

AN POST

**TERMS AND CONDITIONS
FOR SINGLE PIECE UNIVERSAL SERVICES
AND ADDITIONAL INFORMATION**

24 November 2014

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Introduction

An Post is a major commercial business providing a wide range of services to the public. Not only does An Post operate the national postal service but it also provides a range of financial and money transmission services, as well as agency services for Government Departments, the National Treasury Management Agency (NTMA) and other bodies.

An Post is the Universal Service Provider for Universal Services (also known as 'USO' Services)

An Post is the designated Universal Service Provider under Section 17 of the Communications Regulation (Postal Services) Act 2011 ('the 2011 Act'). This places on it a set of obligations under Section 16 of the 2011 Act to provide on every Working Day one collection and delivery to the home or premises of every person or business within the State of Postal Packets weighing up to 2kgs and parcels weighing up to 20 kgs. It also requires that a number of ancillary services are provided.

Regulation of Universal Services

In exercise of its powers under Section 16(9) of the 2011 Act ComReg has made Regulations in relation to the services to be provided by An Post in the provision of the Universal Service. These are set out in the Communications Regulation (Universal Postal Service) Regulations 2012 (S.I. No 280 of 2012).

An Post's mail services can be broadly categorised as follows:

- (i) Universal Services which it is obliged to provide under S.I. No. 280 of 2012 such as a basic letter service up to 2kgs and a parcel service up to 20 kgs to every address within the State at a uniform tariff and to all destinations abroad; and
- (ii) Non Universal Services such as Express, International Courier, PostAim, Publicity Post, Passport Express, Publication Services, Admailer, Postmark and Business Collection Service.

These Terms and Conditions govern the supply of Single Piece USO Services.

'Single piece service' means a postal service involving the transmission of individual Postal Packets to addressees where the postage paid by the senders is not subject to any discounts based upon:

- (a) the number of Postal Packets sent;
- (b) the substance, formatting or positioning of the address;
- (c) the use of markings to facilitate sorting by machines;
- (d) pre-sorting into geographical areas for delivery; or
- (e) an obligation to purchase any other postal service

For details of non USO services please visit the An Post website (www.anpost.ie). An Post delivers approximately 2.5 million items every working day and handles 140 million individual Post Office transactions every year. As a member of the Universal

Postal Union (UPU) mail dispatches are exchanged with each of its other 191 members.

How to Access An Post's Universal Services?

An Post provides access to all of its services including Universal Services to which these Terms and Conditions apply through the operation of a network of Mail Centres, Post Offices, collection boxes and PO Boxes comprising the following elements (at date of publishing):

- Mail Centres (Dublin, Cork, Athlone and Portlaoise);
- Post Offices (Company Offices and Sub Offices);
- Automated facilities:
 - Postal service centres - Sells individual stamps (accepts parcels up to 2 kgs)
 - Stamp vending machines - Sells stamp booklets;
- PostPoint retail agents (licensed to sell stamps);
- Post and Pay Outlets (trial service operation);
- Collection Boxes situated in public locations; and
- PO Boxes (rented for mail delivery).

The Latest Time of Posting (LTOP) to ensure next working day delivery in the commercial centres of all towns is 17.30 subject to a number of exceptions agreed to by ComReg. The LTOPs are clearly displayed on all collection boxes. Facilities to purchase stamps, which may be automated, are provided within 100 metres of a collection box in the commercial centres of towns. A collection box in urban areas is provided so that users of the postal service do not have to travel more than 1 km within a town area and 3 km within a rural area to post a letter. For more information, please visit the An Post website at www.anpost.ie.

Other laws and regulation which apply to mail services provided by An Post

An Post in endeavouring to provide its services to its customers is obliged to comply with the requirements of a number of State Agencies (such as Customs and the Irish Aviation Authority (IAA) for inbound and outbound international mail respectively), third party contractors such as airlines, shipping companies, other postal operators and mail forwarders based in jurisdictions outside Ireland. Postal services will inevitably be impacted from time to time as a result of legal requirements of the aforementioned State Agencies and the manner in which third parties perform their obligations. However, An Post will endeavour to minimise the impact of such occurrences whenever they do occur and make alternative contingency arrangements where reasonably practical and appropriate.

