

Couriers

Your account number:

Call: **13 13 20**

Time Critical Services

Range of AdHoc services to suit your requirements

Customised Regular Services

- Set Runs
- Inter-office satchel delivery
- Mail pickup and delivery

Date	Time of booking	Your reference	Job number	Pick up from	Deliver to	No. of items	Service type	Courier to complete	
								Courier No	Pick up time

Note: Delivery times may be affected by factors outside Messenger POST's control.

*Specific suburbs
†Available in some states

All Consignments must comply with Messenger POST Terms and Conditions. A summary is available on the reverse side of page.

For information on how to book your next job online contact your Account Manager or call us on 13 13 20

MESSENGER POST COURIERS' TERMS AND CONDITIONS OF CARRIAGE

1. Interpretation

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

“Article” means anything carried by MPC and includes any receptacle, container or packaging.

“Consignor” means the person or entity identified as the consignor in this Agreement.

“Dangerous Good” has the same meaning as in Section 23 of the Civil Aviation Act 1988 (Cth) and includes Articles that are not permitted Articles.

“MPC” means the Australian Postal Corporation carrying on business under the name Messenger Post Couriers or any other business name in substitution.

“Permitted Articles” means documents, printed matter or things which are not fragile, or do not require special handling or packing.

“Prescribed Weight and Dimensions” means the following requirements (which MPC may vary in its sole discretion from time to time):

(a) **Maximum weight:** the maximum allowed weight of an Article is 25 kilograms; and

(b) **Maximum size:** the length of the greatest linear dimension of an Article must not exceed 105cm. The girth of an Article must not exceed 140cm.

“Services” means the services set out in this Agreement, including but not limited to, the acceptance, carriage, transportation, storage and/or delivery of an Article, and any Special Conditions.

“Special Conditions” means the special conditions (if any) specified in this agreement.

- 1.2 In this Agreement, unless the contrary intention appears:

(a) words and phrases used in this Agreement shall have the same meaning given to them in the Australian Postal Corporation Act 1989 (Cth) (“Act”) and in the Regulations and the Australia Post Terms and Conditions made pursuant to the Act (“APT&C”);

(b) a reference to a party includes its employees, agents, representatives and sub-contractors; and

(c) the attachments form part of this Agreement.

2. Scope and Term of the Agreement

- 2.1 In consideration of MPC providing the Services, the Consignor shall pay MPC the charges set out in Attachment A by the payment method specified in Attachment A.

- 2.2 This Agreement begins on the commencement date stated in this Agreement and continues until the expiry date stated in this Agreement, and shall be automatically renewed for additional successive one (1) month terms unless either party notifies the other of its intention not to renew this Agreement at least 14 days before the expiry date of the renewed term or unless terminated in accordance with clause 14.

- 2.3 The charges set out in the Pricing Attachment(s) will be reviewed by MPC every six months of the term of this Agreement (which includes during any extended term under clause 2.2). MPC will provide 30 days written notice of any changes to the charges following the review. If the Consignor does not agree to those new charges, the Consignor may terminate this Agreement during that 30 day notice period by giving written notice to MPC.

3. Consignor’s Obligations

- 3.1 The Consignor shall only consign Permitted Articles.

- 3.2 The Consignor shall advise MPC, at the time it requests any of the Services, of any variation in:

(a) the usual number, weight or dimensions of Articles made available for collection at a particular time or day of a Scheduled Run; and/or

(b) the weight or dimension of an Article from the Prescribed Weight and Dimensions,

in order that MPC can make special arrangements for collection and delivery.

4. Consignor’s Warranties

- 4.1 The Consignor warrants that in agreeing to the terms and conditions of carriage 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. In particular the Consignor acknowledges its responsibility in respect of each applicable Article to complete and affix a Dangerous Goods Declaration in accordance with the Civil Aviation Safety Regulations. Further, the Consignor acknowledges that the Act, the Regulations and the APT&Cs apply to this Agreement 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 MPC, whether orally, in writing or electronically, is accurate and complete.

