



StarTrack Terms and Conditions & StarTrack Additional Charges

Summary of Key Amendments

From 1 November 2023, amendments to the StarTrack Terms and Conditions and the StarTrack Additional Charges will take effect. The StarTrack Terms and Conditions and the StarTrack Additional Charges apply to the provision of Services by StarTrack, except where StarTrack has agreed in writing that other arrangements apply.

The tables below contain summaries of the amendments effective 1 November 2023. You are encouraged to read both the summaries and the amended StarTrack Terms and Conditions/StarTrack Additional Charges in full.

Changes to StarTrack Terms and Conditions

Clause No.	Clause Heading	Topic	Amendments Effective 1 November 2023
2.4	Provision of the Services	Notification of Product Guides	Clause 2.4 now describes how we will notify you of any new Product Guides (or amended versions of existing Product Guides) that you are required to comply with. We will give you 30 days' notice in writing. If you do not agree with the new or amended Product Guide, you may terminate your Services Agreement without liability to us by giving us 7 days' written notice.
2.5	Provision of the Services	Mandatory declaration of packaging type	Clause 2.5 now provides that you must declare the packaging type of individual items within a consignment. The existing requirement to declare dimensions and weight continues to apply.
2.6, 2.8.2, 7.11.1, 16	Provision of the Services	Prohibited and Restricted Goods Guide	<p>StarTrack has introduced a Prohibited and Restricted Goods Guide*. This Guide sets out what we will and won't accept, including size and weight limits, types of Goods (including alcohol) and packaging requirements. A link to the Guide is provided in clause 16.</p> <p>Accordingly, clause 2.8.2 now provides that you may only consign Prohibited or Restricted Goods with our prior consent; clause 2.6 now specifically references the Prohibited and Restricted Goods Guide as one of the Product Guides with which you must comply; clause 7.11.1 states that Transit Warranty will not apply to loss/damage to Prohibited Goods or Restricted Goods unless the Goods were consigned with our express permission and in compliance with our directions and relevant laws; and definitions of "Prohibited Goods" "Restricted Goods" and "Prohibited and Restricted Goods Guide" have been inserted into clause 16.</p> <p>* For any questions on how this Guide applies to you/your freight, please speak to your Account Manager.</p>
2.10	Provision of the Services	Special Services – non-rigid packaging	Clause 2.10 now stipulates that non-rigid packaging may not be used for Goods consigned on our Special Services Service. The existing prohibition against non-rigid packaging for Goods consigned on our Road Express Service continues to apply.
2.11, 2.12	Provision of the Services	Warranties by you - you have authority to consign Goods and you will not misrepresent the Services to third parties	Under new clause 2.11 you warrant (promise) to us that you have the authority of and are the agent of any third party that owns or has any interest in the Goods, in order to consign the Goods to us pursuant to our terms and conditions. Under new clause 2.12 you warrant to us that you will not misrepresent or overstate to any third party the nature or quality of the Services that will be provided by us.
2.15.1, 16	Provision of the Services	Unattended delivery and Authority to Leave	<p>Clause 2.15.1 now provides that we may only deliver your goods unattended where we have "Authority to Leave". A definition of "Authority to Leave" has been inserted into clause 16. Where the receiver is unavailable or the delivery address is unattended, we will have authority to deliver your Goods by depositing your Goods at the delivery address where any of the following apply:</p> <ol style="list-style-type: none"> 1. We have documented pre-authorisation from you, the sender or the Receiver; 2. Where this is our default delivery option for a Service and you have not expressly selected another option; or 3. Where this is our standard delivery process for a Service and we do not offer you another option. <p>These amendments relate to the upcoming introduction of a change to our standard process for Road Express deliveries to residential addresses. Where an article is to be delivered via our Road Express network to a residential address and the Receiver is unavailable, or the Delivery Address is unattended, StarTrack will assume its Authority to Leave the item at the residential address if it is safe to do so. We will not be offering a choice to 'opt out' of this delivery process.</p>
2.15.2	Provision of the Services	Delivery to post offices, parcel lockers, etc	Clause 2.15.2 has been amended to expand the locations to which we may deliver your Goods in circumstances where the receiver is unavailable, or the Delivery Address is unattended. These new locations include a retail partner location or any parcel locker.
2.17	Provision of the Services	"Dangerous or Fragile Goods in satchels"	Clause 2.17 has been amended to clarify that Dangerous Goods (included Permitted Dangerous Goods), Semi-Fragile or Fragile Goods must not be consigned in (any) satchels or envelopes.
2.18	Provision of the Services	Fixed Price Premium (overweight, oversize etc)	<p>Clause 2.18 outlines that for fixed-price services, consignments must not exceed the selected weight break. Fixed-price satchels must conform to the new dimension and volume limits that we have provided you in the Additional Charges document.</p> <p>Additional Charges will apply if you do not comply with these limits.</p>

