

SCHEDULE 10C DOMESTIC LETTER WITH TRACKING TERMS AND CONDITIONS

1. Introduction

- 1.1. These terms and conditions (the “Terms and Conditions”) are supplementary to the Australia Post General Terms and Conditions, and to the extent that any aspect of the Service is not expressly included herein, the Australia Post General Terms and Conditions apply.
- 1.2. These Terms and Conditions apply when:
 - 1.2.1. Australia Post agrees to provide the Service;
 - 1.2.2. the customer selects to use the Service; and
 - 1.2.3. the customer pays the price, rate or fee charged by Australia Post for providing the Service and any accompanying features and services.

2. Interpretation

- 2.1. Except as where expressly defined, all words and phrases used in these Terms and Conditions shall have the same meaning if any, given to them in the Australian Postal Corporation Act 1989 and in the Australia Post General Terms and Conditions provided, however, that where there is any inconsistency, the meaning shall be as defined in these Terms and Conditions to the extent of that inconsistency.
- 2.2. In these Terms and Conditions unless the contrary intention appears:
 - 2.2.1. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
 - 2.2.2. words importing a gender include any other gender; and
 - 2.2.3. words in the singular number include the plural and words in the plural number include the singular.
- 2.3. "Agreement" means an agreement between Australia Post and a customer pursuant to clause 1.2.
- 2.4. “Article” means a Prepaid Envelope designated by Australia Post for use by the Domestic letter with tracking service.
- 2.5. “Domestic letter with tracking Imprint” means the contracted service under which customers can print the Domestic letter with tracking artwork and unique 2D barcode and identification number directly onto their articles rather than using Domestic letter with tracking prepaid envelopes.
- 2.6. “Extra Cover” means extra cover available for purchase from Australia Post.
- 2.7. “Prepaid Envelope” means a single use, prepaid envelope purchased at participating Post Offices or approved online platforms, and carried by the Domestic letter with tracking service.
- 2.8. "Service" means the “Domestic letter with tracking” service for Articles carried within Australia, under the Australia Post General Terms and Conditions, where Articles have a unique identification number that

enables tracking scans as the Articles progress through the Australia Post network.

3. Conditions of Service

- 3.1. The Service applies to Articles for delivery within Australia only. Any Article must be:
 - 3.1.1. enclosed in a cover that is in a sound condition;
 - 3.1.2. securely bound or sealed; and
 - 3.1.3. not bear the appearance of having been opened, resealed or used previously.
- 3.2. Other than where provided for in these Terms and Conditions, the Service does not apply, and an Article cannot be lodged under the Service, where the Article:
 - 3.2.1. is required to be carried by another Australia Post service, in conjunction with the Service.
 - 3.2.2. is addressed in pencil otherwise than indelibly.
 - 3.2.3. is directed to a fictitious name or to an addressee identified only by initials (without also being directed to the care of a named addressee).
- 3.3. Articles sent pursuant to the Service shall be delivered to the regular delivery timetable (for letters), unless the customer has purchased, and affixed a priority label on the Prepaid Envelope, in which case, Articles shall be delivered to the priority delivery timetable (for letters).
- 3.4. An Article lodged with the Service will not be redirected to an overseas destination and may be deemed undeliverable and be returned to the customer.

4. Delivery within Australia

- 4.1. An Article lodged with the Service is carried under the Australia Post General Terms and Conditions for domestic carriage.
- 4.2. An Article lodged with the Service includes postage for delivery within Australia.

5. Tracking

- 5.1. The Service provides each Article with a unique identification number that enables tracking scans as the Article progresses through the Australia Post network.
- 5.2. The number of tracking scans will vary depending on how and where the Article is lodged, processed and delivered.
- 5.3. An Article may receive a tracking scan at one or more of the following stages of the Service:
 - 5.3.1. on lodgement, if lodged over the counter at any Post Office with electronic point of sale, handheld scanner or self-service terminal;
 - 5.3.2. at a processing facility, if processed by automated mail processing equipment; and
 - 5.3.3. on delivery, where a tracking scan can be captured.

