Australia Post eCommerce Partner Reseller - Delivery Service Terms & Conditions

Last updated February 2025

These terms and conditions apply to the provision and use of Australia Post delivery services purchased via an authorised Australia Post eCommerce Partner Reseller.

If you select and purchase Australia Post delivery services through the website or platform of an authorised Australia Post eCommerce Partner Reseller, these terms and conditions, in addition to the Australia Post Terms and Conditions (which can be found here), will form a contract between you and Australia Post.

Please read these terms and conditions carefully. If you do not agree to these terms and conditions please do not select the Australia Post delivery services.

All capitalised terms that we refer to have been defined at the end of these terms and conditions.

1. Relationship of these Terms to Australia Post Terms & Conditions

1.1. This Agreement is supplementary to the Australia Post Terms and Conditions. To the extent that any Delivery Service provided through the Australia Post eCommerce Partner Reseller via the Partner Website, is not expressly referred to or included herein, the Australia Post Terms and Conditions apply. In the event of any inconsistency between the Australia Post Terms and Conditions, and these Terms & Conditions, the Australia Post Terms and Conditions will prevail for the purpose of resolving the inconsistency.

1.2. Except to the extent (if any) expressly provided for in this Agreement, the conditions applying to the Delivery Services ordered by a Customer through the Australia Post eCommerce Partner Reseller via the Partner Website shall be the relevant service-specific terms and conditions made pursuant to the Act, the regulations to the Act, the Australia Post Terms and Conditions, and other written instructions published by Australia Post from time to time.

2. Specific Conditions for Delivery Services and Postage Labels

The Customer acknowledges that the following conditions apply to the Customer's use of Delivery Services purchased through the Australia Post eCommerce Partner Reseller via the Partner Website:

(a) The Partner Website is operated by the Australia Post eCommerce Partner Reseller (in their own capacity and not as agent for Australia Post). Australia Post is not the provider of the Partner Website and does not provide any warranty and does not accept any liability for use of Partner Website or the consequences of the Partner Website not being capable of being supplied for any technical reason.

(b) The Customer must comply with all instructions and procedures issued by Australia Post in connection with the Customer's access to the Delivery Services via the Australia Post eCommerce Partner Reseller and the Partner Website.

(c) The Customer must supply full and accurate information whenever requested to do so in the course of the Customer accessing or attempting to access the Delivery Services. Without limitation, the Customer must supply accurate information concerning such matters as the Customer's personal information, the addressee of the Postal Item, and Postal Item size, weight, contents and value.

(d) The Customer must not, at any time, seek to use any Delivery Service, for the consignment of any Dangerous, Prohibited or Restricted Items. It is the Customer's sole responsibility to assess whether items for consignment

are, or may be, classified as Dangerous, Prohibited or Restricted Items , and/or are items which are prohibited or regulated goods for the purposes of the laws of the country of destination. Australia Post provides information concerning Dangerous, Prohibited or Restricted Items eg. see auspost.com.au/parcels-mail/dangerous-and-prohibited-items.html, but Australia Post does not represent that the information supplied is complete or up to date, and Australia Post has no liability for any consequence of a Customer sending, or attempting to send, any Dangerous, Prohibited or Restricted Items by mail. The Customer's indemnity in favour of Australia Post (see clause 6.4) applies in the event that any loss, harm or damage arises out of the consignment of Dangerous, Prohibited or Restricted Items.

(e) Any Postage Label issued as part of the Delivery Services is for a single use. Any attempt to re-print, copy, duplicate or re-use a Postage Label with the intention of securing the provision of a Delivery Service without due payment constitutes a breach of these terms, and may constitute an offence under the Australian Commonwealth Criminal Code.

(f) The Customer must not deliberately damage, obscure information on, or alter a Postage Label with the intention of securing the provision of a Delivery Service without due payment. This may constitute an offence under the Australian Commonwealth Criminal Code.

(g) The Customer must not seek to cancel and obtain a refund for a Postage Label after the Customer has already lodged the relevant Postage Article for delivery, or if the Customer intends to lodge the relevant Postage Article for delivery at a later date, with the intention of securing the provision of a Delivery Service without due payment. This may constitute an offence under the Australian Commonwealth Criminal Code. However, if the Customer requires a refund for a Postage Label that was printed in error, the Customer no longer wishes to use the Postage Label, or for technical reasons has been unable to access the Postage Label, the customer should contact the Australia Post eCommerce Partner Reseller via their customer service channels.

(h) The Customer accepts sole responsibility for assessing and advising accurate actual weights and dimensions of Postal Items sought to be delivered using the Delivery Services. If any Postal Item (whether consigned on the basis of an estimated weight or otherwise) is found by Australia Post to have an actual weight or dimension in excess of the weight or dimension stated by the Customer, Australia Post may refuse to accept and deliver the Postal Item where it has reasonable grounds to do so. For parcels over 1kg the greater of the actual weight or cubic weight equivalent is taken to be the weight for any price determination. The cubic weight is the parcels volume in cubic metres multiplied by 250. Australia Post reserves the right to also apply cubic charges to a parcel weighing less than 1kg.