Clause No.	Clause Heading	Topic	Amendments Effective 1 November 2023
3.8, 3.9	Intermediaries	Customer's indemnity obligations	Clause 3.8 has been amended to reduce the categories of Loss against which you must indemnify us. A new clause 3.9 has been inserted which provides that where you are required to indemnify us, this obligation will be reduced proportionately to the extent that we caused or contributed to the relevant Loss.
4.1, 16	Service Rates and Additional Charges	Peak Fee/Peak Times	Clause 4.1 has been amended to enable us to invoice you the Peak Fee at Peak Times. Definitions of "Peak Fee" and "Peak Times" have been inserted into clause 16. Please refer to the Additional Charges document for further information. Our existing ability to invoice you the applicable Service Rates, Additional Charges, and Extra Charges continues to apply.
4.6	Service Rates and Additional Charges	Force Majeure Fee	Clause 4.6 now qualifies that although we will typically provide you with 30 days' written notice of amendments to Service Rates and Additional Charges, the 30 days' notice requirement will not apply to Force Majeure Fee (for which only 3 business days' notice is required - please see clause 13.3 for further information).
4.6, 5.2	Service Rates and Additional Charges/ Minimum Revenue and Trading Levels	Your termination rights where you do not agree with a pricing change	Clauses 4.6 and 5.2 now clarify that where you do not agree with a pricing change, and consequently choose to terminate your Services Agreement, this termination will not result in you incurring any liability to us. You need only give us 7 days' written notice of your termination.
6	Liability and Limitation of Liability	Our liability to you and your liability to us	Clause 6 has been amended to combine the previous clause 6 and clause 8 (both relating to liability) into one clause; to provide that nothing in the Services Agreement will limit either party's liability for Loss arising out of that party's gross negligence (or its fraudulent act or wilful misconduct); to provide for a mutual exclusion of liability for consequential loss; to reduce the categories of Loss against which you must indemnify us, and provide that where you are required to indemnify us this obligation will be reduced proportionately to the extent that we caused or contributed to the relevant loss. The clause has also been generally reworded.
7.1, 7.11.1	Transit Warranty	Transit Warranty - Prohibited Goods and Restricted Goods	Clause 7.11.1 now sets out that in addition to the pre-existing categories, Transit Warranty does not apply for loss or damage to Prohibited Goods or Restricted Goods (unless you have consigned these Goods with our express permission and in compliance with our directions and relevant laws).
7.11.12	Transit Warranty	Transit Warranty exclusions – Authority to Leave	Clause 7.11.12 now provides that Transit Warranty does not apply where you claim the Goods were Lost and they were delivered unattended in accordance with any Authority to Leave.
13.3	Force Majeure	Force Majeure Fee	Clause 13.3 now provides that where StarTrack is affected by a Force Majeure Event (as defined in clause 16), and the effect of that Force Majeure Event can be overcome or mitigated but at an additional cost, we may continue to provide some or all of the Services and pass on the additional cost to you in the form of a new or amended Additional Charge, provided that we will give you at least 3 business days' prior notice. Please refer to the Additional Charges document for further information.
16	Definitions	Introduction of new definitions	Clause 16 now includes definitions for the following terms: <ul style="list-style-type: none"> • Australian Consumer Law • Authority to Leave • Business Day • Collection Point • Extra Charges • Indemnifiable Loss • Manifest • Peak Fee • Peak Times • Prohibited Goods • Restricted Goods • Prohibited and Restricted Goods Guide (includes a hyperlink to the Guide)
Miscellaneous			Various minor corrections and clarifications have been made to the Terms and Conditions, for example clarifying which particular Additional Charges are likely to be applied in various situations, emphasising the availability of the Australian Consumer Law, consistent use of the term 'Extra Charges', deleting unnecessary duplications, renumbering, etc.

