



The Purpose of this document

To assist you in understanding Postbillpay by phone, this document details the significant features of the service, including how to use Postbillpay by phone and its benefits and risks.

It is divided into the following sections:

- Section 1: Introduction and Important Information
- Section 2: Terms and Conditions

This document, including the Terms and Conditions, forms your agreement with us. You should read it carefully before deciding whether to use Postbillpay by phone. By using Postbillpay by phone, you agree that you have received, read and understood this document, and accept the Terms and Conditions. If you have any questions about the information in this document or Postbillpay by phone, please contact us.

Capitalised terms and expressions used in this document have the meanings given to them at the beginning of the Terms and Conditions in Section 2.

This document is effective 12th December 2008.

1 Payments are accepted in Australian dollars only.

2 Some billing organisations do not accept Card payments, may limit the value of such payments, or only accept payments from nominated Card issuers.

3 Mobile phone calls are charged at mobile phone rates.

SECTION 1: Introduction and Important Information

Who operates Postbillpay by phone?

Postbillpay by phone is owned and operated by the Australian Postal Corporation (ABN 28 864 970 579). In this document, the Australian Postal Corporation is called “we”, “us”, “our” or “Australia Post”. You can contact us:

- by phone: 1300 137 678; or
- by post: The Customer Care Manager
Postbillpay
GPO Box 1777
MELBOURNE VIC 3001

Significant features and benefits of Postbillpay by phone

What is Postbillpay by phone?

Around 500 organisations now offer their customers the opportunity to pay their bills using Postbillpay by phone. Bills that can be paid with Postbillpay by phone include telecommunications, electricity, gas, council rates, water and insurance premiums. Your bill will indicate if it can be paid using Postbillpay by phone.

What are the benefits of using Postbillpay by phone?

Postbillpay offers you a reliable and efficient service to pay your bills.

- Our service operates 24 hours a day, 7 days a week and is convenient to use from anywhere in Australia.
- You can pay bills¹ by Credit Card, Scheme Debit Card or Charge Card².
- You will be given a transaction number as confirmation of each individual payment.

How do I use Postbillpay by phone?

Simply call 13 18 16, from anywhere in Australia, at anytime, to pay your bills.

Postbillpay by phone allows you to pay your bills 24 hours a day, 7 days a week from the convenience of your home, workplace or even from a mobile phone³.

Our Postbillpay by phone voice system will take you through a simple step-by-step process with clear voice instructions. Using your telephone keypad, you will be asked to enter your Card details, the Billpay Code and Reference Number, as shown on the bill, and the amount that you wish to pay.

From start to finish, Postbillpay by phone offers you a fast, flexible and secure way to pay your bills and specially trained operators are available at any stage throughout the process should you require assistance.

Significant risks

You should be aware of the following risks associated with Postbillpay by phone:

- **Invalid payments:** It is your responsibility to ensure that Biller, payment and Card details provided to Postbillpay are correct. Payments are processed according to the details you enter and confirm. Further, Australia Post is not responsible for delays in processing of payments or rejections by your Nominated Financial Institution caused by your failure to provide us with accurate information. You will be responsible for any additional fees and charges levied by either your Nominated Financial Institution or Biller in the event of a declined Postbillpay payment. If a payment is unsuccessful, your bill will remain unpaid.
- **Postbillpay errors:** Australia Post is not responsible for any loss or damage resulting from Postbillpay errors that occur due to circumstances reasonably beyond our control.
- **Termination of Postbillpay by phone:** You should also note that we may terminate or suspend Postbillpay by phone for any reason and at any time and although we may attempt to notify you in advance, we are not obliged to do so.

What is the cost?

You may incur the following types of charges as a result of using Postbillpay by phone:

- from your telecommunication supplier (e.g. phone calls);
- from your Nominated Financial Institution (e.g. service fees and government duties, taxes and fees);
- from your Biller at the time of making a payment or on your next bill for payment processing costs;

If a fee is charged for an individual bill payment transaction by your Biller this will be clearly highlighted to you at the time you make a payment and you will have the opportunity to cancel the payment before it is processed.

Taxation information

- **GST and third party fees:** Some fees and/or charges referred to under the “What is the cost?” section of this document may attract GST. As these are not fees or charges imposed by Australia Post, you should seek clarification directly from either your telecommunications supplier, or your financial institution, or your biller.

- **Other taxes:** Whilst the actual use of the Postbillpay system has no other tax consequences you should seek advice that takes into consideration your individual circumstances in relation to the payments made through the Postbillpay system.