(i) The Customer accepts sole responsibility for advising accurate delivery address details through the Partner Website. Australia Post will not be responsible for any failure of, or delay in, the delivery of any Postal Item using the Delivery Services if the

Customer's instructions are ambiguous, incomplete or inaccurate.

(j) Extra Cover may be purchased at additional cost for some consignments of Postal Items. Specific terms and conditions (including exclusions) apply to Extra Cover. The full terms and conditions applicable to Extra Cover are available at Section 6 of the Australia Post Terms and Conditions; see auspost.com.au/general-terms-conditions.html.

(k) The Customer must properly and adequately package each Postal Item to be sent using the Delivery Services. Australia Post reserves the right to decline to accept or carry any article which is in Australia Post's reasonable opinion inadequately or inappropriately packaged. Customers should use postal-specific product packaging where the service dictates the use of specific packaging and have regard to Australia Post's packaging guidelines at auspost.com.au/parcels-mail/packaging-hints-and-tips.html.

(l) The Delivery Service is personal to the Customer. The Customer is prohibited from selling or resupplying any Delivery Services purchased or Postage Labels printed through the Australia Post eCommerce Partner Reseller and the Partner Website, without the express written permission of Australia Post

3. Delivery services

3.1. The Customer acknowledges that the Delivery Services available for purchase through the Australia Post eCommerce Partner Reseller and the Partner Website may include the following Australia Post services only:

(a) Parcel Post service, in the format of:
  (i) Assessed parcels,
  (ii) Flat rate Satchels, and
  (iii) Flat rate boxes

(b) Express Post parcel service, in the format of:
  (i) Assessed parcels

(c) Signature on delivery value added service

(d) Extra Cover value added service for assessed parcels

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

3.2. The Customer acknowledges that any delivery timetable and/or calculators relating to the Delivery Services specified at clause 3.1 which may be published (including on the Australia Post Website) provide Australia Post's best estimates only of the delivery time for Delivery Services, and that Australia Post does not warrant that it will perform the services in accordance with those timetable and/or calculators.

4. Customer Warranties and Acknowledgements

4.1. The Customer warrants that any and all data and information provided by the Customer to Australia Post or the Australia Post eCommerce Partner Reseller is, and will be, complete, up to date, true and correct, to the best of the Customer's knowledge and belief, and that the Customer's use of any Delivery Service purchased through the Australia Post eCommerce Partner Reseller via the Partner Website, will be effected in full compliance with all of Australia Post's reasonable directions and requirements, and will comply with all laws, regulations and directions of Government or Governmental authorities.

4.2. The Customer acknowledges that Australia Post may refuse to provide the Delivery Services if:

(a) in Australia Post's opinion, any information or instruction submitted

through the Partner Website is illegible, incorrect, or ambiguous; or

(b) Australia Post has reasonable grounds for believing that the Customer's request for supply of a Delivery Service is, or could be, unlawful.

5. Australia Post and Customer Liabilities

5.1. The Partner Website is provided by the Australia Post eCommerce Partner Reseller. Australia Post is not the provider of the Partner Website and does not provide any guarantees, conditions or warranties in respect of the Partner Website. Australia Post shall not be liable to the Customer or to any other person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, in relation to the promotion, provision, suspension or termination of the Partner Website.

5.2. Subject only to the Australia Post Terms and Conditions, (which include the terms and conditions of Extra Cover, and service specific terms and conditions for Delivery Services provided through the Partner Website, which may in certain circumstances provide some remedy to a Customer for delayed delivery or non-delivery of Postal Items), to the maximum extent permitted by law, Australia Post shall not be liable to the Customer or to any other person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, except for acts or omissions by Australia Post which constitute fraud or wilful misconduct, by or on behalf of Australia Post in relation to the promotion, provision, suspension or termination of the Delivery Services available through the Partner Website, or any other matter or thing relating to this Agreement.

5.3. To the maximum extent permitted by law (including without limitation the *Competition and Consumer Act 2010* (Cth)), Australia Post expressly disclaims all guarantees, conditions and warranties, express or implied, in respect of the Delivery Services. Where the law precludes such exclusion and imposes any guarantees, conditions and warranties into this Agreement, and provided the law permits, the liability of Australia Post for breach of such guarantee, condition or warranty shall be limited, at the option of Australia Post, to any one or more of the following:

(a) supplying the Delivery Service again; or

(b) payment of the cost of having the Delivery Service supplied again.

5.4. To the maximum extent permitted by law the Customer will indemnify Australia Post, and will keep it indemnified, against any Indemnifiable Loss arising out of or in connection with any breach by the Customer of its obligations under, or a representation or warranty made by the Customer in these terms. The Customer's liability to Australia Post under this clause is reduced proportionately to the extent that the Indemnifiable Loss was caused or contributed to by Australia Post.