What is this document and how to use it?

This document focuses on mail services provided by An Post which are Single Piece Universal Services. It explains the Terms and Conditions that apply to the provision of these Universal Services by An Post and also provides additional information for An Post customers when using Universal Services. Some of the terms used in this document may be legally defined terms and/or technical terms and we have provided a list of those terms and their meanings in the relevant sections of this document

This document is set out in three parts:

- | | |
|--------|--|
| Part 1 | Terms and Conditions applicable to all Single Piece Universal Services |
| Part 2 | Additional Terms and Conditions applicable to specific Single Piece Universal Services |
| Part 3 | Definitions |

Other An Post Documents

- Terms and conditions for Bulk Mail universal services - where are they? If you are a bulk mailer and use An Post Bulk Mail Universal Services, please see “*Terms and Conditions for Bulk Mail Universal Services and Additional Information*” on our website at www.anpost.ie for more details.
- Mail services other than Universal Services - where are the terms and conditions? If you are looking for terms and conditions for mail services which are not Universal Services, please visit An Post’s website at www.anpost.ie and select the relevant mail service for more details.
- The An Post Website at www.anpost.ie contains other important documents related to Universal Services such as the Schedule of Charges, Packing Guidelines, Guide to Postal Services, Authorised Meter Machine manufacturers and details An Post’s Customer Charter and Customer Service

**THE TERMS AND CONDITIONS IN THIS DOCUMENT APPLY ONLY TO
AN POST'S SINGLE PIECE UNIVERSAL SERVICES.**

Part 1 - Terms and Conditions applicable to all single piece universal services

Section A - Preliminary

A.1 Commencement

These Terms and Conditions shall come into operation on the [.....]

A.2 Definitions

A number of technical terms appear throughout these Terms and Conditions with which the customer may not be familiar. Their meanings are explained in the list of definitions set out in Sections B and F.

A.3 An Post not a “Common Carrier”

An Post is not and shall not be deemed to be a Common Carrier. The acceptance of Postal Packets is subject to the provisions of the 2011 Act and these Terms and Conditions.

A.4 An Post Services offered subject to their availability

(1) General

Postal Packets are accepted by An Post subject to the condition that the An Post Service purchased can be provided at the time of posting.

An Post may at its discretion implement contingency measures to mitigate the impact of any disruption to services due to the act of any third party or as result of a force majeure incident or ‘Act of God’ (such as a severe weather event). Where practical these arrangements will be published on An Post’s website and, if necessary, also disseminated through Post Offices, the national print and broadcast media.

(2) Services to destinations outside the State

A service to a destination outside the State may be unavailable or restricted due to it not being provided by the postal administration of a Member Country of the Universal Postal Union or for reasons of *force majeure* or ‘Act of God’ such as a severe weather event.

A.5 Confidentiality and Inviolability of Postal Packets

The confidentiality and inviolability of Postal Packets, in the course of their transmission through the postal network is assured by An Post. Details on

the nature of any Postal Packet or its contents will not be divulged to any third party save under Section 47 or Section 54 of the 2011 Act, under other lawful authority as prescribed by Section 53(4) of the 2011 Act or under any other enactment.

A.6 Applicable Law

These Terms and Conditions are governed by the laws of Ireland and are subject to the exclusive jurisdiction of the Irish courts.

Section B – Preparing your mail for posting

B.1 Information on size and weight restrictions

(1) Postal Packet

“Postal Packet” means an item addressed in the final form in which it is to be carried by a postal service provider and includes a Letter, Parcel, Packet or any other article transmissible by post.