- 4.4 The Consignor shall be liable for, and shall indemnify MPC against:

(a) any costs, expenses, damage or loss arising from any breach of this clause by the Consignor; and

(b) any other necessary or incidental charges or expenses arising from the provision of Services by MPC which are not included in the rates charged by MPC.

5. MPC is not a Common Carrier

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

6. Insurance

- 6.1 MPC neither offers nor arranges insurance for any damage, loss or delay to any Article. The Consignor acknowledges that the Contract Price has been agreed taking into account that MPC 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 clauses 6 and 8 which are paramount, MPC 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 MPC in relation to the provision of the Services pursuant to this Agreement which results from any reason or cause which could not with reasonable diligence be controlled or prevented by MPC;

- 7.2 MPC shall be discharged from all liability whatsoever in respect of an Article:

(a) where notice in writing of a claim has not been given to MPC 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

(b) 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.

- 7.3 The Consignor agrees to indemnify MPC against any loss or damage which MPC may suffer directly as a result of any action proceeding, claim, demand or prosecution arising out of the performance or non performance of the Services by MPC.

8. Nature of the Services

- 8.1 The provisions of clause 7 shall be read subject to any implied terms, conditions or warranties imposed by the Trade Practices Act 1974 (Cth) and, to the extent that such legislation permits, MPC expressly disclaims all conditions and warranties, express or implied in respect of the Services. If any condition or warranty is implied into this Agreement pursuant to any legislation (including, without limitation, the Trade Practices Act 1974) and the legislation voids or prohibits provisions in this Agreement 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 this Agreement, provided that the liability of MPC for breach of the condition or warranty shall, to the extent such legislation permits, be limited, at its discretion 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.

9. Benefit of Limitation

- 9.1 Any clause of this Agreement which excludes or limits the liability of MPC in respect of the provision of Services shall extend to protect MPC’s employees, agents and sub-contractors and any other person providing any or all of the Services to be performed pursuant to this Agreement.

10. Sub-contractors

- 10.1 MPC reserves the right to:

(a) sub-contract all or any of the Services to be performed hereunder at its sole discretion;

(b) carry or store Articles in any manner whatsoever which MPC decides notwithstanding any instructions, expressed or implied, to the contrary by the Consignor; and

(c) deviate from the usual route of carriage where MPC in its unfettered discretion deems necessary or desirable in the circumstances.

11. Confidential Information

- 11.1 The Consignor acknowledges and agrees that:

(a) any information disclosed to it by MPC in connection with this Agreement or the provision of the Services (“Information”) is disclosed in confidence and it will maintain that Information in confidence; and

(b) it will not use or disclose such Information except in accordance with the terms and conditions of this clause.

12. Privacy

- 12.1 Personal information is collected only to enable MPC to provide the products/services the Consignor wants MPC to provide. The products/services may not be provided without this information. The Consignor may request access to its personal information while it is stored by MPC and MPC will assess the request in accordance with the law. MPC will give reasons if it denies access.

13. Dangerous Goods and Electrical and Mechanical Articles

- 13.1 The Consignor shall not consign Dangerous Goods, or Electrical Articles or Mechanical Articles, unless MPC has specifically agreed in writing

beforehand that such particular Articles may be consigned. Nothing in this clause shall be construed as imposing any obligation on MPC to agree to carry Dangerous Goods, or Electrical or Mechanical Articles.

- 13.2 Providing clause 13.1 has been complied with, then if the Consignor wishes to consign Dangerous Goods, or Electrical or Mechanical Articles, the Consignor:

(a) shall within a reasonable time before it intends sending such an Article, advise MPC in writing of:

(i) a full description of those Dangerous Goods, or Electrical or Mechanical Articles, including the nature, value and quantity of those Articles; and

(ii) the packing arrangements proposed by the Consignor to ensure safe and adequate packing, taking into account the nature and risks ordinarily associated with the carriage and storage of such Dangerous Goods, or Electrical or Mechanical Articles; and

(b) shall comply with

(i) any applicable laws, regulations or requirements relating to the packing, storing or transport, and

(ii) any special instructions by MPC, in respect of those Dangerous Goods, or Electrical or Mechanical Articles; and

(c) agrees to pay any additional charges reasonably incurred by MPC on behalf of the Consignor in respect of the Article of such Dangerous Goods, or Electrical or Mechanical Articles.

