

# StarTrack Courier Terms and Conditions of Carriage

## 1. Interpretation

1.1 In these terms and conditions, unless the context otherwise indicates or requires:

“Act” means the Australian Postal Corporation Act 1989 (Cth).

“APT&C” means the Australia Post Terms and Conditions made under section 32 of the Act, as amended from time to time and found at <http://auspost.com.au>

“Article” has the meaning set out in the APT&C and includes any receptacle, container or packaging.

“Australian Postal Corporation” means a body corporate established pursuant to the Postal Services Act 1975 (Cth), the existence of which is confirmed by section 12 of the Australian Postal Corporation Act 1989 (Cth).

“Consignor” means the person or entity requesting the provision of the Services.

“Dangerous Goods” has the meaning set out in the APT&C.

“Force Majeure” means any circumstance cause or event which is not within the reasonable control of a party and which could not reasonably have been prevented by that party, which includes without limitation acts of God, war, terrorism, extreme weather conditions, floods, earthquakes, fire, industrial disputes, riots, civil commotion, epidemic, pandemic, air traffic control, unserviceable aircraft, flight cancellations or delays or act of a government or public or regulatory authority.

“Permitted Articles” means documents, printed matter or things which are not fragile, or do not require special handling or packing, and does not include cash or other valuables, nor electrical or mechanical articles. Maximum weights and dimensions apply.

“Personal Information” has the same meaning set out in the Privacy Act 1988 (Cth).

“Prohibited Goods” means any goods prohibited from carriage by post pursuant to the APT&C.

“Services” means courier services including the receipt, transport, storage, handling and delivery of Articles.

“STC” means the Australian Postal Corporation trading as ‘StarTrack Courier’, ‘StarTrack’, ‘Messenger Post Couriers’ or any other business name in substitution.

“Terms” means these terms and conditions.

1.2 In these Terms, unless the contrary intention appears:

- (a) words and phrases used in these Terms shall have the same meaning given to them in the Act and in the regulations or the APT&C; and
- (b) a reference to a party includes its employees, agents, representatives and sub-contractors.

## 2. Scope of Terms, Charges, and Services

2.1 In consideration of STC providing the Services, the Consignor shall pay STC the charges as notified by STC either verbally or in writing at the point of booking.

2.2 These Terms apply to Services booked over the counter at an Australia Post retail outlet only.

2.3 When the anticipated date and/or time of delivery is given at the time of booking the Services, this is an estimate only and is not guaranteed.

## 3. Consignor’s Obligations

3.1 The Consignor shall only consign Permitted Articles.

3.2 The Consignor shall not consign Dangerous Goods or Prohibited Goods.

3.3 The Consignor must if requested by STC sign a ‘senders declaration’ (in the form and manner determined by STC) certifying that the Article does not contain any Dangerous Goods nor Prohibited Goods. If the declaration is not signed, delivery of the Article may be delayed.

## 4. Consignor’s Warranties

4.1 The Consignor warrants that in agreeing to these Terms it is or has the authority of and is the agent of, the person or persons owning or having any interest in the Article or any part thereof.

4.2 The Consignor warrants that it has complied with all laws and regulations, both state and federal, relating to the consigning, labelling, packaging, carriage, storage and delivery of the Articles. Further, the Consignor acknowledges that the Act, the regulations and the APT&Cs apply to these Terms unless, in the case of the APT&Cs, they have been excluded expressly or by necessary implication.

4.3 The Consignor warrants that all information provided to STC, whether orally, in writing or electronically, is accurate and complete.

4.4 the Consignor authorises STC to destroy, dispose of, abandon or render harmless an Article without compensation to the Consignor if, in STC’s reasonable opinion, that Article:

- (a) presents, or is liable to present, an immediate danger or an unacceptable risk to any person, property or the environment; or
- (b) is or is liable to become dangerous, inflammable, explosive, volatile, offensive or damaging during carriage.

## 5. STC is not a Common Carrier

5.1 Articles provided to STC by the Consignor pursuant to these Terms are subject to these terms and conditions. STC is not, and shall not be liable as, a Common Carrier.

