



TERMS AND CONDITIONS

1. "Mailcare Systems" means Mailcare Systems Pty. Ltd. A.C.N. 007 078 926 trading as Mailcare Systems Pty Ltd.
2. "Customer" means the party to whom this invoice is addressed.
3. "Document" means this quotation or invoice as the case may be.
4. The parties agree that these terms and conditions apply in respect to the goods/services referred to in this document and any other goods/services provided to the Customer, and there are not conditions, warranties or other terms. The Customer shall not be entitled to rely on any representations made by or on behalf of Mailcare Systems unless they are contained in this document.
5. No variation of the terms, conditions or warranties contained in this document shall be of any effect unless in writing and signed by the parties or their duly authorised representatives.
6. Mailcare Systems will make all necessary arrangements with Australia Post on behalf of the Customer but will not be responsible for:
 - a) Any delay in mailing or any consequential loss or damage;
 - b) Any loss, costs, damages or expenses suffered by the Customer arising from or incidental to the Customer's failure or refusal to meet the specified postage payment terms.
7. Mailcare Systems accepts no responsibility or liability for the accuracy of delivery documents in relation to any goods or materials delivered by or on behalf of the Customer to the premises of Mailcare Systems. Mailcare Systems shall where possible advise the Customer of any shortage and/or omissions in delivery and any excess goods or materials delivered by the Customer shall be returned to the Customer at its expense. If within 14 days after the delivery of this document, Mailcare Systems has not received instructions from the Customer in relation to the disposal of such excess material, it shall notify the Customer of the applicable weekly storage charges.
8. Mailcare Systems accepts no responsibility or liability for the handling or storage of the Customer's goods or materials at Mailcare Systems. All such goods and materials shall be at the sole risk of the Customer and Mailcare Systems shall not be liable for any theft, loss, damage or destruction of such goods or materials.
9. The customer warrants that any materials delivered to Mailcare Systems Services do not contain any infringement of any design copyright patent or other proprietary rights or are defamatory or obscene. Mailcare Systems reserves the right in its sole discretion to refuse to mail or deliver any material which in its opinion constitutes an infringement of any design copyright or patent or other proprietary rights or is defamatory or obscene or the distribution of which may be contrary to law.
10. Mailcare Systems accepts no responsibility for any pallets, pallet cages or other forms of packaging on which the Customer's goods/materials are delivered to the premises of Mailcare Systems. The Customer shall bear the risk of the theft loss damage or destruction of such pallets, pallet cages or other forms of packaging at all times.
11. To the extent permitted by law, Mailcare Systems shall not be liable to the Customer for and the Customer indemnifies Mailcare Systems from and against all liability in respect of claims loss cost damages or expenses arising directly or indirectly from the acts or omissions of Mailcare Systems whether caused or contributed to by any default omission or negligence on the part of Mailcare Systems or its servants and agents.
12. If the Customer defaults in payment of any amount due under this document, Mailcare Systems may at its option by written notice to the Customer, suspend any further works for or orders by the Customer until the default is remedied (and shall not be responsible for any loss cost damage or expense incurred by the Customer during the period of suspension) or terminate its contract with the Customer.
13. Mailcare Systems shall preserve the confidentiality of any information or data supplied to it by the Customer.
14. The Customer shall not be entitled to make any claim against Mailcare Systems in connection with any act omission or event unless the claim is made in writing within 7 days of the date of the act omission or event giving rise to the claim.
15. Mailcare Systems shall not be liable for any loss damage or expenses arising from delays or non-delivery arising from any cause beyond its control including plant and equipment breakdowns, failure or abnormal supply of power, act of God, any act default or neglect of the Customer, industrial stoppages or bans and shortages of raw materials.
16. Mailcare Systems shall not be liable for any imperfection caused directly or indirectly by defects in or unsuitable material supplied by the Customer.
17. The Customer must strictly comply with terms of payment specified in the document.
18. Mailcare has set the following standard processing lead-times in order to ensure that we meet your deadline – note all times are prior to the date of processing and lead-times are not cumulative. The maximum lead-time is the time taken to complete the longest process;
 - Data file preparation - Two business days.
 - External Printing - Three to five business days from receipt of written sign off of Proof/s from an authorised representative of the Customer.
 - Envelope Supply - Four to five business days from receipt of written sign off of Proof/s from an authorised representative of the Customer.
 - Mail Processing - Twenty-four to Forty-eight hours from receipt of all materials.
 - Laser printing - Twenty-four hours from receipt of written sign off of Proof/s from an authorised representative of the Customer.
 - All materials - received by Mailcare by 12 noon on the day preceding your deadline. If you require Mailcare to laser overprint your letterhead or other documents these materials must be received 24 hours earlier to allow time for sign-offs to be prepared and printing to be completed prior to the day of processing.
19. Mailcare reserves the right to charge a cancellation fee when a client cancels a scheduled job on the day of lodgement. This fee is charged in order to recover the costs incurred by Mailcare in sourcing labour to perform your project, a cost that cannot be avoided due to the late notice given. In addition if Mailcare has undertaken any work or ordered any external supplies in preparation for the mailing the client will be charged as quoted.
20. Mailcare reserves the right to apply a surcharge if a Customer requires a deadline that results in a quicker turnaround than the normal production timeline as set out in Item 18 above. Any applicable fee will be discussed and confirmed in writing with the client. Acceptance of the charge must be confirmed in writing by the client prior to any work being undertaken.