a national flat rate delivery may (subject to compliance with Australia Post's packaging requirements and any previously used labels and barcodes being removed or covered), be reused by a customer. If applicable, Express Post Packaging may only be reused for the Express Post Service.

## MISCELLANEOUS

### **41 Seasonal greeting cards**

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- 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**

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- 42.1 This clause does not apply to postage prepaid articles, including 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, label or bar code printed, affixed 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 prepaid postage 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**

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- 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"; and
- 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**

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- 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 Postal [articles](#) containing correspondence, documents or literature written in Braille or Moon;
- 44.1.2 Postal [articles](#) containing documents with large print for use by vision impaired people; and
- 44.1.3 postal [articles](#) containing:
- (i) aids for the teaching of Braille to the blind or vision impaired;
  - (ii) devices for accessing literature, or producing or displaying tactile information, including software for the translation to/from braille or moon, designed specifically for the use of blind or vision impaired persons;
  - (iii) special media on which tactile writing may be embossed or typed, intended solely for the blind or vision impaired persons;
  - (iv) any form of speech recording, or device which uses speech or sound, designed specifically for the use of blind or vision impaired people;
- and weighing not more than twenty-two 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**

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- 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**

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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**

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- 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**

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- 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**

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- 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**

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- 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](http://auspost.com.au)

## PAYMENT OF POSTAGE

### **49 Air and Sea Mail rates of postage**

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- 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**

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- 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 lodgment. 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**

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- 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.

## LODGEMENT AND DELIVERY ISSUES

### **52** Instruction in respect of non-delivery of postal parcels

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- 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

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- 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

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- 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](#);
  - (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**

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- 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**

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- 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, calendars, 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

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- 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

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- 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

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- 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 and Packaging Guide, available at [auspost.com.au/postguides](http://auspost.com.au/postguides).

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

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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

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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 – AUSTRALIA POST'S LIABILITY

### PRELIMINARY

#### **61B Australia Post's service commitment**

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- 61B.1 As set out in [clause 7B](#), Australia Post will exercise due care and skill in supplying its services. However, the nature of postal services is such that circumstances may impact on the successful delivery of articles.
- 61B.2 Our postal delivery services are generally suitable for sending items up to \$100 in value.
- 61B.3 In cases where an article is lost or damaged in transit, a person may be eligible for compensation, as set out in this part below, depending on the service used to send the article and whether the person complied with the [Australia Post Terms and Conditions](#).
- 61B.4 Nothing in this clause excludes or restricts the application of laws including the Australian Consumer Law.

#### **62 Interpretation**

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- 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 Statutory Immunity – Section 34 of the Act – carriage of letter or article, no receipt**

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- 63.1 This section applies where [Australia Post](#) provides a service in relation to the carriage of a letter or an article by means of the letter service, and 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 a letter or 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 – other circumstances**

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- 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. Subject to the application of any law, the operation of which cannot be excluded, (including the Australian Consumer Law), the provisions in this Part E of these terms and conditions, and any Extra Cover service purchased by a sender, [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 a letter or 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 Liability for consequential loss or damage**

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Subject to the application of any law, the operation of which cannot be excluded, (including the Australian Consumer Law) and notwithstanding any other clause in the [Australia Post Terms and Conditions](#), Australia Post will not be liable to the customer or any other person for any economic loss, loss of revenue, loss of production, loss of profits, loss of income, loss of markets, loss of reputation, loss or impairment of goodwill, loss of business, loss of customers, loss of an opportunity or chance, loss of value, loss of use, loss of anticipated savings, increased costs of work or materials, or the cost of defending and settling any claim or any other form of indirect and/or consequential loss or damage arising from the provision of any of its Services, including the Special Services.

## **66 Limitation of liability and release and indemnity**

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- 66.1 To the extent permitted by law, [Australia Post](#) expressly disclaims all conditions and warranties, express or implied, in respect of its Services, including the Special Services. Where the law precludes such exclusion and implies certain conditions and warranties into these terms and conditions, the liability of Australia Post for breach of such condition or warranty shall be limited, where legally permissible, to:
- 66.1.1 supplying the service again; or
  - 66.1.2 payment of the cost of having the service supplied again.

- 66.2 Nothing done in pursuance of this Part whether constituted by a refund of [postage](#) or a payment of [money](#) shall constitute an admission of liability by [Australia Post](#).
- 66.3 To the extent permitted by law (including the Australian Consumer Law), customers release [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 caused by the negligent act or omission of the customer, or any failure of the customer to comply with these terms and conditions or any other applicable service conditions or Guides.

## **67 Force majeure**

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[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**

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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.

## **69 Merger**

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All the rights, immunities and limitations of liability in these terms and conditions 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 Services, including any Special Service.

## **WARRANTIES**

### **69A Warranty against defects of services**

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- 69A.1 In respect of services acquired for an addressee's business purpose, the warranty against defects is excluded pursuant to subregulation 90(1A) of the *Competition and Consumer Law Regulations 2010*.
- 69A.2 In respect of services acquired for other purposes, the following warranty against defects applies: Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

## COMPENSATION SCHEME

### **70 Amount of compensation**

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- 70.1 In the event of loss or damage to an [article](#), [Australia Post](#) may provide the claimant with compensation as a remedy as provided for in this clause below. Nothing in this clause is intended to preclude any rights to a remedy that a customer may have under the Australian Consumer Law.
- 70.2 Where an [article](#) has been [lost](#) or damaged in the course of [carriage](#) but excluding articles that fall under [clause 63](#), [Australia Post](#) may replace the article or pay to the claimant an amount equal to:
- 70.2.1 the replacement cost value of the [article](#);
- 70.2.2 the included compensation applicable for the particular service that was used for the carriage of the article,
- 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 service.
- 70.3 [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.
- 70.4 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**

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- 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 determines that the damage was not caused or contributed to by Australia Post.

### **72 Notice of article subsequently found**

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Where [Australia Post](#) makes a payment 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 amount paid to the claimant for the lost article under [clause 70](#).

## **PROCESSING OF CLAIM**

### **73 Claim form and process**

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- 73.1 Any claim for compensation must be made on a form authorised by [Australia Post](#) for the purpose and accompanied by the necessary evidence.
- 73.2 When making any claim for compensation the Customer must comply with any Australia Post claim investigation process and any reasonable requests.

### **74 Claimant**

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- 74.1 Where an [article](#) is [lodged](#) for domestic [carriage](#) generally it will be the [sender](#) that will claim for loss of an article and the [addressee](#) will claim for damage to an article provided. However, either party may seek to claim for loss or damage and in these situations, [Australia Post](#) will consider the claim on a case-by-case basis.
- 74.2 Where an [article](#) is [lodged](#) for [international carriage](#), generally it will be the [sender](#) that will claim for loss or damage to the article. However, the [addressee](#) may seek to claim for loss or damage and in these situations, [Australia Post](#) will consider the claim on a case-by-case basis.

### **75 Time for claim**

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A claim for compensation must be made within 6 months from the date of lodgment of the article, or in the case of International Courier or International Express items 30 days from the intended date of delivery.