



PASS THE POST

Simple and cost effective mail forwarding services to keep you in touch when you're on the go!

Unique ID Number:
(Office Use Only)

CONTRACT FOR MAIL SERVICES

We the undersigned allow Pass the Post to receive mail on our behalf. We understand that when contacted, Pass the Post will forward our mail to an address we disclose. We have read the terms and conditions.

Name: _____

Name: _____

Current Address: _____

Email Address: _____

Contact Number: _____

Please indicate which service you require:

Post mail

Scan mail

Plan Length: _____ (months)

Postage Amount: \$ _____

Password for email attachments: _____

Name & Phone number of an emergency contact _____

How did you hear about Pass the Post: _____

Please contact Pass the Post to arrange payment.

Payment of applicable fees to Pass the Post confers acceptance of the Terms and Conditions of Pass the Post (see Page 2 for Terms and Conditions).

Signature

Signature

Dated:

Dated:

Please return this form to:

Email: admin@passthepost.com.au

Post: Pass the Post, Locked Bag 1, Keperra, QLD 4054

Fax: (07) 3351 0693

THANK YOU FOR REGISTERING WITH PASS THE POST

Once your registration and payment is received your Pass the Post Welcome Pack will be mailed to you within 48 hours, including:

- Your unique ID number,
- New Mailing address,
- Details of our Office Hours;
- Australia Post Mail Redirect Application; and
- Privacy Policy.

Advise your correspondents to send your mail to our address, eg:

- Your Name (Your UID)
- Pass the Post
- Locked Bag 1
- Keperra, QLD, 4054
- And / or complete a mail redirection with your local Post Office;

Provide your correspondents with our email / fax number;

During the course of your membership simply advise us of your mailing instructions either by email, fax, telephone, SMS, or via our website and we will forward your post the next working day. Unless otherwise instructed, mail is posted using ordinary mail at the cheapest rate. You will need to instruct us if you wish to use Express Post or Registered Mail.

For those who have the scan mail service your mail list will be emailed through for you to advise whether to open, scan and email, post, store or destroy.

TERMS AND CONDITIONS

These terms and conditions form an integral part of your Application on the registration form. These terms and conditions are deemed to have been read by you upon signature by you of this Registration Form.

You acknowledge the correctness of the information as contained in the Registration Form and agree to be liable for all costs and expenses as recorded therein.

In these Terms and Conditions:

“**PTP**” means Pass The Post.

“**Client**” means the person/s/entity/business who/which is completing this Registration Form.

“**Services**” means the services set out below.

“**AEST**” means Australia Eastern Standard Time

Appointment

The Client appoints PTP to provide the services in accordance with these Terms and Conditions.

Services

The services to be provided by PTP include, but are not limited to the provision of an alternative mail redirection service.

Procedures

- All names of the Client's and their representatives or agents must be registered for sorting purposes.
- Once registered as a PTP client, an account will be activated showing all names registered, including the advance postage account fee paid.
- All mail received on the Client's behalf will be held at the PTP premises until the Client provides PTP with a forwarding address.
- Commencement of registration will be from the date of the client's first piece of mail arriving into PTP premises.
- PTP will not be held responsible for any prohibited or dangerous goods sent, or lost, damaged or stolen goods.
- PTP must not be used for illegal activity or posting of prohibited or dangerous goods.
- PTP does not open any Client's mail unless authorised by the Client.
- PTP cannot be held responsible for any mailing instructions not received due to electronic communications breakdown. Refer **Disclaimer** below.
- Plan fees or part thereof are refundable provided one month's notice is given and a \$5 administration fee is payable.
- Money left in your postal account at the end of your registration is refundable on the last piece of mail leaving the PTP premises.
- PTP will forward mail on the same day provided the client contacts PTP prior to 14:00 AEST. Communication received after this time for mail to be forwarded cannot be guaranteed to be processed the same day.
- The business hours are 09:30 - 16:00 Monday to Friday only.
- PTP will not operate on Queensland Public Holidays.

Warranties

The parties warrant to each other that they are properly constituted and have full power and authority to enter into this agreement.

- **PTP** warrants that it will provide the Services in a conscientious and professional manner.
- The Client warrants that all payments will be made in accordance with the fees schedule specified in the Registration Form and these Terms and Conditions.
- The Client warrants that they are not an undischarged bankrupt(s).