(2) Letter

“Letter” means a Postal Packet of minimum dimension 90 millimetre (‘mm’) x 140mm x 0.18mm (with a tolerance of 2 mm) and a maximum dimension of 235mm x 162mm x 5mm, and with a maximum weight of 100 grams, and includes a postcard;

(3) Large Letter (also known as Large Envelope)

“Large Letter” means a Postal Packet other than a Letter of minimum dimension 90 mm x 140mm x 0.18mm (with a tolerance of 2mm) and maximum dimension 300mm x 400mm x 25mm, and with a maximum weight of 500 grams;

(4) Packet

“Packet” means a Postal Packet other than a Letter or Large Envelope of minimum dimension 70mm x 100mm x 25mm and a maximum dimension of length, width and depth combined of 900mm, with a tolerance 2 mm, with the greatest dimension not exceeding 600mm and with a tolerance of 2mm and a maximum weight of 2 kilograms except in the case of a Packet for transmission by post to a postal address outside the State containing books and pamphlets where a maximum weight of 5 kilograms will apply; when the Packet is in the shape of a roll the length and twice the diameter shall not exceed 1040 mm and the greatest dimension shall not exceed 900 mm;

(5) Postcard

“Postcard” means a card of minimum dimension 90mm x 140mm x 0.18mm and maximum dimensions of 235mm x 162mm x 5mm, with a tolerance of 2mm provided it is sufficiently stiff to withstand processing without difficulties and the length is at least equal to the width multiplied by $\sqrt{2}$ (approximate value 1.4);

(6) Parcel

“Parcel” means a Postal Packet other than a Letter, Large Envelope or Packet of maximum length 1.5 metres provided that the combined

length and girth does not exceed 3 metres and the weight does not exceed 20 kilograms.

(7) Rule on Dimensional Weight of a Parcel

Where the Dimensional Weight of a Parcel exceeds its weight; the Dimensional Weight shall apply for all purposes.

B.2 Packing

(1) Packing to prevent personal injury or damage

Every Postal Packet shall be made up and secured to prevent injury to any other Postal Packet in the course of transmission by post or to any receptacle in which the same is conveyed, or to an officer of An Post or other person who may deal with such Postal Packet or to postal equipment or to third party property. Where An Post has published special rules in relation to the packing of any particular Postal Packet or article such rules shall apply.

Special conditions apply to the packing of Secure Post (Insured) Postal Packets. Please refer to Section E.7.

(2) Fragile Articles

Any article contained in a Postal Packet shall be adequately packed as a protection against damage in course of transmission by post and in particular:

(a) General stipulations on Fragile Articles

An article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the article against the effect of such concussion, pressure and knocks to which Postal Packets are ordinarily exposed in transmission by post, and the Postal Packet shall bear the words 'FRAGILE, HANDLE WITH CARE' written conspicuously in capital letters on the face of the cover or envelope above the address.

(b) Articles liable to be damaged by bending

An article which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the article from being bent in the course of transmission by post, and the Postal Packet shall bear the words 'DO NOT BEND' written conspicuously in capital letters on the face of the cover or envelope above the address.

(3) General instruction on packing

Every Postal Packet (except a Postcard) shall be packed and enclosed in a reasonably strong case, wrapper, or cover, in such a manner as is calculated to preserve the contents from loss or damage in the course of transmission by post and to prevent any tampering with its contents.

(4) Sender to indemnify An Post for inadequate packing

The sender shall indemnify An Post against all loss it may incur arising from any failure by the sender to comply with this Section B.2.

(5) Postal Packets found open in the post

Postal Packets which have been discovered following their acceptance by An Post to have been insecurely wrapped or which are found to have become open during the course of transmission of post will either be resealed or inserted in special wrapping accompanied by an explanatory text on the cover or in an accompanying note to the addressee at the postal address stated on the Postal Packet.

B.3 Postal Addressing

A Postal Packet shall be delivered in accordance with Section 6(3) of the 2011 Act, provided the door aperture or delivery box is deemed to be a secure location, unless the addressee has requested an alternative service (e.g. Redirection Service or MailMinder Service).

B.4 Return Postal Address

(1) Indicating a return postal address on cover of Postal Packet

(c) Every Postal Packet should bear a return postal address.

(d) Every Postal Packet which is a Parcel addressed to a postal address outside the State shall bear a return postal address both on the Postal Packet itself and on the Dispatch Note affixed to the Parcel as required by the Universal Postal Union

The above requirements are specified in order to ensure a Postal Packet's timely return to the sender in the event of its non delivery for whatever reason and to avoid the necessity of having to open the Postal Packet to ascertain the sender's details.