Dispute resolution

If you have a complaint relating to Postbillpay by phone or any area of our business you may request that it be dealt with by our Service Centre. Our Service Centre may be contacted:

- by phone: 1300 137 678; or
- by post: The Customer Care Manager
Postbillpay
GPO Box 1777
MELBOURNE VIC 3001

We aim to respond to all complaints within 10 working days. Our dispute resolution process is provided to you free of charge.

If you are not satisfied with the outcome of our process, we can refer you to the Financial Ombudsman Service Limited. The Ombudsman may be contacted:

- by phone: 1300 780 808 (local call fee applies);
- by post: Financial Ombudsman Service Limited
GPO Box 3A
MELBOURNE VIC 3001
- by fax: (03) 9613 6399; or
- on the web: www.fos.org.au

More information

For further information regarding Postbillpay by phone, you can contact us by phone on 1300 137 678.

SECTION 2: Terms and Conditions

1 Postbillpay and you

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

2 Meaning of words

When used in these Terms, the following words have the meanings given below:

“Account” means Your Credit Card Account, Scheme Debit Card Account or Charge Account, with a Bank, or other Financial Institution that We are authorised to debit in accordance with Your instructions.

“AET” means Australian Eastern Time.

“Agency Principal” means Biller, any organisation or business which has agreed with Australia Post to participate in Postbillpay, so that Customers may arrange to pay its Bills through Postbillpay.

“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.

“Bill” means an account, invoice, statement or demand for payment (however described) of an Agency Principal and payable by a Customer which may be paid through the Service.

“Biller” means an organisation or business, which has agreed with Australia Post to participate in Postbillpay so that Customers may arrange to pay their bills through Postbillpay.

“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.

“Card” means a Credit Card, Scheme Debit Card or Charge Card as required in the circumstances.

“Charge Card” means a current and valid Card in Your name or which You are lawfully authorised by the Cardholder to use, and which is issued by any Financial Institution.

“Credit Card” means a current and valid Card in Your name or which You are lawfully authorised by the Cardholder to use, and which is issued by any Financial Institution.

“Credit Card Account” and **“Charge Account”** means an Account held by a Customer with a Nominated Financial Institution, whereby the institution advances funds to a Customer on terms and conditions agreed by them.

“Customer” means an individual, business, corporation or other entity, including an Authorised User, who uses the Service to make a Bill payment.

“Financial Institution” or **“Credit Provider”** means the provider of funds or financial accommodation to enable a Bill payment to be transacted through the Service.

“Nominated Financial Institution” means the Financial Institution or Credit Provider nominated by a Customer as the provider of funds or financial accommodation to enable a Bill payment to be transacted through the Service.

“Payment ID Number” means a transaction record generated by the Service which indicates that a Bill payment transaction has been accepted for processing.

“Postbillpay Operator” means a telephone operator at the Service Contact Telephone Number 13 18 16, or the Service Support Telephone Number 1300 137 678.

“Scheme Debit Card” means a current and valid Card in Your name or which You are lawfully authorised by the Cardholder to use, and which is issued by any Financial Institution.

“Scheme Debit Card Account” means an Account held by a Customer with a Nominated Financial Institution, whereby the Customer’s funds are used via a Visa or MasterCard Debit Card on terms and conditions agreed by them.

“Service” means the Postbillpay by phone Service.

“Service Contact Telephone Number” means 13 18 16, to directly access the Bill payment service, or wait to speak to a Postbillpay operator.

“Service Support Telephone Number” means 1300 137 678, to speak directly to a Postbillpay operator for Customer Support and enquiries.

“States” means the States and Territories of the Commonwealth of Australia.

“Terms and Conditions” means these Terms and Conditions.

“We”, “Us”, “Our”, and **“Australia Post”** mean the Australian Postal Corporation, proprietor of the Service, its employees and agents.

“You” and **“Your”** means the Customer.

3 Your obligations and responsibilities

- 3.1 You agree that all information You provide to Us to use the Service is correct to the best of Your knowledge at the time You supply it.
- 3.2 You agree that it is Your responsibility, not Ours, to pay all Bills in a timely manner. It is Your responsibility to ensure that sufficient credit is available on Your nominated Account at all relevant times to enable payment of Bills.
- 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 Agency Principal.

4 Your authority

- 4.1 You agree that We may debit Your nominated Card for the settlement of Bills as selected and authorised by You. You also warrant that You are entitled to use the Card for debit, and that We have been authorised by You to debit Your Card.
- 4.2 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 Agency Principals 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 complaints. You authorise the exchange of such information with these persons.

