



Do not include on this form items for External Territories lodgement. Refer to the External Territories – Supplementary lodgement form (8838499).

Important: See Privacy Notice in the PreSort Letters Terms and Conditions attached.

Important:

One of these numbers must appear on all mail tags / labels with this lodgement

Your lodgement number **Or** Your job number

Please note: To be eligible for PreSort Letters prices, a minimum of 300 barcoded articles is required. These items must:

- be the same article size category and weight range
- be sorted into trays and correctly labelled.
- not contain a mix of payment streams, ie metered and postage paid imprint
- comply with the addressing and other conditions of the service.

Lodgements will be accepted only if official approval has been obtained from Australia Post. Refer to the PreSort Letters service guide (8833700).

Name of facility where lodging mail

Mailing agent's details (if applicable)

Contact name Telephone number

Company / business name

Customer's details

Contact name Telephone number

Department / section Fax number

Email

Company / business name

Address
Postcode

Payment / invoice details

Are these mail costs to be charged to your Australia Post Business Credit Account?

No Yes ▶ Business Credit Account Number

Reference details for invoice

Mail details

What is the **main** purpose of this mailing? (select one only)

- Promotional** (eg. advertising, offers, customer relationship material) **Transactional** (eg. statements, invoices, receipts) **Don't know**

Are these articles eligible for Charity Mail?

Yes ▶ Charity Mail Approval No. A05 A06 C05

Article size / weight category (select one only)

- Small** (B10/C10) Up to 125g **Small Plus** (B09/C09) Up to 125g **Large** (B12/C12) Up to 125g Over 125g up to 250g Over 250g up to 500g

Does this lodgement contain identical weight articles? No Yes

Regular delivery (B09/B10/B11/B12)	Number of articles			Number of trays
	Same state	Other state	Total	
• Direct trays				
• Residue trays				
• Unbarcoded trays				
Total				

Priority delivery (C09/C10/C12)	Number of articles			Number of trays
	Same state	Other state	Total	
• Direct trays				
• Residue trays				
• Unbarcoded trays				
Total				

Declaration

I hereby declare that:

- 1 I am the customer and / or authorised agent of the customer.
- 2 I have read and agree to the PreSort Letters Terms and Conditions.
- 3 All information contained on this document is to the best of my knowledge true and correct.
- 4 I acknowledge that Australia Post will have accepted this lodgement for carriage only when this form is correctly receipted and stamped provided that Australia Post reserves the right to inspect the lodgement to ensure that the mailing details are correct and the terms and conditions have been complied with.
- 5 Articles lodged under The Charity Mail Service contain contents originating from the approved charity.
- 6 I certify that the address details contained within this lodgement, including the DPID contained within the 4-state barcode, are current against the latest version of the Postal Address File (PAF) and have been checked using a current version of AMAS certified software.

Signature (Customer or Agent) Date (DD/MM/YYYY)

Name (block capitals please)

Australia Post use only

Received by Time
FAP220/221/225 number Final check performed by

PreSort Letters Terms and Conditions

1 Introduction

- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions* and to the extent that any aspect of this special service is not expressly included herein, the Australia Post Terms and Conditions apply.
- 1.2 These special service terms and conditions apply when:
 - 1.2.1 a customer makes a written application to use the special service in or on a form prescribed by Australia Post for that purpose;
 - 1.2.2 Australia Post accepts that application; and
 - 1.2.3 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the special service.

2 Interpretation

- 2.1 Except as where expressly defined, all words and phrases used in this agreement shall have the same meaning if any, given to them in the Australian Postal Corporation Act 1989 and in the Australia Post Terms and Conditions provided, however, that where there is any inconsistency, the meaning shall be as defined in this agreement 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 **"Customer"** means a person who from time to time is approved by Australia Post as a customer of the service and any permitted transferee in respect thereof;
- 2.5 **"Insolvency Event"** means for any corporation, the liquidation, administration, official management, compromise, arrangement, amalgamation, reconstruction, winding up or dissolution or analogous occurrence of that corporation, and for a natural person means an assignment for the benefit of creditors, an arrangement or composition with creditors, bankruptcy, incapacity to deal with one's affairs, gaoling, death or analogous occurrence;
- 2.6 **"Letters"** means large and small letters as defined in the PreSort Service Guide 8833700;
- 2.7 **"Mailing Conditions"** means the conditions set out in the PreSort Service Guide 8833700 or equivalent publication published by Australia Post from time to time;
- 2.8 **"Service"** means the PreSort Letter Service which is a special service available to customers who lodge 300 or more letters in accordance with the mailing conditions and providing the customer with reduced postage rates.

3 Rates and Charges

- 3.1 The customer shall pay to Australia Post the postal charges for the provision of the service as determined by Australia Post.
- 3.2 The charges referred to in clause 3.1 shall be payable in cash at the time of lodgment of the letters or, where the customer has entered into an agreement with Australia Post for a charge account, charged to that charge account.
- 3.3 Notwithstanding any termination of this agreement, a person shall remain liable to pay to Australia Post any charges, fees or postage due for articles carried pursuant to these terms and conditions.

