



Complete, sign and forward to:

Australia Post
Charity Mail
PO Box 1030
STRAWBERRY HILLS NSW 2012

Fax: (02) 9202 6060

Email: charitymail@auspost.com.au

Australia Post use only

Charity Mail
 Approval Number

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 13 18 to contact us.

Customer eligibility

To be eligible for the Charity Mail service you must be endorsed by the Australian Taxation Office (ATO) as an Income Tax Exempt Charity (ITEC) or as a Deductible Gift Recipient (DGR). As evidence of endorsement by the ATO you must have the "Notice of endorsement for charity tax concessions" or "Deductible Gift Recipient" document.

A photocopy of the "Notice of endorsement for charity tax concessions" or "Deductible Gift Recipient" document must be supplied with this application.

Australia Post does not approve the status for ITEC or DGR. If you believe your organisation is eligible for endorsement please contact the ATO for further information.

Customer details

Company / business name

ABN

Title

☐ Mr
 ☐ Mrs
 ☐ Ms
 ☐ Other (please specify)

Given names

Surname

Position / title

Telephone number

Address

Postcode

Email

Do you have an Australia Post Business Credit Account?

☐ No
 ☐ Yes

Account
 Number

Business activities

Please provide a list of the business names or branches that will be mailing under the Charity Mail service and are covered by the ITEC or DGR endorsement.

(These businesses must operate under the same ABN as listed in Customer details).

1.	
2.	
3.	
4.	
5.	
6.	

Please attach listing if insufficient space.

Type of charity

Please indicate the charity group most applicable to you.
 (select one only)

- | | |
|--|--|
| ☐ Aged person | ☐ Locality or neighbourhood |
| ☐ Animals | ☐ Moral improvement |
| ☐ Culture | ☐ People with disabilities |
| ☐ Defence and public order | ☐ Poverty |
| ☐ Disaster relief | ☐ Public works and utilities |
| ☐ Education | ☐ Religion |
| ☐ Environment | ☐ Research |
| ☐ Health | ☐ Science |
| ☐ Indigenous persons | ☐ Unemployment |
| ☐ Industry, commerce and agriculture | ☐ Young persons |
| ☐ Other (please specify) | <input type="text"/> |

Declaration

I hereby apply to become a Charity Mail service customer and certify that my answers to all the questions are, to the best of my knowledge, correct. I have read the terms and conditions associated with the Charity Mail service which are contained overleaf, and by signing this application form show my agreement to be bound by these terms and conditions and the Australia Post General Postal Service Terms and Conditions.

Signature

Date (DD/MM/YYYY)

Australia Post use only

Date received (DD/MM/YYYY)

☐ Letter printed

The application for Charity Mail service has been:

☐ **Approved**
☐ **Rejected**

Signature

Date (DD/MM/YYYY)

Charity Mail 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; and
- 1.2.2 Australia Post accepts that application.

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 **"Agreement"** means an agreement between Australia Post and a Customer for provision of the Service pursuant to clause 1.2.
- 2.3 **"Customer"** means an entity having the status of a registered charity, and approval from the Australian Taxation Office for income tax exemption on that basis or endorsed as a Deductible Gift Recipient by the Australian Taxation Office, and which is from time to time is approved by Australia Post as a Customer of the service.
- 2.4 **"Letters"** means large and small letters as defined in the Australia Post PreSort Service Guide 8833700;
- 2.5 **"Mailing Conditions"** means the conditions set out in the Australia Post PreSort Service Guide 8833700 or equivalent publication published by Australia Post from time to time;
- 2.6 **"Service"** means the Charity Mail Letter Service which is a special service available to eligible Customers who (a) make application to use the Service on Australia Post form 8838713 and (b) which application is accepted by Australia Post. The Service subsequently enables the Customer to lodge letters in accordance with the Charity Mail Service mailing conditions and access preferential 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 are determined and published by Australia Post from time to time.
- 3.2 The charges referred to in clause 3.1 shall be payable by the Customer in cash at the time of lodgment of the letters or, where the Customer has entered into an agreement with Australia Post for establishment of a charge account, shall be charged to (and paid in accordance with the terms and conditions of) that charge account.
- 3.3 Notwithstanding any termination of this Agreement, the Customer 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;
- 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;
- 4.1.3 any change in the status of the Customer as a registered and eligible charitable institution will be notified to Australia Post, and it will, as and when requested to do so by Australia Post, advise Australia Post in writing of the Income Tax Exempt Charity ("ITEC") or Deductible Gift Recipient ("DGR") approval code or designation allocated to, or in respect of the Customer, (including any and each individual business unit of the Customer) by the Australian Taxation Office.
- 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 for the carriage of any letters which are lodged by or on behalf of the Customer contrary to any part of clause 4.1.
- 5.2 Australia Post may, in its sole and absolute discretion, direct a Customer to lodge at any Australia Post lodgment facility.

6 No Other Service

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

7 Assignment

- 7.1 This Agreement cannot be transferred or assigned. Any purported transfer or assignment shall be void and of no effect.

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 the Customer or to any other 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 release and indemnify Australia Post from and 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, the Australia Post Terms and Conditions (including this schedule) 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;
- 11.1.4 an insolvency event occurs in relation to the Customer; or
- 11.1.5 the Customer's status as a Charity ends or is suspended.
- 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.

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