

Post Billpay Terms & conditions

Last updated November 2023

1. Post Billpay and You

1.1. These Terms and Conditions constitute the agreement between You and Australia Post which governs the supply of the Service to You and sets out the basis of Your legal relationship with Australia Post.

2. Meaning of words

2.1. When used in these Terms and Conditions, the following words have the meanings given below:

- (a) "Account" means the account of your Nominated Financial Institution to which Your Payment Method is linked and that we are authorised to debit in accordance with Your instructions when performing the Service.
- (b) "AEST" means Australian Eastern Standard Time.
- (c) "Authorised User" means, if the Customer is a business, a corporation, or other entity, the person nominated by the Customer as being authorised to make Bill payments on behalf of the Customer via the Service.
- (d) "Bill" means an account, invoice, statement or demand for payment (however described) of a Biller and payable by a Customer via the Service.
- (e) "Biller" means an organisation or business, which has agreed with Australia Post to accept payments via Post Billpay so that their Customers can pay their Bills via the Service.
- (f) "Business Day" means any day, Monday to Friday on which Banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
- (g) "Customer" means an individual, business, corporation or other entity, including an Authorised User, who uses the Service to pay a Bill.
- (h) "Nominated Financial Institution" means the bank or financial institution or credit provider that operates the Account.
- (i) "Payment" means acceptance of your Bill payment transaction via the Service.
- (j) "Payment ID Number" means a transaction record generated by the Service which indicates that a Bill Payment transaction has been accepted for processing.
- (k) "Payment Method" means a payment method accepted by the Service, including, but not limited to, debit cards, credit cards, PayPal, or any other payment method approved by Us at any time.
- (l) "Service" means the Post Billpay service.
- (m) "States" means the States and Territories of the Commonwealth of Australia.
- (n) "Terms and Conditions" means these terms and conditions, as amended by us from time to time.
- (o) "We", "Us", "Our", and "Australia Post" mean the Australian Postal Corporation, proprietor of the Service, its employees and agents.
- (p) "You" and "Your" means the Customer.

3. Your obligations and responsibilities

- 3.1. You agree that all information You provide to Us during Your use of the Service is correct to the best of Your knowledge at the time You supply it.
- 3.2. It is Your responsibility to ensure that sufficient credit or funds are available in the relevant Account at all relevant times to enable Payment of the Bill.
- 3.3. Where a Bill payment is declined by Your

Nominated Financial Institution for any reason Your Bill payment transaction will not result in payment of Your Bill and Your Bill will remain unpaid. You will be responsible for any additional fees and charges levied by either Your Nominated Financial Institution or the Biller as a result of non-payment.

4. Your authority

- 4.1. You agree that We may request that Your Nominated Financial Institution debit Your Account in order to complete the transaction and pay the Biller.
- 4.2. You warrant that You are entitled to use the chosen Payment Method and associated Account, and that We have been authorised by You to process the transaction.
- 4.3. You agree that You:
 - (a) will supply Us, upon request, with all information We reasonably require in order to enable Us to provide the Service to You; and
 - (b) authorise Us to obtain from and provide to Your Biller and Your Nominated Financial Institution and other third parties such information as may reasonably be required for the purpose of providing the Service, including in the resolution of any issues. You authorise the exchange of such information with these persons.
- 4.4. See clause 8 regarding Privacy and security for information about how we deal with your personal information.

5. Charges

- 5.1. You may incur fees and / or charges imposed by Your Biller at the time of making Payment, or on Your next bill, for payment processing costs.
- 5.2. If a fee and / or charge is applied at the time of making Your payment, You will be advised of this before the payment is processed and You will have the opportunity to cancel or change the payment before it is processed.

6. Using the service

- 6.1. You can pay a Bill via the Service, using your

chosen Payment Method.

- 6.2. We will use Our best endeavours to provide access to the Service 24 hours each day, 7 days per week. Except as provided in clause 9, We will not be liable to You for interruptions to the Service.
- 6.3. You must follow the instructions on how to access and use the Service as advised by Us from time to time.

7. Transaction processing

- 7.1. Transactions received by Us before 5pm AEST on a Business Day will be processed for payment on that Business Day. Transactions received by Us after 5pm AEST on a Business Day, or received on a day that is not a Business Day, will immediately be shown as a debit on Your Account however the Payment will be processed on the next Business Day. Transactions received from States not governed by AEST will be processed according to AEST, not local time. We will endeavour to process all transactions without delay, but expressly disclaim any and all liability for any processing delays, or the consequences of any processing delays, which may occur in any circumstance, whether beyond Our reasonable control, or otherwise. Transactions received on a weekend or an Australian public holiday will not be processed until the next Bank Business Day. If in doubt, please contact Your Nominated Financial Institution.
- 7.2. You will be provided with a Payment ID Number when Payment occurs. The issuing of a Payment ID Number does not deem payment of a Bill to have been received by Your Biller, as this will depend upon the response of Your Nominated Financial Institution.
- 7.3. We will process the transaction in accordance with clause 7.1 above, however any arrangements with or action / inaction by Your Nominated Financial Institution which, for any reason, do not result in reimbursement to Us, will mean the Bill payment transaction may be stopped or reversed.
- 7.4. We are not responsible for the response of Your Nominated Financial Institution which may result in delaying or denying a Bill

payment.