5 Charges

You may incur the following types of charges as a result of using Postbillpay by phone:

- (a) from your telecommunication supplier (e.g. phone calls);
- (b) from your Nominated Financial Institution (e.g. service fees and government duties, taxes and fees);
- (c) from your Biller at the time of making a payment or on your next bill for payment processing costs;

If a 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 may pay Bills with Postbillpay by phone, using a Credit Card, Scheme Debit Card or Charge Card.
- 6.2 The Service may be accessed by calling the Service Contact Telephone Number 13 18 16. We will use Our best efforts 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 Payment transactions completed before 5pm AET on a Business Day will be processed on that Business Day. Transactions completed after 5pm AET on a Business Day, or completed on a day that is not a Business Day, will immediately be shown as a debit on Your account with payment to be completed to the Agency Principal on the next Business Day. Payment transactions completed in States not governed by AET will be processed according to AET, 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. If You select a weekend or an Australian public holiday as a payment date, Your payment will not be processed until the next Bank Business Day. If You select a local public holiday, which is a Bank Business Day, Your payment will be processed. If in doubt, please contact Your Nominated Financial Institution.
- 7.2 You will be provided with a Payment ID Number when use of the Service to make a Bill payment is completed. Issue of a Payment ID Number does not deem payment of a Bill to have been finalised.
- 7.3 The use of the Service to transact a Bill payment and the processing of a transaction request by Us does not constitute final payment of a Bill. We will process payment to the Agency Principal promptly, but 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 is stopped or reversed.
- 7.4 We are not responsible for a Nominated Financial Institution 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 Financial Institution or Agency Principal.
- 7.6 We are entitled to refuse to process a Bill payment request at any time, or may require additional information from You, before We process the request.
- 7.7 **Transaction Cancellation, Alteration, Dispute or Complaint:** You are unable to cancel, alter or reverse transactions that You may have made, using this Service. If You believe a Postbillpay by phone transaction is incorrect, unauthorised or You wish to make a cancellation for any other reason, You must immediately contact Australia Post in the first instance. Please contact Australia Post in this instance by using the Service Support Telephone Number 13 18 16 and speak to a Postbillpay operator or notifying Us in writing to an address provided by a Postbillpay operator.
If We are unable to settle Your complaint 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. Should Australia Post not be able to resolve the dispute directly it may advise You to contact the issuer of the Card so as to utilise its dispute resolution process.

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 not be monitored or read by others.
- 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 Australia Post will comply with provisions contained in the Australian Postal Corporation Act 1989 (Cth) in relation to the disclosure of personal information where it is required to do so. Australia Post will also comply with the Privacy Act 1988 and the Australia Post Privacy Statement.
- 8.4 You acknowledge that Personal Information may be disclosed:
 - (a) to enforce and apply these Terms;
 - (b) to protect Our rights or the rights of others;
 - (c) to effectively and efficiently provide the Postbillpay service to You;
 - (d) as otherwise permitted or required by law.
- 8.5 You acknowledge that Australia Post may change the Australia Post Privacy Statement at any time in accordance with clause 10.

9 Warranties

- 9.1 To the 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 legislation, and the legislation avoids or prohibits provisions in a contract, excluding or modifying the application of, or exercise of, or any liability under such conditions or warranty, the conditions or warranty will be deemed to be included in these Terms and Conditions, provided that Our liability for breach shall, if the law so permits, be limited in Our sole discretion to (a) the re-supply of the Services, or (b) the cost of re-supply of the Services, in respect of which the breach occurred, and otherwise will 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 of Your 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.

10 Variation

- 10.1 We may vary or add to these Terms and Conditions at any time. You cannot vary these Terms and Conditions. If You are a Customer these Terms and Conditions are deemed to be implied into Your use of the Service. Your 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. You may request a copy of these Terms and Conditions at any time using the Service Support Telephone Number 1300 137 678.

11 Termination

- 11.1 These Terms and Conditions remain in effect until Your use of the Service is terminated by Us.
- 11.2 We may terminate or suspend the Service, or Your use of the Service, for any reason at any time. We will try to notify You in advance, but We are not obliged to do so.
- 11.3 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.

12 General terms

- 12.1 **Assignment:** You are not permitted without Our prior written consent to assign or transfer any of Your rights, duties or obligations under these Terms. We may assign Our obligations under these Terms to any related or successor corporation to Australia Post. We may also assign or 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.

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