## 6. Insurance

6.1 STC neither offers nor arranges insurance for any damage, loss or delay to any Article. The Consignor acknowledges that the prices charged for the Services have been determined taking into account that STC does not offer or arrange such insurance. Any insurance required by the Consignor for any Article is to be arranged by the Consignor independently of these Terms.

## 7. Limitation of Liability & Indemnity

7.1 Subject to clause 7.2 which is paramount:

- (a) STC shall not be liable to the Consignor nor to any other person, company or corporation for any loss or damage whatsoever suffered, or that may be suffered (whether in contract or in tort), as a result of any act or omission, whether negligent or otherwise, by or on behalf of STC in relation to the provision of the Services, except to the extent that the loss or damage is a direct result of the fraud or wilful misconduct of STC.
- (b) STC shall be discharged from all liability whatsoever in respect of an Article:
  - (i) where notice in writing of a claim has not been given to STC within twenty-one (21) days of the date of delivery or where delivery has not been made, within twenty-one (21) days of the date when delivery ought to have or would have in the course of business been effected; or
  - (ii) where suit is not brought within twelve (12) months of the date of delivery, or where delivery has not been made, within twelve (12) months of the date when delivery ought to have or would have in the course of business been effected.

(c) Notwithstanding clause 7.1(a), where an Article has been lost or damaged whilst in STC's possession, STC may at its discretion pay to the Consignor a compensatory amount equal to the lesser of:

- (i) the replacement cost value of the Article; and
- (ii) \$100.00,

subject to the Consignor providing supporting documentation as reasonably requested by STC and complying with the time requirements set out in clause 7.1(b). No compensation will be paid in respect of delayed delivery of Articles; nor in respect of any loss or damage to Articles which are not Permitted Articles or which have otherwise been consigned in breach of these Terms.

- (d) The Consignor agrees to indemnify STC against any loss or damage which STC may suffer directly as a result of any action proceeding, claim, demand or prosecution arising from any failure by the Consignor to comply with the requirements of these Terms.
- (e) Any clause of these Terms which excludes or limits the liability of STC in respect of the provision of Services shall extend to protect STC's employees, agents and sub-contractors and any other person in respect of the provision of any or all of the Services to be performed pursuant to these Terms.
- (f) STC will not be liable for any consequential, special or indirect loss whatsoever in connection with the Services.

7.2 The provisions of this clause 7 shall be read subject to any implied terms, conditions or warranties imposed by the Competition and Consumer Act 2010 (Cth) ("CCA") and, to the extent that such legislation permits, STC expressly disclaims all conditions and warranties, express or implied in respect of the Services. If any condition or warranty is implied into these Terms pursuant to any legislation (including, without limitation, the CCA) and the legislation voids or prohibits provisions in these Terms excluding or modifying the application of, exercise of,

or liability under such condition or warranty, that condition or warranty will be deemed to be included in these Terms, provided that the liability of STC for breach of the condition or warranty shall, to the extent such legislation permits, be limited, provided it is reasonable to do so, to:

- (a) the resupply of the Service; or
- (b) the cost of resupply of the Service; in respect of which Service the breach occurred, and otherwise will be limited to the maximum extent permitted by law.

## 8. Privacy

- 8.1 STC's obligations relating to the handling of Personal Information are contained in the Act, the Privacy Act 1988 (Cth), and the Australia Post Privacy Policy (<http://auspost.com.au>)
- 8.2 If STC's obligations under these Terms are inconsistent with those set out in clause 8.1 in respect of the same subject matter, the obligations under the Act, the Privacy Act 1988 (Cth) or the Australia Post Privacy Policy (as the case may be) will prevail.

## 9. Force Majeure

- 9.1 Neither party is liable for delays or for non-performance arising out of Force Majeure.
- 9.2 An obligation to pay money which is due and payable is not excused by Force Majeure.

## 10. General

- 10.1 Any variation to or waiver of these Terms by STC must be in writing and signed by an authorised officer of STC to be effective.
- 10.2 These Terms are governed by, and shall be construed in accordance with, the laws in force in the State in which these Terms is entered.
- 10.3 If any part of these Terms or our agreement is illegal, unenforceable or invalid, it is to be treated as removed from these Terms, but the remainder of the Terms are not affected.
- 10.4 For full information on all metro postcode coverage areas, please visit: <https://www.startrackcourier.com.au/>