Changes to Pricing Schedule

– Additional Charges

Part/ Section Number	Section Heading	Description and Explanation	Amendments Effective 1 November 2023
Pricing Schedule- Additional Charges (GST Exclusive)	-	The Additional Charges set out in the Pricing Table will be added as applicable for the provision of Services by StarTrack. This document is intended to be read in conjunction with the StarTrack Terms and Conditions and other documents comprised in the Services Agreement.	<p>The Manual Handling Surcharge will increase from \$11.50 to \$14.</p> <p>There are also updates to the amounts of various Additional Charges, including:</p> <ul style="list-style-type: none"> • Security Management Charge • Unmanifested Fee • Manual Consignment Notes • Futile Pick-ups • Futile Deliveries • Next Flight Cancellation or Downgrade • Premium Satchel re-deliveries or returns • StarTrack Packaging Charges • CN printing fee for Controlled Returns or Transfer Movements • Single Consignment Pick-Ups • Account Service Fee • Late Payment Administration Charges • Cheque Handling <p>There will also be the introduction of three new Additional Charges</p> <ul style="list-style-type: none"> • Peak Fee • Manifest Correction Fee • Force Majeure Fee
Additional Charges - Description s4	Manual Handling Surcharge	This section outlines how the Manual Handling Surcharge is applied, including dimension and weight limits.	Clarity is provided around what constitutes a ‘flatpack’ – requires any dimension to be less than 5cm.
Additional Charges - Description s8	Manifest Correction Fee	StarTrack may apply this Additional Charge to correct any errors you have made on the manifest, including incorrectly declared weight, dimensions, lodgement points, origin/destination addresses, or product/ service codes.	This Additional Charge description is a new inclusion in this document.
Additional Charges - Description s9	Peak Fee	StarTrack will apply this Additional Charge between 1 November and 31 January each year and other periods of high demand across some or all of StarTrack's/ Australia Post's network.	This Additional Charge description is a new inclusion in this document.
Additional Charges - Description s10	Force Majeure Fee	This section outlines that StarTrack may apply this Additional Charge if there is a Force Majeure Event, as defined in the StarTrack Terms and Conditions.	This Additional Charge description is a new inclusion in this document.
Additional Charges - Description s15	Over-filled, Oversized, Overweight and Misdeclared Fixed Price Premium Satchels	FPP satchels must meet all specified size and weight break requirements.	<p>New maximum volumes and greatest linear dimension requirements will apply to FPP satchel consignments.</p> <p>Where we measure and assess that your consignment doesn't match the size/dead weight/volume requirements for the chosen satchel size/weight break, you will be charged at the rate of the next satchel size or weight break.</p> <p>Where the consignment exceeds the maximum limits for a Large satchel, or where we determine that your consignment is actually a carton, you will be charged in line with the Overweight Fixed Price Premium Carton methodology, as given in s14.</p>
Additional Charges - Description s23	Dangerous Goods	StarTrack will charge you the Dangerous Goods charge where we have agreed to deliver Dangerous Goods.	This clause now provides a clarification that the Dangerous Goods charge will be applied in addition to any other applicable Additional Charges, including the Manual Handling Surcharge or Oversize Charge.