- 13.3 If in MPC’s reasonable opinion, an Article containing Dangerous Goods, or Electrical or Mechanical Articles:

(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 during carriage of a dangerous, inflammable, explosive, volatile, offensive or damaging nature, the Consignor authorises MPC to destroy, dispose of, abandon or render harmless the Article without compensation to the Consignor.

- 13.4 The Consignor indemnifies MPC against all claims losses, damages or expenses arising in consequence of the consignments of Articles of Dangerous Goods, or of Electrical or Mechanical Articles.

14. Termination

- 14.1 Either party may terminate this Agreement at any time with immediate effect by giving the other party written notice of termination where

(a) the other party commits a material breach of this Agreement which is not remediable; or

(b) the other party, having breached a term of this Agreement which is remediable and having been given a notice which specifies the breach that has occurred and requires rectification of the breach within 10 Business Days, fails to remedy the breach within that period.

- 14.2 Notwithstanding the provisions of clause 14.1, either party may terminate this Agreement upon giving thirty days’ written notice of termination to the other.

15. Force Majeure

- 15.1 Neither party is liable for delays or for non-performance due to an event of Force Majeure.

15.2 An obligation to pay money which is due and payable is not excused by Force Majeure.

16. Assignment

- 16.1 The Consignor shall not assign or transfer this Agreement without the prior written consent of MPC. Any purported assignment or transfer without such consent shall be void and of no effect.

17. Lien

- 17.1 MPC shall have a general lien for all charges due or falling due to it by the Consignor over the Articles the subject of this agreement or on any Articles of the Consignor which subsequently came into the possession of MPC for the provision of services. MPC shall have the right as the holder of the lien to sell the Articles and their contents for any amount it deems acceptable and apply the proceeds thereof towards discharge of the lien and the cost of the sale without incurring liability to any person for any loss or damage thereby incurred.

18. Variation

- 18.1 These terms and conditions may be waived, varied or added to from time to time:

(a) by agreement between MPC and the Consignor; or

(b) unilaterally by MPC on giving thirty days’ written notice to the Consignor.

19. Internet Terms

- 19.1 If MPC and the Consignor agree to contract in respect of an Article or to book an Article for consignment by using the internet, then the parties agree that the terms of this Agreement apply to any such contract or booking using the internet.

20. Applicable Law

- 20.1 This Agreement is governed by, and shall be construed in accordance with, the laws in force in the State in which this Agreement is entered.

21. GST

- 21.1 All amounts payable under this Agreement are inclusive of GST. Each party agrees that to the extent it makes taxable supplies under this Agreement, it shall issue a tax invoice to the other party.

21.2 If the GST rate changes and results in an increased GST liability for Post, Post can recover this amount from the Customer.

- 21.3 If a supply made under this Agreement is treated as not subject to GST but is, or becomes, a taxable supply, the supplier may charge and recover from the recipient in addition to any other consideration, an amount equivalent to the GST payable on that taxable supply. This clause survives the execution and delivery of this Agreement and the completion of the transactions contemplated by it.

21.4 If, in relation to a taxable supply made under this Agreement, an adjustment event occurs that gives rise to an adjustment, then the price of that taxable supply (including any GST Amount) will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment.

21.5 Any non-monetary consideration given under this Agreement is GST-inclusive (unless otherwise specified). The supplier shall issue the recipient with a tax invoice within 28 days of the recipient giving any non-monetary consideration. If non-monetary consideration is given for a taxable supply under this Agreement and the GST-inclusive market value of that consideration is not clearly identifiable, the party must, at the time of giving the non-monetary consideration, advise the recipient of the GST-inclusive market value of that consideration.

21.6 Unless the contrary intention appears, words or expressions used in this clause 21 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)