4 Customers Warranty

- 4.1 The customer warrants and agrees that:
 - 4.1.1 it has obtained the approval of Australia Post to use the service at the approved lodgment point/s; and
 - 4.1.2 all letters comply with the requirements set out in the Mailing Conditions current as at the date of lodgment of such letters.
- 4.2 The customer shall indemnify Australia Post against any loss or damage arising from a breach of any of the warranties in clause 4.1.

5 Discretionary Carriage and Lodgment

- 5.1 Australia Post may, in its sole and absolute discretion:
 - 5.1.1 refuse to carry; or
 - 5.1.2 charge the customer postage at ordinary post rates in respect of letters lodged contrary to clause 4.1.
- 5.2 Australia Post may, in its sole and absolute discretion, direct a customer to lodge letters at any Australia Post lodgment facility.

6 No Other Service

- 6.1 The service cannot be used in conjunction with any other Australia Post services except as otherwise provided under a separate written agreement between a customer and Australia Post.

7 Assignment

- 7.1 This agreement shall not be transferred without the prior written consent of Australia Post. Any purported transfer without such consent shall be void and of no effect.
- 7.2 Where the customer, being a partnership, is reconstituted by the retirement or addition of partners, the reconstituted partnership is deemed to be the customer.

8 Limitation of Liability Release and Indemnity

- 8.1 Subject to clause 8.2 and the Australia Post Terms and Conditions, 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.
- 8.2 To the maximum extent permitted by law (including the Competition and Consumer Act 2010 (Cth)), we expressly disclaim all guarantees, conditions and warranties, express or implied, in respect of our supply of any Services. If any guarantee, condition or warranty is implied into this agreement pursuant to any legislation (including without limitation the Competition and Consumer Act 2010 (Cth)) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such guarantee, condition or warranty, the guarantee, condition or warranty shall be deemed to be included in this agreement, provided that, where it is fair and reasonable to do so, our liability for breach of the

guarantee, condition or warranty shall, if the legislation permits, be limited (at our option) to any one or more of the following:

- (a) in the case of goods, to:
 - (i) replacing the goods; or
 - (ii) supplying equivalent goods; or
 - (iii) repairing the goods; or
 - (iv) paying the cost of replacing the goods or acquiring equivalent goods, or paying the cost of having the goods repaired; and
- (b) in the case of services, to:
 - (i) re-supplying the service; or
 - (ii) paying the cost of re-supplying the service,

in respect of which the breach occurred, and otherwise shall be limited to the maximum extent permitted by law.

- 8.3 The customer shall liaise and indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service, or any other matter or thing arising as a result of this agreement, including loss or damage arising from the negligent acts or omissions of Australia Post, pursuant to this agreement.

9 Force Majeure

- 9.1 Australia Post shall not be in default under the terms 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 delivery will recommence after the incident or incidents of "Force Majeure" end.

10 Merger

- 10.1 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.

11 Termination

- 11.1 Australia Post may, in its sole and absolute discretion, terminate this agreement and/or any approval granted to a customer to use the service, effective immediately, on written notice to the customer where:
 - 11.1.1 the customer breaches or otherwise acts in a manner contrary to the Act, Regulations, Australia Post Terms and Conditions, Mailing Conditions or other written instructions published by Australia Post;
 - 11.1.2 the customer fails, refuses, neglects or otherwise omits to properly discharge and perform any of its obligations under this agreement;
 - 11.1.3 the customer fails, refuses, neglects or otherwise omits to remedy any breach of this agreement as and when required to do so by Australia Post; or
 - 11.1.4 an insolvency event occurs in relation to the customer.
- 11.2 Australia Post may, without cause, in its sole and absolute discretion, terminate this agreement and/or any approval granted to a customer to use the service on fourteen days written notice to the customer.

12 Variation

- 12.1 These terms and conditions may be varied or added to from time to time by Australia Post by notice in writing to the customer.

13 Notice

- 13.1 Any notice required to be served by or under these terms and conditions shall be sufficiently given to the customer if left at or sent by post addressed to the customer at its last known or usual place of address and to Australia Post if sent by post to the appropriate State Administration at its current address.

14 Conditions of Carriage

- 14.1 This agreement shall not constitute or imply any agreement between Australia Post and the customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect of the carriage of any postal article. The Australian Postal Corporation Act 1989, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post from time to time shall apply to the carriage of articles issued pursuant to the service except to the extent that they are inconsistent with this agreement.

15 Law

- 15.1 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.

16 Whole agreement

- 16.1 Subject to clause 1.1 this agreement contains the whole of the agreement between the parties in relation to the special 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.

17 Definition Promotional and Transactional Mail

- 17.1 Promotional mail is generally bulk mail, related to the advertisement of goods or services, or the promotion of organisations, causes and/or customer relationships.
- 17.2 Transactional mail is generally bulk mail, related to the completion of a financial transaction, ie includes an invoice, statement, receipt, etc.

* The Australia Post Terms and Conditions are available for perusal at Post Offices and on the internet at auspost.com.au

Privacy notice

Your personal information is collected only to enable us to provide you with the products / services you wish us to provide. The products / services may not be able to be provided without this information. You may request access to your personal information while it is stored by us and we will assess your request in accordance with the law. We will give you reasons where we deny access. Call 13 11 18 to contact us.