

# Easy Returns Service Terms and Conditions

These Terms and Conditions will apply each time you agree to use our Easy Returns service. Please read these Terms and Conditions carefully each time you use the Service, so that you are aware of any changes made since your last use.

If you do not agree to these Terms and Conditions, you must exit the Easy Returns Platform and not use the Service.

## 1. Definitions

1.1 Except where a word or phrase is defined in these Terms and Conditions, all words and phrases shall have the same meaning given to them in either the Act and the Australia Post Terms and Conditions.

1.2 In these Easy Returns Terms and Conditions:

**“Act”** means the *Australian Postal Corporation Act 1989*.

**“Australia Post”, “we”, “our” or “us”** means Australian Postal Corporation.

**"Australia Post Terms and Conditions"** means the terms and conditions made pursuant to section 32 (1) (b) of the Act, and available at [https://auspost.com.au/content/dam/auspost\\_corp/media/documents/ap-terms-and-conditions.pdf](https://auspost.com.au/content/dam/auspost_corp/media/documents/ap-terms-and-conditions.pdf)

**"Charges"** means the Australia Post fees and charges for the Service.

**"Customer", "you" or “your”** means a person who agrees to receive the Services from Australia Post in accordance with these Terms and Conditions.

**"Dangerous or Prohibited Goods"** means those goods which meet the criteria of one or more of the nine United Nations hazard classes prescribed in the current Technical Instructions of the Civil Aviation Organisation and reflected in the Dangerous Good Regulations of the International Air Transport Association.

"**Delivery Method**" means either the domestic Parcel Post or Express Post delivery service, as selected by you.

"**Easy Returns**", "**Easy Returns service**", and/or "**Service**" means the service received by Customers who access the Easy Returns Platform, which includes the receipt of domestic mailing documentation online and delivery of the Parcel lodged with Australia Post or an authorised Retail Partner.

"**Easy Returns Terms and Conditions**" or "**Terms and Conditions**" or means these terms and conditions.

"**Easy Returns Platform**" or "**Platform**" means platform accessed through the the following URL <http://returns.auspost.com.au/>

"**Express Post**" means the Australia Post Express Post delivery service described in the Australia Post Terms and Conditions, and where applicable, as modified by the provisions of these Terms and Conditions, including the option of tracking.

"**GST**" has the same meaning as defined in section 195 of the A New Tax System (Goods and Services Tax) Act 1999.

"**Licensed IP**" means the Easy Returns Platform, and other supporting materials relating to the Platform, and any other intellectual property owned by or licensed to Australia Post and which is provided under this Agreement or through this service.

"**Parcel**" means any article carried by us using the Service.

"**Parcel Post**" means the Australia Post Parcel Post delivery service as described in the Australia Post Terms and Conditions, and where applicable, as modified by the provisions of these Terms and Conditions, including the option of tracking.

"**Postage Label**" means a label that designates either the amount payable for delivering a Parcel consigned through the Service, or the shipping label indicating the Delivery Method and the delivery address.

## **2. Application of the Australia Post Terms and Conditions**

2.1 These Terms and Conditions are supplementary to the Australia Post Terms and Conditions. To the extent that any aspect of the Easy Returns service is not referred to in these Terms and Conditions, the Australia Post Terms and Conditions will apply. In the event of any inconsistency between, the Australia Post Terms and Conditions, and these Terms and Conditions, these Terms and Conditions will prevail for the specific purpose of resolving that inconsistency.

2.2 Except where expressly provided for in these Terms and Conditions, the terms and conditions for the delivery services provided to a Customer under the Easy Returns service shall be the Australia Post Terms and Conditions.

## **3. Service Commitment**

3.1 We will exercise due care and skill in supplying the Services. However, the nature of postal services is such that circumstances may impact the successful delivery of Parcels.

3.2 Our services are generally suitable for sending items up to \$100 in value.

3.3 In cases where a Parcel is lost or damaged, a person may be eligible for compensation, as set out in the Australia Post Terms and Conditions, depending on whether you have complied with these Terms and Conditions and all applicable Australia Post Terms and Conditions.

3.4 Nothing in these Terms and Conditions excludes or restricts the application of laws including the Australian Consumer Law.

## **4. (Statutory Immunity – Section 34 of the Act – carriage of parcel, no receipt)**

Where we carry a Parcel for you using the letter service, and where we have not given you a receipt upon lodgement of that Parcel, we will not be liable for loss or damage arising from or caused by:

4.1 the injury, illness or death of any person;

4.2 misdelivery including delivery otherwise than to the addressee, delayed delivery, early delivery or failure to deliver any Parcel;

4.3 damage to the contents of a Parcel whether concealed or otherwise, including but not limited to deterioration, contamination or evaporation of any article or thing; or

4.4 any other loss or damage of any kind, however caused and whether direct or consequential, including, but not limited to, negligence or breach of these Terms and Conditions by us, our employees, contractors, servants or agents, that arise in connection with the Services.

**5. (Liability – other circumstances)** Where we carry a Parcel for you and we give you a receipt upon lodgement of that Parcel, and we are not delivering the Parcel using the letter service, we will not, subject to the application of any law the operation of which cannot be excluded, (including the Australian Consumer Law), be liable for loss or damage arising from or caused by:

5.1 the injury, illness or death of any person unless such injury, illness or death has been caused by the negligence of Australia Post; or

5.2 any of the circumstances listed in clause 4.2 to 4.4.

**6. (Liability for consequential loss or damage)** 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 you or any other person for any economic loss, loss of revenue, loss of production, loss of profits, loss of income, loss of reputation, loss of an opportunity or chance, loss of use, 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 the Services.