6. Compensation and Extra Cover

- 6.1. Australia Post will exercise due care and skill in supplying this Service. However, the nature of postal services is such that circumstances may impact on the successful delivery of an Article and the scans completed.
- 6.2. The Service includes compensation of up to \$100 for loss or damage to the Article, in addition to postage and tracking charges incurred. The fee for compensation is included in the price for the Service.
- 6.3. In addition to the above compensation, Extra Cover may be purchased for items valued over \$100 and up to \$500 in total value.
- 6.4. Unless otherwise required under law (including the Australian Consumer Law), neither Australia Post's compensation (up to \$100) or Extra Cover applies to, and shall not compensate for:
 - 6.4.1. delays in delivery;
 - 6.4.2. inadequately wrapped/packed or addressed Articles (sender's responsibility);
 - 6.4.3. items that cannot be sent using the service (sender's responsibility);
 - 6.4.4. items prohibited in the mail (for a list of prohibited items, visit auspost.com.au/terms-conditions/general-terms-conditions);
 - 6.4.5. Articles containing items that contravene Commonwealth or State laws;
 - 6.4.6. loss or damage due to causes beyond Australia Post's control; or
 - 6.4.7. any indirect or consequential loss.
- 6.5. Any payment made by Australia Post pursuant to the compensation included with the Service or Extra Cover does not limit any additional rights the customer may have to a remedy under the Australian Consumer Law.

7. Lodgement Receipt

- 7.1. Where an Article is lodged with the Service and the Article is lodged over the counter at a Post Office:
 - 7.1.1. a printed lodgement receipt shall be supplied to the person lodging the Article, where there is an electronic point of sale, handheld scanner or self-service terminal; and
 - 7.1.2. an official postmarked lodgement receipt shall be supplied to the person lodging the Article, where there is no electronic point of sale, handheld scanner or self-service terminal, or where Extra Cover is purchased.

8. Domestic letter with tracking articles in community bags

- 8.1. Provided the Article lodged with a request to use the Service complies with the conditions of carriage specified in these Terms and Conditions, and the Australia Post General Terms and Conditions, an Article lodged with the Service:
 - 8.1.1. and lodged in a community bag shall be accepted for carriage at the office at which the bag is delivered.

8.1.2. may be lodged and delivered through a Private Mail Bag service.

8.1.3. may be delivered through a Locked Bag service.

9. Domestic letter with tracking Imprint

9.1. The Domestic letter with tracking Imprint service will be provided to customers, subject to separate terms and conditions of the contract as agreed between Australia Post and the customer.

10. Rates and charges

10.1. The price charged for Prepaid Envelopes shall be determined by Australia Post from time to time in accordance with the Act.

10.2. The price charged for Prepaid Envelopes includes postage and tracking.

10.3. An Article which does not comply with the conditions of this Service, shall be carried at a postage rate applicable to an article lodged under domestic carriage. In assessing the applicable postage rate, if the amount equivalent to the postage rate of the article lodged under domestic carriage is:

10.3.1. More than the price paid for the Service on the Article at the time of lodgement, the difference shall be affixed to the article by either a postage label or a combination of postage stamps. The extra rate shall be charged back to the sender of the Article.

10.3.2. Less than the price paid for the Service on the Article at the time of lodgement, the difference shall be refunded. The extra rate shall be refunded back to the sender of the Article.

10.4. Fees for Extra Cover under clause 6.3 shall be payable at the time of lodgement where the Extra Cover service is requested.

11. Limitation of Liability Release and Indemnity

11.1. Unless otherwise required under law (including the Australian Consumer Law) and subject to any Compensation the sender is entitled to pursuant to clause 6, Australia Post shall not be liable to any 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, by or on behalf of Australia Post, in relation to the provision of the Service, or any other matter or thing relating to this Agreement.

11.2. To the extent permissible by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the Service and the carriage of domestic letters pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of Australia Post for breach of such condition or warranty shall be limited, where legally permissible to one of the following:

11.2.1. supplying the Service again; or

11.2.2. payment of the cost of having the Service supplied again.

12. Force Majeure

Australia Post shall not be in default under the Terms and Conditions 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, 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 and the Service will recommence after the incident or incidents of "Force Majeure" end.

13. Merger

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 Australia Post.

14. Law

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

15. Whole of Agreement

Subject to clause 1.1 and 2.1, this Agreement contains the whole of the Agreement between the parties in relation to the Service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect unless otherwise stated herein.

