

Australia Post Business Credit Account Terms and Conditions (1 July 2024)

Summary of changes of key terms

Clause #	Description	Recent Changes
1	Introduction	<i>New heading “Our contract with you”– The BCA Terms form a contract between a customer and Australia Post (and our related bodies corporate, where applicable). These BCA Terms will apply when the customer applies for or uses a Business Credit Account.</i>
3 & 4	Minimum Spend Threshold and Credit Limit	<i>The minimum spend requirement has not changed, but we reserve the right to change the minimum spend amount and the credit limit on 14 days’ notice.</i>
5	Unauthorised transactions	<i>This clause has been revised to clarify that the customer must notify us of any unauthorised use of your account and is not responsible for any unauthorised use after notification. The customer must indemnify us where there is unauthorised use of your business credit account and the customer has unreasonably delayed notifying us.</i>
6	Terms of payment	<i>This clause has been revised to reflect our current business practice of 14-day payment terms. It also notes the impacts of failing to make payments within specified payment terms and could include a late payment fee for amounts overdue, temporary suspension or termination.</i>
8	Transaction errors	<i>This clause has been revised to note that any transaction errors must be reported to us within 7 days of receiving the invoice (any undisputed amounts must be paid within the payment terms).</i>
10	Security for performance	<i>This clause has been updated to note the forms of security required by Australia Post from time to time e.g. a director’s guarantee for a company.</i>
12	Indemnity	<i>The clause has been revised to balance the indemnities provided by you. It limits Australia Post’s right to an indemnity for third party claims and losses caused by a breach of law (by you, or where your breach causes Australia Post to be in breach of an applicable law).</i>
14	Termination / Suspension	<i>This clause has been revised to clarify the customer’s right to terminate the Account with 5 business days’ notice and Australia Post’s suspension and termination rights in the event of a customer’s default e.g. fraud or improper/unlawful account use. A customer may be required to pay the full balance of the Account including any fees incurred upon suspension or termination of the business credit account.</i>
15	Notice	<i>This clause has been revised to clarify when notice is taken to have been given e.g. if by prepaid post, 6 days after posting or if by email, 4 hours after the email is sent (unless a message was received noting the email was not delivered).</i>
16	Entire Agreement	<i>This is a new clause stating that the BCA Terms form the entire agreement between the parties in relation to the operation of the Account and supersedes all previous agreements.</i>
17	Variation	<i>This clause now states the notice period which Australia Post must give 30 days’ notice before we make any changes to the BCA Terms.</i>
19	Execution	<i>This clause has been updated to confirm that the BCA Terms may be executed in counterparts and electronically.</i>

22 and 23	Severance and Remedies Cumulative	<i>These boilerplate clauses (ordinarily found in commercial contracts) have now been included. They address the situation where a specific contractual provision is unenforceable and state the available remedies for a breach of contract are cumulative (i.e. pursued simultaneously).</i>
24	Complaint / Dispute Resolution	<i>This new clause sets out the process for making a complaint (both internally and externally).</i>