

## Easy Returns – Terms of Use

Last updated October 2023

By applying to use the Australia Post Easy Returns Service, you agree to be bound by these Terms and Conditions. The carriage of items under the Easy Returns Service by Australia Post will be governed by both these Terms and Conditions and the Australia Post General Terms and Conditions. The Australia Post General Terms and Conditions can be found [here](#). In particular: **section 1** (“commitments to each other”); **section 2** (“what cannot be sent”); **section 3** (“cover for loss or damage”); and **section 4** (“delivery & collection of mail and other postal services and requirements”) apply to you. We encourage you to read these sections carefully.

If you do not agree to any applicable Terms and Conditions, you should exit the Easy Returns Platform and not use the Service.

### 1. General

#### 1.1. 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.

“**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. Further information 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).

“**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 the proprietary software and technology that enables access to, and provision of the Easy Returns Service

“**Express Post**” means the Australia Post Express Post delivery service described at <https://auspost.com.au/business/shipping/domestic-shipping/express-post>, 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.

“**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.

“**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 these Terms and Conditions or through the Service.

“**Parcel**” means any postal article or item carried by us using the Service.

“**Parcel Post**” means the Australia Post Parcel Post delivery service as described at <https://auspost.com.au/sending/parcels-australia/parcel-post>, 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 postal legislation

- 2.1. The Customer acknowledges and accepts that Australia Post must comply with and has certain rights and obligations (including in the manner in which it deals with the Customer’s articles) under the Act and that Australia Post must act in accordance with the Act in addition to the terms set out in these 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 not directly controllable by Australia Post may impact the timely 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, you may be eligible for compensation depending on whether you have complied with these Terms and Conditions and the Act, as set out at <https://auspost.com.au/receiving/delayed-lost-or-damaged-items/compensation>.
- 3.4. Nothing in these Terms and Conditions excludes or restricts the application of laws including the Australian Consumer Law.

## 4. Liability for consequential loss or damage

- 4.1. 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, except to the extent it was caused by or arose out of any gross negligence, fraud or wilful misconduct by or on behalf of Australia Post.

## 5. Limitation of liability and release and indemnity

- 5.1. 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.
- 5.2. Subject to clause 5.3, to the maximum extent permitted by Law, the Customer indemnifies Australia Post, and will keep it indemnified against any claim, damages or expenses Australia Post suffers for any Indemnifiable Loss arising out of or in connection with any breach by the Customer of its obligations under these terms .
- 5.3. The Customer’s liability to Australia Post in clause 5.2 is reduced proportionally to the extent that Indemnifiable Loss was caused or contributed to by Australia Post.

## 6. Your commitment to Australia Post

- 6.1. 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; and
- (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 Good. 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).

6.2. 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>; and
- (e) not offer any Postal Label for sale or re-

supply to any person or entity without the written permission of Australia Post; and 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 Act and may constitute an offence under the *Australian Commonwealth Criminal Code Act 1995*).

## 7. Acceptable usage of the Platform

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

7.2. 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; or
- (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.

## 8. Delivery Services

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

8.2. 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 General Terms and Conditions.

## 9. Payment

9.1. The Customer shall pay the Charges specified by Australia Post (either on the Easy Returns Platform or otherwise) using an approved online payment channel. Charges may be varied at any time at Australia Post's discretion and Customers will be notified in advance in accordance with clause 11 of these Terms and conditions. Where it is applicable, Charges will include GST.

## 10. Termination

10.1. Australia Post may at any time with reasonable notice, and in its sole discretion and acting reasonably, suspend or terminate the Service in its entirety. The Customer may cease using the Service at any time for any reason.

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

## 11. Sub-Contractors

11.1. 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.

11.2. 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 General Terms and Conditions.

## 12. Variation

12.1. Australia Post reserves the right to alter these Terms and Conditions at any time. If Australia Post makes a material change to the Terms and Conditions, we will notify you at least 4 weeks in advance, and the notice may be by email, by means of a notice on the Easy Returns Platform online site, or other places Australia Post deems suitable and appropriate acting reasonably.

12.2. What constitutes a "material change" will be determined at Australia Post's discretion acting reasonably. Your continued use of the Easy Returns Service after we have notified you of an amendment will mean that you agree to that amendment.

## 13. General

13.1. **(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.

13.2. **(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>).

13.3. **(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.