

StarTrack Courier Terms and Conditions of Carriage

Last updated November 2023

1. Interpretation

- 1.1. In these terms and conditions, unless the context otherwise requires:
- “Act”** means the Australian Postal Corporation Act 1989 (Cth).
- “Additional Charges”** means the Fuel Surcharge and any other ancillary charges, surcharges and fees applicable to the Services as attached to the rate schedule or notified in advance on an invoice or at the time of booking.
- “Agreement”** means these terms and conditions, together with any rate cards, attachments or schedules.
- “Articles”** means the articles and goods consigned or to be carried and includes any receptacle, container or packaging.
- “Australia Post”** means the Australian Postal Corporation (ABN 28 864 970 579).
- “Australian Consumer Law”** means the uniform consumer protection law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- “Business Days”** means a day that is not a Saturday, a Sunday, a public holiday or a bank holiday in the place where a service is to be supplied, an act performed, or a payment is to be made.
- “Charges”** means the service fees applicable to the Services as notified in advance by STC (either verbally or in writing) and any Additional Charges.
- “Claim”** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.
- “Consignor”** means the person or entity requesting the provision of the Services.

“Dangerous Goods” means those goods which meet the criteria of one or more of the nine United Nations hazard classes as prescribed in the current Technical Instructions of the International Civil Aviation Organisation as reflected in the Dangerous Goods Regulations of the International Air Transport Association.

“Force Majeure” means any cause or event that is outside the reasonable control of the party claiming that the event has occurred and prevents or delays that party from performing its obligations in the usual manner, and includes acts of God, acts of terrorism, war, pandemic or epidemic, direction of a government agency, change in law, extreme weather conditions, floods, earthquakes, fire and strikes or other industrial action.

“Fragile Goods” means goods which by their nature are fragile or breakable, or which require special handling or packing to prevent breakage, and include glassware, china.

“Fuel Surcharge” means the fuel surcharge levied on Charges, variable monthly as set out in the Consignor’s invoice and available online at <https://auspost.com.au/business/shipping/heck-postage-costs/fuel-surcharge>.

“Indemnifiable Loss” means loss, damage, cost or expense incurred by STC 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 STC; and
- (d) a Claim that STC or the Consignor has contravened any laws.

“Operational Materials” means any reasonable instructions or specific operational requirements provided by STC to the Consignor from time to time, including the following service guides available to download at startrackcourier.com.au:

- Ad hoc Courier Service Selector and Vehicle Guide
- Taxi Truck & Van Guide

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

“Prescribed Weight and Dimensions” means, in respect of an Article, the following requirements (which STC may vary in its sole discretion from time to time):

- a maximum weight of 22 kilograms; and
- a maximum size where the length of the greatest linear dimension of an Article does not exceed 113cm and where the girth of an Article does not exceed 140cm.

“Scheduled Run” means pre-arranged times between STC and the Consignor for the regular collection of Articles (excluding on-demand consignments).

“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.

“STC” means Australia Post trading as ‘StarTrack Courier’ or any other business name in substitution.

“Valuable Goods” means any cash (including coins), gold, jewellery, precious stones or other similar valuables.

- 1.2. Unless the contrary intention appears, a reference to:
 - any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation
 - a party includes its employees, agents, representatives and sub-contractors;
 - the singular includes the plural and vice versa; and
 - the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a

similar kind.

2. Term

- 2.1. This Agreement begins on request for provision of the Services and continues until terminated pursuant to clause 17.

3. Service Charges

- 3.1. In consideration of STC providing the Services, the Consignor must pay STC the Charges in accordance with the Consignor’s credit account with STC.
- 3.2. The Charges may be reviewed by STC every six months from the commencement of the provision of the Services or any other time on such basis as determined by STC. STC will provide 30 days’ written notice of any adjustments to the Charges following the review. If the Consignor does not agree to the adjustments, the Consignor may terminate this Agreement by giving no less than 7 days written notice to STC before the date the adjustments are to come into effect.

4. Consignor’s Obligations

Permitted Articles

- 4.1. The Consignor must not consign any Articles which constitute or contain:
 - Fragile Goods;
 - Valuable Goods; or
 - Dangerous Goods (unless otherwise approved by STC under clause 8).
- 4.2. Subject to clause 5 the Consignor must not consign an Article which exceeds the Prescribed Weight and Dimensions.

Postal Articles

- 4.3. The provisions of this Agreement shall not constitute or imply any agreement between the Consignor and STC with respect to the carriage or delivery of any article by post.
- 4.4. Any Articles consigned for delivery to an Australia Post facility for lodgement by post must comply with Australia Post’s requirements for the carriage of postal articles set out in the Australia Post terms and conditions (made under section 32 of the Act) (**AP Terms**) available on the Australia Post website at <http://auspost.com.au> and the delivery of such articles by post will be governed by the AP Terms.

- 4.5. Articles may only be deemed to be lodged for posting once they have been delivered to the Australia Post office or facility for lodgement as addressed.