Indemnity

The Client indemnifies and holds PTP harmless from and against any and all claims, demands, actions, regulatory proceedings and/or causes of action, and all damages, liabilities, costs or expenses (including legal expenses) relating to or arising from any negligence or willful misconduct by the Client, or his/her/their agents or any other person engaged by the Client directly to attend, perform or provide any Services. PTP is not liable for damage or loss of any post, article or property which may have been sent to the Client in the postal system.

No Liability

PTP will not be liable for any loss, theft, damage or injury to persons or property, claims damages, costs and expenses arising out of any willful or negligent act or omission of any person, servant or agent of PTP.

Disclaimer

All use by the Client of the PTP website www.passthepost.com.au is at the Client's own risk. The Client assumes complete responsibility for and for all risk or loss resulting from the Client's downloading and/or use of or referring to or relying on information, products, services or materials provided on the PTP website, or any other information obtained from the use of the website. PTP will not be liable for damages arising after the Client's use or inability to use the website and the Client hereby waives any and all claims with respect thereto whether based on contract, tort or other grounds. The website is available to all users "as is". PTP makes no representations, warranties or undertakings that the website, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. PTP accepts no liability for any infection by computer virus, bug, tampering, unauthorized access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond its control, which corrupts or affects the administration, security, fairness and the integrity or proper conduct of any aspect of the website. To the greatest extent permitted by applicable law, all representations, warranties and conditions, whether express or implied, statutory or otherwise are hereby excluded, including without limitation representations, warranties or undertakings about any of the Services, information and/or materials on the website, including without limitation, their accuracy, their completeness or their merchantability, quality or fitness for a particular purpose.

Confidentiality

The parties represent and warrant that they will not, during the terms of this agreement or at any time thereafter, except in the proper course of performing any of the duties and/or obligations under this agreement or as required by law, use or disclose to any person any confidential information and will use their best endeavors to prevent the unauthorized use or disclosure of the confidential information by third parties.

Intellectual Property

The Client acknowledges that the Services may involve aspects unique to PTP. PTP will be the owner of all Intellectual Property Rights arising from the provision of the Services including but not limited to copyrights, designs, design rights, trademarks, trade names, licenses, logotypes and service marks and any right to have confidential information kept confidential.

Payment

The Client must pay to PTP the fees specified in the Registration Form as outlined in these Terms and Conditions, to be paid by the date(s) specified with any payments made following these dates incurring a penalty fees of 10-15% at the discretion of PTP.

Termination

1. **Termination on notice** -Termination of contract by either party will be accepted in written form only.
2. **Termination for cause**-Either of the parties may, without prejudice to any other rights they may have at law or under these Terms & Conditions immediately terminate this agreement by notice in writing to the other party on the occurrence of any of the following events:
 - (i) In the event the other party commits an Act of Bankruptcy; or
 - (ii) In the event that the other party fails to remedy or adequately redress any breach of this agreement within 21 days after being given notice in writing requiring the breach to be remedied or adequately redressed by the either of the parties.

Notices

1. **Method of giving notices**- The methods of providing notice, consent, request or any other communication under this agreement must be in writing and must be left at the address of the addressee, or sent via post to the address of the addressee or sent by facsimile to the exhibition as specified or any other address or facsimile number the addressee requests.
2. **Time of receipt** - A notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) If delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
 - (ii) If transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.

Force majeure

PTP will not be held liable for any loss, damage or delay arising out of, or be in default of its obligations by reason of the inability to perform its obligations under this agreement for any reason that is beyond its control including, but not limited to power failure, strikes, labor disputes, war, shortage of materials or transportation, government regulation, fire or Acts of God.

General

1. **Waiver** - The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
2. **Amendment** -This agreement may be amended or supplemented in writing, by PTP. The changes will take effect after PTP has notified the client.
3. **Sever-ability** -Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, this is otherwise capable of being served to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity of that provision in any other jurisdiction.
4. **Liability of parties** - If two or more parties are included within the same defined term of this agreement:
 - A liability of the parties under this agreement is a joint liability of all liability of each of the parties;
 - A right given to the parties under this agreement is a right that is given to each of the parties; and
 - A representation, warranty or undertaking made by each of the parties.

Law and jurisdiction

The law specified in the State of Queensland and the Commonwealth of Australia governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of State of Queensland and the Commonwealth of Australia governing this agreement and any courts, which may hear appeals from those courts in respect of any proceedings in connection with this agreement.