



NATIONAL CHANGE OF ADDRESS TERMS AND CONDITIONS OF SERVICE

IMPORTANT: This Agreement governs the supply by Australia Post of the Australia Post ® National Change of Address Service (“Service”)

The signing of this Agreement, or the submission of a Client List to Australia Post, or to the Licensee, for provision of the Service constitutes a Client’s acknowledgment that this Agreement has been received by the Client, and the Client agrees it is bound by the terms of this Agreement.

1. Australia Post or its Licensee may provide the Service on a Client's List, as and when requested, in accordance with this Agreement, and subject to the payment of Service charges to the Licensee at the rate prescribed from time to time by Australia Post or its Licensee.
2. Australia Post or its Licensee shall provide the Service by matching addressee names and addresses of individuals on the Client List against the NCOA Data.
3. Where a match is successful on both name and former address of an individual, Australia Post or its Licensee shall alter the Client List to include the present address of that individual, but subject always to the relevant individual's express consent .
4. Australia Post and its Licensee reserves the right to make minor alterations to the format and content of address records in a Client's List.
5. Where address records on a Client List are successfully matched to the NCOA Data, Australia Post or its Licensee will attach a Unique Identifier to each updated address record.
6. Upon return of an updated Client List, Australia Post or its Licensee shall flag all address records updated during the Service, but subject always to the relevant individual's express consent.
7. Australia Post is the owner of the NCOA Data, including but not limited to the Unique Identifier, and all intellectual and industrial property rights associated with the NCOA Data and the Unique Identifier, including trade secrets and copyright. No Party is authorised or permitted to use the NCOA Data or the Unique Identifier for any reason other than the permitted purpose under this Agreement and no Party is authorised or

permitted to sell, rent or otherwise deal with the NCOA Data, including but not limited to the Unique Identifier, to any third party.

8. The NCOA Data provided by Australia Post or its Licensee for the performance of the Service will be the most current information made available to Australia Post and its Licensee at the time of provision of the Service.
9. Australia Post and its Licensee do not warrant that the provision of the Service will achieve any particular result for any mailing made using the NCOA Data provided or for any other use to which the NCOA Data is put.
10. Australia Post requires its Licensees to provide to Australia Post with commercial and summary operational information related to the provision of the Service. The Client agrees that Australia Post may, from time to time, contact the Client seeking to verify the accuracy of the commercial and summary operational information provided by the Licensee.
11. Australia Post and its Licensee shall keep confidential and shall not disclose to any third person any information of a commercial, operational, technical or marketing nature contained in or relating to the provision of the Service, including any Client List, and shall take all reasonable steps to keep the Client List secure against third party access while it is in the possession of Australia Post or the Licensee.
12. The Client shall keep confidential and shall not disclose to any third party any information relating to the provision of the Service, including the Unique Identifier, or any other information concerning Australia Post or its Licensee and shall at all times keep the information secure against unauthorised access, use, disclosure, modification or other misuse.
13. The obligations of confidentiality contained in this Agreement shall extend to all employees and agents of the Parties and shall continue beyond the date upon which the Service is provided, and shall only be released consequent upon, and subject to, any disclosure requirements imposed by legislation or due legal process.
14. The Client warrants it will only use the NCOA data for mail related purposes and the maintenance of its Client Database. The Client further warrants it will not use the NCOA Data to do, without limitation, such things as the creation of statistical reports relating to moving patterns or to create a list of movers.
15. Australia Post, its employees and its Licensee shall not be liable to the Client for any loss or damage whatsoever suffered or that may be suffered (including but not limited to direct and consequential loss) as a result of any act or omission by Australia Post, its employees or Licensee whether negligent or otherwise, in the provision of the Service.
16. The Client indemnifies Australia Post and its Licensee against any loss or damage which Australia Post or its Licensee may suffer (including but not limited to direct and consequential loss) arising out of the provision of the Service except to the extent that such loss or damage results from the negligence or fault of Australia Post, its employees or Licensee.