5. Consignor obligations to notify

- 5.1. The Consignor must notify STC, at the time it requests the Services:
- (a) of any variation to the usual number of Articles made available for collection at a particular time or day of a Scheduled Run;
 - (b) if the weight or dimension of an Article exceeds the Prescribed Weight and Dimensions; and
 - (c) if the total value of the consignment is greater than \$100,000.
- 5.2. The Consignor acknowledges that any notification pursuant to clause 5.1 may result in STC declining to provide the Service at its discretion (acting reasonably) or additional Charges being payable.

Loading of Articles

- 5.3. Where the Consignor loads Articles into an STC vehicle, it must do so in accordance with all relevant laws and such safety standards as may be prescribed by STC from time to time.

6. Consignor's Warranties

- 6.1. The Consignor warrants at the time of entering into this Agreement and at the time of each consignment that:
- (a) it has read, understood and complied with the Operational Materials;
 - (b) it is or has the authority of and is the agent of, the person or persons owning or having any interest in the Articles or any part thereof;
 - (c) it has complied with all laws relating to the consigning, labelling, packaging, carriage, storage and delivery of the Articles;
 - (d) all information it provides to STC whether orally, in writing or electronically, is accurate and complete;
 - (e) it has not misrepresented or overstated to a third party, including to any

persons who have an interest in the Articles, the nature or quality of the Services that will be provided; and

- (f) all Articles were prepared in a secure premises by reliable persons against interference during preparation.

7. Delivery conditions

- 7.1. Subject to clauses 7.2 and 7.3, STC must deliver the Articles to the address nominated by the Consignor.
- 7.2. If STC is unable to deliver an Article due to the absence of the Consignor, its agent or any other person at the nominated address, or for any other reason, STC must attempt to contact the Consignor for instructions.
- 7.3. If instructions cannot be obtained or the Consignor's instructions fail to enable further delivery, STC will:
- (a) store the Article and attempt redelivery at a later date; or
 - (b) return the Article to the Consignor.
- 7.4. Where STC has complied with clauses 7.2 and 7.3, any costs or expenses incurred by STC from the failure to deliver an Article due to a cause beyond its control must be paid by the Consignor including any storage or redelivery charge.
- 7.5. The Consignor acknowledges that delivery of an Article is deemed to have taken place where:
- (a) a receipt or signed delivery docket in respect of the Article is received by STC from the consignee, its agent or any other person at the nominated delivery address;
 - (b) the Article is left at the nominated delivery address by STC pursuant to the Consignor's instructions; or
 - (c) the Article is re-delivered to the Consignor.
- 7.6. STC reserves the right, in the exercise of its reasonable business judgement in respect of the provision of the Services, to:
- (a) sub-contract all or any of the Services to appropriately qualified sub-contractors;
 - (b) carry or store Articles in such a manner that it considers reasonably necessary; and
 - (c) deviate from the usual route of carriage

where STC considers it necessary or desirable in the circumstances.

- 7.7. Notwithstanding any subcontracting, STC remains liable for the provision of the Services in accordance with this Agreement.

8. Dangerous Goods

- 8.1. The Consignor must not consign Dangerous Goods unless it complies with clause 8.2 and STC has agreed in writing beforehand that such particular Articles may be consigned.
- 8.2. If the Consignor wishes to consign Dangerous Goods, the Consignor must:
- (a) at least 30 days before it intends sending such an Article, advise STC in writing of a full description of those Dangerous Goods, (including the nature, value and quantity) and 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;
 - (b) comply with all applicable laws, regulations and requirements relating to the packing, storing or transport of Dangerous Goods and any special instructions provided by STC in respect of those Dangerous Goods; and
 - (c) pay any applicable Charges or other charges reasonably incurred by STC relating to the carriage of Dangerous Goods.
- 8.3. If in STC's reasonable opinion, an Article containing or constituting Dangerous Goods:
- (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 in nature during carriage,

the Consignor authorises STC to destroy, dispose of or render harmless the Article without compensation to the Consignor. The Consignor must bear any reasonable costs associated with the destruction, disposal or rendering harmless of the

Article.

9. STC is not a common carrier

- 9.1. Articles provided to STC by the Consignor pursuant to this Agreement are subject to these terms and conditions. STC is not, and shall not be liable as, a common carrier.

10. Insurance

- 10.1. STC neither offers nor arranges insurance for any damage, loss or delay to any Article. The Consignor acknowledges that the Charges have been agreed 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.

11. Limitation of Liability & Indemnity

- 11.1. Subject to clause 12 which is paramount, 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, by or on behalf of STC in relation to the provision of the Services or in connection with this Agreement, except to the extent that the loss or damage is a direct result of the gross negligence, fraud or wilful misconduct of STC.
- 11.2. The Consignor agrees to indemnify STC against any Claim for any Indemnifiable Loss which STC may suffer directly or indirectly as a result of any failure by the Consignor to comply with the requirements of this Agreement including any breach of warranty. The Consignor's liability to STC under this clause 11.2 is reduced proportionally to the extent that the Indemnifiable Loss was caused or contributed to by STC.