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

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

6. Termination

6.1. A Customer's use of the Partner Website or access to the Delivery Services via the Partner Website may be suspended or terminated at any time. Similarly, the Partner Website or the availability of the Delivery Services on the Partner Website may be suspended or terminated at any time. Unless the Australia Post eCommerce Partner Reseller or Australia Post has an entitlement to suspend or cancel commenced transactions (such as under these terms and conditions, or under the Act, or the Australia Post Service Terms and Conditions), all transactions commenced before any suspension or termination will be completed.

6.2. The Australia Post eCommerce Partner Reseller and Australia Post may, at any time, without cause, suspend or terminate the Customer's access to the Delivery Services through the Partner Website, save that any incomplete Delivery Services or payment liabilities which exist at the time of any such termination must be completed and effected in full irrespective of any such termination.

7. Governing Law

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

8. Privacy

Australia Post respects the privacy of its Customers and their personal information. Any and all data and information collected by Australia Post through the provision of Delivery Services through the Partner Website will be managed strictly in accordance with the Australia Post Privacy Policy.

9. Trade Marks

"Australia Post", "Parcel Post" and "Express Post", are trade marks of The Australian Postal Corporation. No licence to use any of these trade marks is given or implied. The trade marks may not be copied, downloaded, reproduced, used, modified or distributed in any way without the prior written permission of Australia Post.

10. Sub-Contractors

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

11. Variation

11.1. Australia Post may vary these terms and conditions at any time by giving appropriate notice of proposed changes through the Australia Post Website. If the Customer does not accept any variation to the terms and conditions, the Customer should cease selecting and purchasing the Delivery Services through the Partner Website.

12. Customer Service

12.1. The Partner Website is operated by the Australia Post eCommerce Partner Reseller. If you require customer service information or assistance with your use of the Partner Website you should contact the Australia Post eCommerce Partner Reseller through their customer service channels.

12.2. If you wish to request a refund of any amount you have paid to the eCommerce Partner Reseller, you must contact the Australia Post eCommerce Partner Reseller.

12.3. If your query relates to a Delivery Service

provided by Australia Post (including a query about the tracking or delivery of your Postage Article), then for your convenience you may contact the Australia Post eCommerce Partner Reseller in the first instance, who is authorised and equipped to resolve most types of queries. If the Australia Post eCommerce Partner Reseller is unable to address your query they will redirect you to Australia Post.

13. Definitions

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

13.2. In these terms and conditions, unless the context dictates otherwise:
"**Agreement**" means the agreement between Australia Post and a Customer formed when a Customer, via the Australia Post eCommerce Partner Reseller and the Partner Website, selects and commences ordering the Delivery Services, and accepts these terms and conditions;
"Australia Post eCommerce Partner Reseller" means an Australia Post eCommerce Partner authorised to act as a reseller of Australia Post delivery services.
"Australia Post Terms and Conditions" means the terms and conditions made pursuant to section 32 (1) (b) of the Act, published at auspost.com.au/general-terms-conditions.html;
"**Australia Post Website**" means the website operated by Australia Post and located at auspost.com.au.
"**Charges**" means the fees and charges levied by the Australia Post eCommerce Partner Reseller for the Delivery Services ordered through the Partner Website.
"**Customer**" and/or "**you**" means a user of the Partner Website who selects and purchases the Delivery Services via the Partner Website;
"**Dangerous, Prohibited or Restricted Items**" means goods which are either absolutely prohibited from carriage by post, or goods which can only be carried by post subject to certain specific conditions - concerning such matters as licensing, special packaging, and declaration of contents;
"**Delivery Services**" means the delivery and value added services selected by a Customer that are offered by Australia Post via the Australia Post eCommerce Partner Reseller and the Partner Website, and the incidental issue of Postage Labels. The Delivery Services can be any of the delivery or value added services outlined in clause 3.
"**Express Post**" means the Australia Post Express Post delivery service as described in the Australia Post Terms and Conditions;
"**Extra Cover**" and/or "**Extra Cover Service**" means the Australia Post service described at Schedule 1 of the Australia Post Terms and Conditions under which Australia Post, for a prescribed fee, agrees to compensate a Customer if a Postal Item covered by Extra Cover is lost or damaged in transit (see auspost.com.au/general-terms-conditions.html)
"**GST**" has the same meaning as defined in section 195 of the A New Tax System (Goods and Services Tax) Act 1999;
"Indemnifiable Loss" means Loss incurred by Australia Post in connection with any of the following:
a) an injury to or death of any person;
b) property damage;
c) a third-party claim against Australia Post; and
d) a claim that Australia Post or the Customer has contravened any laws.
"**Parcel Post**" means the Australia Post Parcel Post delivery service as described in the Australia Post Terms and Conditions;
"**Partner Website**" means the website or platform operated by the Australia Post eCommerce Partner through which you select and purchase the Delivery Services.
"**Postage Label**" means a shipping label indicating the Delivery Service the Customer has selected and purchased, which contains

both the sender address and the destination delivery address, and Postal Item details such as the Postal Items weight that may be issued via the Australia Post eCommerce Partner Reseller and the Partner Website;
"**Postal Item**" means an article of a kind that, under the Australia Post Terms and Conditions on which Australia Post supplies postal services, may be carried by post.