17. The provisions of this Agreement shall be read subject to any implied terms, conditions or warranties imposed by the Trade Practices Act 1974 (Cth) or any other applicable Commonwealth or State legislation and to the extent that such legislation permits a supplier to limit its liability for breach thereof, the liability of **Australia Post is limited at its discretion to the re-supply of the Service or the cost of re-supplying the Service.**
18. Australia Post or its Licensee shall have no liability to the Client or to any other Party, or be in default under these terms, for failure to observe or perform any part of the Service, or perform any other obligation, for any reason or cause which could not with reasonable diligence be controlled or prevented by Australia Post or its Licensee.
19. Australia Post may vary or add to this Agreement at any time. All changes to this Agreement will be notified in writing before they become operative. Submission of a Client List for the Service after notification of any changes to this Agreement will constitute acceptance that a Client agrees to be bound by this Agreement as amended.
20. Privacy Obligations
 - 20.1 The Client must:
 - (a) comply with any Privacy Law:
 - (i) by which it is bound; and
 - (ii) by which Australia Post or its Licensee are bound, including without limitation the Privacy Act and comply with Australia Post's reasonable instructions to enable this to be achieved;
 - (b) use the NCOA Data only for mail related purposes, to update its Client Database or as otherwise specified by this Agreement;
 - (c) restrict access to the NCOA Data to those employees requiring access to it in order to fulfil the Client's obligations under this Agreement;
 - (d) not disclose any NCOA Data to a third party without Australia Post or its Licensee's consent in writing, or as otherwise agreed by Australia Post or its Licensee unless:
 - (i) the disclosure is to the individual to whom the NCOA Data relates; or
 - (ii) the individual to whom the NCOA Data relates has consented to the disclosure of their Personal Information to a third party; or
 - (iii) the disclosure is required or authorised by or under law, in which case the Licensee must promptly notify Australia Post of any disclosure;
 - (e) deal with the NCOA Data as directed or agreed by Australia Post or its Licensee, provided that direction will not cause the Client to breach a Privacy Law by which it is bound.

- (f) take all reasonable steps to ensure the NCOA Data is protected against misuse and loss, unauthorized access, modification and disclosure, including:
 - (i) the development of a privacy compliance plan;
 - (ii) the undertaking of privacy compliance training by its staff at least annually;
 - (iii) obtaining a written agreement from any third party to whom the NCOA Data is disclosed (other than the individual to whom the NCOA Data relates), to comply with all Privacy Laws having the same effect as this clause;
- (g) not to do anything with the NCOA Data that will cause Australia Post or its Licensee to breach any Privacy Law;
- (h) must co-operate with Australia Post in the resolution of any complaint under, or relating to, any Privacy Law or relevant codes or policies; and
- (i) indemnifies Australia Post and its officers, employees, agents, the Licensee and contractors against all loss, damage, injury, claim, demand, cost or expense (including legal fees and expenses) that any or all of them suffer or incur as a result of any breach of this clause.

20.2 The Client warrants that it has obtained independent legal advice confirming the Client complies with all Privacy Laws by which it is bound.

20.3 The Client acknowledges clauses 20.1 to 20.2:

- (a) apply notwithstanding any other clause in this Agreement and shall prevail to the extent of any inconsistency; and
- (b) survive the termination of this Agreement.

21. By signing this Agreement, the Client agrees to be bound by the terms of the Agreement, acknowledges receipt of a copy of the Agreement on the date below, and acknowledges that until replaced with any amended Agreement, this Agreement governs the provisions of the Service.

22. Definitions

“Client” means the entity described in the Client Details section of this agreement.

“Client List” means a database maintained by the Licensee's client containing Personal Information, including but not limited to, the names and addresses of individuals.

“Licensee” means any entity, business, not-for-profit organisation, government department or instrumentality which has contracted with Australia Post to act as its Licensee or agent for the Service and for the purposes of this Agreement means QAS Pty Ltd, at 111 Pacific Highway, North Sydney, NSW, Australia 2060.

“NCOA Data” means the Personal Information including names, addresses and other information contained in the National Change of Address Data File held and owned by Australia Post which Australia Post or its Licensee uses to provide the Service.

“Personal Information” has the same meaning given to it in the Privacy Act.

“Privacy Act” means the Privacy Act 1988 (Cth) of Australia.

“Privacy Law” means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information and specifically includes those obligations imposed under Part 7B of the Australian Postal Corporation Act 1989 (Cth).

“Unique Identifier” also referred to as Delivery Point Identifiers or DPIDs means a unique set of 8 digit numbers developed by Australia Post to identify valid Australian mail delivery addresses.

Dated: _____/_____/_____

CLIENT DETAILS

COMPANY NAME:

ADDRESS:

CONTACT NAME:

PHONE NO:

FAX NO:

SIGNED ON BEHALF OF THE SAID PARTIES

CLIENT:

SIGNATURE

NAME

POSITION

LICENSEE:

SIGNATURE

NAME

POSITION