- 7.5. Where a payment is declined by Your Nominated Financial Institution it will result in Your Bill remaining unpaid. In the event of a declined payment, You will be responsible for any additional fees and charges levied by either Your Nominated Financial Institution or the Biller.
- 7.6. We are entitled to refuse to process a Bill payment request at any time, at our absolute discretion, or may require additional information from You, before We process the request.
- 7.7. You are unable to cancel, alter or reverse transactions that You may have made, using this Service. If You believe a transaction is incorrect, unauthorised or You wish to make a cancellation for any other reason, please contact Us immediately. If We are unable to resolve the issue or request to cancel, alter or dispute a transaction, We will advise You in writing of the procedures for further investigation and resolution, and We may request further relevant details from You.
- 7.8. Should We be unable to resolve the issue We may request that You contact Your Nominated Financial Institution or the Biller directly.

8. Privacy and security

- 8.1. Notwithstanding Our efforts to ensure that the Service is secure, You acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers utilising the Service, or electronic mail transmitted to and from You, will be secure.
- 8.2. We may issue instructions from time to time, intended to ensure the security of the Service. You agree to comply with those instructions.
- 8.3. You acknowledge that your personal information may need to be disclosed:
 - (a) to perform the Service;
 - (b) to enforce and apply these Terms and Conditions; and
 - (c) as otherwise permitted or required by

law.

- 8.4. Please see the Australia Post Privacy Policy for information about how Australia Post handles personal information.

9. Warranties

- 9.1. While we use reasonable efforts to make the Service available to you on a continuous basis and without interruption, to the maximum extent permitted by law, we expressly disclaim all conditions and warranties, express or implied, in respect of the provision of the Service. If any condition or warranty is implied into these Terms and Conditions pursuant to any law (including the *Competition and Consumer Act 2010* (Cth)), then where permitted by law, and providing it is reasonable to do so, our liability for breach of the condition or warranty will be limited to either resupplying the Service, or paying the cost of resupplying the Service, in respect of which the breach occurred and otherwise shall be limited to the maximum extent permitted by Law.
- 9.2. We will not at any time, in any circumstances, be liable for any loss or damage whatsoever including but not limited to any loss of data, loss of savings, loss of business, loss of profit, or any other direct, indirect, special or consequential damage, in each case whether arising from negligence, breach of contract, breach of statutory duty or otherwise which is in any way connected with or arises out of Your use of the Service.
- 9.3. Without limiting Our rights in 9.1 and 9.2 above, We and Our employees, contractors and agents will not be liable for any failure to perform their and Our Obligations if such failure arises from such circumstances reasonably beyond their and Our control. These circumstances include, but are not limited to, strikes, lockouts, riots, labour disputes, epidemics, earthquakes, fire, floods and other acts of nature, government action or their agencies, war, sabotage or inability to obtain sufficient labour, fuel or utilities, communication line failures, power failures, power interruptions or shortages, computer or processing systems failures.

9.4. We will not be responsible for delays or failures in accessing the Service, or processing of transactions, or transactions being declined, or by Your Nominated Financial Institution delaying or failing to implement any instructions.

9.5. We will endeavour to process all transactions without delay, but expressly disclaim any and all liability for any processing delays, or the consequences of any processing delays, which may occur in any circumstance, whether beyond Our reasonable control, or otherwise.

9.6. Clauses 9.2, 9.3 and 9.4 will not apply to any loss suffered by you:

- (a) as a result of any claim arising out of an injury to or the death of any person, to the extent that such loss was caused by Our negligent act or omission; or
- (b) to the extent that the loss was a direct result of Our fraud, gross negligence or wilful misconduct.

10. Variation

10.1. We may amend these Terms and Conditions at any time and we will publish the amended Terms and Conditions on our website.

10.2. Your continued use of the Service after any changes to these Terms and Conditions will constitute acceptance that You are bound by the Terms and Conditions as amended. If you do not agree with an amendment, you may terminate this agreement and cease using Our Services immediately.

11. Suspension or Termination

11.1. We may terminate or suspend the Service, or Your use of the Service, for any reason at any time. We will notify You in advance as soon as practicable, but We are not obliged to do so.

11.2. Termination of the Service, or Your use of the Service, shall not relieve You of any responsibility to pay outstanding fees or charges or other liabilities incurred prior to the

date of termination. After termination, You cannot make further use of the Service and You must make alternative payment arrangements for unpaid Bills.

11.3. To the extent permitted by the law, we will not be liable to you for any loss, damage, cost or expense you may incur as a result of the suspension or termination of your use of the Service, or the Service generally, unless the suspension or termination occurs as a direct result of our gross negligence, fraud or wilful misconduct.

12. General terms

12.1. Subcontracting: We may subcontract certain of Our rights or responsibilities to independent contractors or other third parties at Our discretion.

12.2. Waiver: We shall not be deemed to have waived any of Our rights or remedies under these Terms and Conditions unless such waiver is in writing and signed by one of Our authorised officers. No delay or omission on Our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.

12.3. Governing law: These Terms and Conditions will be deemed to have been made and entered into at Melbourne in the State of Victoria, Australia, and will be governed and construed in accordance with the laws of the State of Victoria. The Courts of Victoria will have non-exclusive jurisdiction to decide an issue which may arise in relation to these Terms and Conditions.

12.4. Entire agreement: These Terms and Conditions constitute the entire agreement and understanding between You and Us and supersede any and all prior communications, representations, agreements or understandings between You and Us with respect to the subject matter of these Terms and Conditions.