To assist in the handling of Postal Packets which cannot be delivered the return address shall therefore appear in the top left hand corner on the address side of each Postal Packet or to the left of the address on a Postal Packet in roll form.

B.5 Position of Stamp or Meter Impression

(1) Position of stamp or Meter Impression

Where Charges are prepaid the stamp or Meter Impression on the Postal Packet shall be in the top-right hand corner of the address side of the Postal Packet.

B.6 Charges

(1) Schedule of Charges

There shall be charged and paid upon Postal Packets the Charges specified in the Schedule of Charges. The appropriate Charge is dependent on the service, the destination, the format, weight and dimensions of the Postal Packet as set out in the Schedule of Charges.

Postal Packets transmitted using Postal Services for the Blind or Partially Sighted shall be transmitted by post free of Charge and the transmission thereof shall be subject to the Terms and Conditions set out in Section E.8.

(2) Payment due on presentation of a Postal Packet

Charges shall become due as soon as a Postal Packet is presented to An Post for delivery.

Unpaid Charges may be recoverable as a simple contract debt as provided in Section 49 of the 2011 Act.

(3) Variation of Terms and Conditions

Any condition, term, standard or requirement in these Terms and Conditions which affects or relates either to:

- (i) the eligibility, of a Postal Packet to be included in a service, or
- (ii) the eligibility or entitlement of a person to use, avail of or benefit from service,

may be waived, dispensed with or varied by An Post in any individual case and as regards any person, or generally from time to time, provided that such waiver, dispensation or variation meets the reasonable needs of postal service users or is one which would or is calculated to increase the use of service by any person or group or class of persons

(4) Refunds

- (a) Subject to these Terms and Conditions An Post may in any case in which it considers it just, reasonable or advantageous to do so, refund to any person a Charge which is paid to it in relation to a service and may attach such conditions to such refund as it deems to be equitable and appropriate.
- (b) Refunds will be subject to an administrative Charge which shall be set out in the Schedule of Charges.
- (c) The conditions on refunds in respect of spoiled Franking Impressions are outlined below:
 - (i) For spoiled Franking Impressions no Charge shall be made for less than 20 Postal Packets per day.
 - (ii) A service Charge as specified in the Schedule of Charges shall be applied to more than 20 Postal Packets.
 - (iii) The entire envelopes, wrappers or address labels shall be submitted.
 - (iv) No refund shall be given for Franking Impressions which are not surrendered within one month of the date of the Franking Impression.

(5) Selection of service in case of doubt or dispute

An Post may in case of doubt or dispute arising from the manner in which a Postal Packet is made up or presented, decide under which service it shall be or has been conveyed. Where it is unavoidable a service other than that chosen by the sender may be used to convey the Postal Packet to its destination.

(6) Deposit payable by Consignor

An Post may require the Consignor of Postal Packets to which these Terms and Conditions apply to pay such amount, as it may prescribe from time to time, by way of security for Charges payable. An Post may refuse or return at its reasonable convenience Postal Packets if the amount so prescribed is not paid to An Post.

(7) Re-direction

If the addressee is no longer resident at the postal address stated on the Postal Packet, the Postal Packet may be re-directed to the same addressee at the addressee's new postal address in the State and there shall be charged in respect of each such re-direction and (if not previously paid) shall be paid by the addressee thereof upon the delivery of such Postal Packet an additional Charge. The additional Charge is equal in amount to the Charge originally chargeable thereon, provided that An Post may remit such additional Charge in the case of

a Parcel if the Parcel is re-directed to a postal address served from the same Delivery Office.

(8) Re-direction of Postal Packet to evade postage

Any Postal Packet which is re-directed or purports to be re-directed and which appears to have been opened before being re-directed or treated in a manner designed to evade the payment of any Charge payable thereon, shall be dealt with and charged as an unpaid Postal Packet or otherwise dealt with as determined by An Post. Handling charges are set out in the Schedule of Charges.