12. Exclusion of warranties

- 12.1. Except as expressly set out in this Agreement, STC disclaims all warranties, guarantees and conditions with respect to the Services, to the maximum extent permitted by law.
- 12.2. Nothing in this Agreement (including clauses 11, 12.1 and 14) excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law (including consumer guarantees under the Australian

Consumer Law) that cannot lawfully be excluded or limited (a **Non-Excludable Condition**).

- 12.3. Where permitted by law, and providing it is reasonable to do so, STC limits its liability for breach of a Non-Excludable Condition to either the resupplying of the Service, or paying the cost of resupplying the Service, in respect of which the breach occurred.

13. Benefit of Limitation

- 13.1. Any clause of this Agreement 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 this Agreement.

14. Notice of Claims

- 14.1. Subject to clause 12.2, the Consignor must as soon as practicable notify STC in writing of any Claim (by it or a third party) under or in relation to or arising out of this Agreement and if the Claim relates to the loss or damage of an Article it must be brought no later than 6 months from the date of lodgement.
- 14.2. The Consignor must comply with STC's claim investigation process which includes providing STC with all relevant information or evidence and complying with STC's reasonable requests.

15. Confidential Information

- 15.1. Each party acknowledges and agrees that:
- (a) unless otherwise specified, any information disclosed to it by the other party in connection with this Agreement or the provision of the Services that is indicated as being proprietary or confidential or which by its nature is confidential ("Information") is disclosed in confidence and it will maintain that Information in confidence;
 - (b) it will not use the Information except in performing its obligations or exercising its rights under this Agreement; and
 - (c) it will not disclose to any other person any Information of the other party except as provided in clause 15.2.

- 15.2. A party may make any disclosures of the other party's Information:

- (a) to any employees, service providers or professional advisers to whom it is necessary to disclose the information for the purpose of performing that party's obligations or exercising its rights under the Agreement;
- (b) with the consent of the other party, which consent may not be unreasonably withheld; or
- (c) as is necessary for it or its shareholders to comply with any applicable law, Government direction or the rules of any stock exchange.

- 15.3. A party disclosing Information under clause 15.2 must take all practicable steps to ensure that the person receiving the Information complies with clause 15.1.

16. Privacy

- 16.1. 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 (available at <http://auspost.com.au>).
- 16.2. The Consignor warrants to STC that to the extent necessary, it has, or will obtain, consent for STC to receive and make use of Personal Information for the performance of the Services, or as otherwise described in this Agreement.

17. Termination

- 17.1. 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 14 days, fails to remedy the breach within that period.
- 17.2. Notwithstanding the provisions of clause 17.1, either party may terminate this Agreement for any reason

upon giving 30 days' written notice of termination to the other.

18. Force Majeure

- 18.1. Neither party is liable for delays or for non-performance due to an event of Force Majeure.
- 18.2. An obligation to pay money which is due and payable is not excused by Force Majeure.

19. Assignment

- 19.1. The Consignor shall not assign or transfer this Agreement without the prior written consent of STC, which shall not be unreasonably withheld.

20. Lien

- 20.1. STC shall have a general lien for all charges due and payable by the Consignor over the Articles the subject of this Agreement.
- 20.2. In the event of a failure by the Consignor to pay an amount that is due and payable to STC in respect of Services provided under this Agreement, and which has not been remedied by the Consignor after receiving 30 days written notice from STC of the failure, STC may sell the Articles and their contents and apply the proceeds thereof towards discharge of the lien and the reasonable and direct costs of the sale.

21. Variation

- 21.1. These terms and conditions, the Operational Materials or the scope of Services may be varied or added to from time to time:
 - (a) by written agreement between STC and the Consignor; or
 - (b) by STC providing notice 30 days prior to the change coming into effect (which may be provided by making a notice available via the customer portal at www.startrackcourier.com.au or as otherwise notified in writing).
- 21.2. If the Consignor does not agree with any variation made by STC pursuant to clause 21.1, the Consignor may terminate this Agreement by providing not less than 7 days' notice to STC before the date the changes are to come into effect.

22. Waiver

- 22.1. Subject to any provision in this Agreement which

specifies otherwise, a provision of this Agreement or a right created under it may not be waived or varied except in writing, signed by the parties.

23. Governing Law

- 23.1. This Agreement is governed by the law in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the relevant courts of Victoria and courts of appeal from them.

24. GST

- 24.1. All Charges are quoted without including an amount for GST unless stated otherwise. In addition to any GST-exclusive amounts payable you must pay an amount equivalent to the GST payable in respect of the taxable supply on receipt of a valid tax invoice.
- 24.2. If in relation to a supply made under the Agreement an adjustment event occurs that gives rise to an adjustment, the price of that supply (including any GST Amount) will alter accordingly and where necessary a payment will be made to reflect the price adjustment.