## 7. Limitation of liability and release and indemnity

7.1 To the extent permitted by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the Services. Where any law prevents this 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:

(a) supplying the service again; or

(b) payment of the cost of having the service supplied again.

7.2 To the extent permitted by law (including the Australian Consumer Law), you release Australia Post from and indemnify us 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 your negligent act or omission, or your failure to comply with these terms and conditions or any other applicable service conditions or Guides.

7.3 (**Force Majeure**) We will not be in breach of these Terms and Conditions nor liable for failure to observe or perform any obligation 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" the Services in their entirety, or in some instances in respect of deliveries to or from certain locations impacted by the Force Majeure shall be suspended.

## 8. Specific Service Conditions

8.1 You agree that the following conditions apply to your use of the Easy Returns service:

(a) This Service is personal to you and purchasing Postage Labels is only available for returning goods to merchants or other organisations who have sent those goods to you.

(b) Australia Post can only provide the Service if your desktop or mobile operating system is compatible with the Easy Returns application.

(c) You must not use the Easy Returns Service for consigning any Dangerous or Prohibited Goods. It is your responsibility to assess whether items consigned are, or may be, classified as Dangerous or Prohibited Goods. Information concerning Dangerous and Prohibited goods is available at

[https://auspost.com.au/content/dam/auspost\\_corp/media/documents/dangerous-and-prohibited-goods-guide.pdf](https://auspost.com.au/content/dam/auspost_corp/media/documents/dangerous-and-prohibited-goods-guide.pdf). Australia Post does not represent that

the information supplied at this webpage is complete or up to date.

8.2 When using the Service, you must:

(a) comply with all applicable laws, regulations and dangerous goods codes relating to the packaging and consignment of Parcels;

(b) comply with all Australia Post or Australia Post's contractors' instructions and reasonable directions relating to the Easy Returns services;

(c) supply complete and accurate information to Australia Post or any of its sub-contractors;

(d) ensure the Parcel has been properly and safely packed to provide adequate protection from damage; bearing in mind the delivery is through a postal service and having regard to Australia Post's packaging guidelines at <http://auspost.com.au/parcels-mail/packaging-hints-and-tips.html>

(e) not offer any Postal Label for sale or re-supply to any person or entity without the written permission of Australia Post; and

(f) not attempt to copy, duplicate or re-use a Postage Label with the intention of securing the provision of a postal service without payment of charges (which would be a breach of the Australia Post Terms and Conditions and may constitute an offence under the Australian Commonwealth *Criminal Code* 1995).

## **9. Delivery Services**

9.1 Parcels consigned using the Easy Returns service will be delivered using the Parcel Post and Express Post services.

9.2 Australia Post will publish at

<https://auspost.com.au/business/shipping/domestic-shipping/delivery-speeds-and-coverage> estimated delivery speeds for the Parcel Post and Express Post services. The Customer acknowledges and agrees that any delivery timetable and/or calculators relating to the services will be estimates only, and that those delivery times are not guaranteed except to the extent (if any) specified in the Australia Post Terms and Conditions.

**10. (Intellectual Property)** All of Australia Post's Intellectual Property rights of any kind, whether registered or unregistered, in relation to the Platform and the Service, are the sole property of, and/or vest in Australia Post or are licenced to Australia Post. A person cannot reproduce, licence copy, download, use, modify or distribute in any way or authorise such things without Australia Post's prior written approval.

## **11. Payment**

11.1 The Customer shall pay the Charges specified by Australia Post (either on the Easy Returns Platform or otherwise) using an approved online payment channel.

11.2 Charges may be varied at any time at Australia Post's discretion. Where it is applicable, Charges will include GST.

## **12. Acceptable usage of the Platform**

12.1 You must not use the Platform in a way that adversely affects its performance or function.

12.2 In addition, you must not:

(a) copy, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Licensed IP;

(b) reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms in the Platform or the software (or any part of it) that is used to provide the Licensed IP;

(c) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Platform;

(d) attempt to gain access to third-party data contained on or accessible through the Platform;

(e) violate the security or integrity of the Platform, including by attempting to probe, scan or test the vulnerability of any part of the Platform, or monitoring data or traffic on the Platform without Australia Post's prior written consent.

## **13. Termination**

13.1 Australia Post may at any time, and in its sole discretion, suspend or terminate the Service in its entirety.

13.2 Where it is possible and commercially reasonable, all Easy Returns services commenced before any Service suspension or termination will be completed, or Parcels may be returned to you.



**14. (Governing Law)** These Terms and Conditions are governed by the laws in force in the State of Victoria. You and Australia Post submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them.

**15. (Privacy)** Australia Post respects the privacy of its Customers and their personal information. Any data and personal information collected by Australia Post while providing the Service will be managed according to the Australia Post Privacy Policy (available at <http://auspost.com.au/privacy.html>)

## **16. Sub-Contractors**

16.1 Australia Post may engage third party contractors to perform any of Australia Post's obligations under these Terms and Conditions. This may include accepting Parcels and delivery services.

16.2 Where third parties are engaged by Australia Post to provide the Services, those third parties will be entitled to all of the benefits and rights that Australia Post is entitled to under these Terms and Conditions, and any relevant provisions of the Act or the Australia Post Terms and Conditions.

**17. (Variation)** Australia Post may vary these terms and conditions in its discretion and without notice to you. Each time you use the Service, you will be requested to accept the Terms and Conditions in force at that time. The Services you receive will be based on the Terms and Conditions you have accepted.