(9) Fraudulent or improper use of postage stamps

Any non postage stamp or label or design, likely to be mistaken for a postage stamp, shall not be affixed or printed on the address side of a Postal Packet. Postage stamps which have been cancelled shall not be used to prepay a Postal Packet. Where a Postal Packet is found to bear any non postage stamp, label, design or cancelled postage stamp it shall be dealt with and charged as an unpaid Postal Packet or otherwise dealt with as determined by An Post. Handling Charges are set out in the Schedule of Charges.

(10) VAT

Services provided under these Terms and Conditions are presently exempt from VAT. If Value Added Tax is payable on any Service, Value Added Tax shall be payable in addition to the Charge.

B.7 Modes of prepayment

(1) Obligation to prepay Charges for services

Any Charge payable in respect of a Service must be prepaid unless An Post and the person liable to such Charge have otherwise arranged.

Postal Packets which do not bear the correct Charge shall be dealt with in accordance with Section 47 of the 2011 Act.

A Charge may be prepaid by any of the methods which are listed below in B.7(1)(a), (b), (c) and (d).

(a) By postage stamps and labels

Charges can be prepaid by adhesive postage stamps including labels printed by An Post at a Post Office.

(b) By Franking Machine Impressions

Charges can be prepaid by impressions of a Postal Franking Machine under the direction or by the permission of An Post.

(c) By Ceadúnas (Prepaid Posting under Special Licence)

Charges can be prepaid by the use of a Ceadúnas envelope cover, postcard, or other form. Please refer to Terms and Conditions for Bulk Mail Universal Services for further details.

(d) By other means

Charges can be prepaid in such other manner as An Post may from time to time prescribe.

(2) Payment not to be prejudiced by disputes

A claim or counterclaim made shall not be made the reason for deferring or withholding payment of monies payable or liabilities incurred to An Post.

(3) Interest chargeable on overdue credit accounts

All amounts outstanding greater than thirty (30) days from the date of invoice shall be subject to an interest rate charge of 1.5% per month compound interest for each month for which the amount remains unpaid unless otherwise prescribed.

(4) Cancellation of postage stamps

Where a Postal Packet which bears postage stamps is presented at a Post Office counter under Sections E.6 and E.7 the postage stamps shall be cancelled by An Post.

Postage stamps on Postal Packets presented at a Post Office counter or posted at a collection box are cancelled by means of automated processing. Where this has not occurred the postage stamps shall be cancelled by means of a hand stamp, ink pen or marker.

There is no requirement to cancel Franking Meter Impressions on a Postal Packet.

B.8 Prohibitions

(1) Contents prohibited and items outside maximum weight and dimensions

There shall not be posted or conveyed or delivered by post any Postal Packet which contains any of the items listed in Section B.8.4 or which is outside of the maximum dimensions or weight set out in Section B.1.

(2) Sender's liability for contravening B 8.1

The sender of a Postal Packet which contravenes Section B.8.1, shall be liable for all costs incurred in its disposal and for all loss arising from damage to other Postal Packets or to An Post staff or equipment or for loss arising from delays or disruption to service. An Post shall have no obligation to return the Postal Packet to the sender or to deliver it. An Post may dispose of it as it thinks fit and shall incur no liability to the sender.

(3) An Post rights not to deliver and to dispose of item

Postal Packets containing or consisting of any item which is prohibited under Section B. 8.1 may be delivered subject to such restrictions or requirements as An Post may specify from time to time.

(4) Definitions relating to Prohibited Items

The following definitions apply to this Section:

- (a) "ADR" means the European Agreement concerning the International Carriage of Dangerous Goods by Road 2006, volumes 1 and 2 as may be amended from time to time;
- (b) "ADR Category A" means Category A substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an Infectious Substance which is carried in a form that, when exposure to it occurs, is capable of causing permanent disability, life threatening or fatal disease to humans or animals;
- (c) "ADR Category B" means Category B substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an infectious substance which does not meet the criteria for inclusion in ADR Category A;
- (d) "ADR Packaging Instructions P650" means the packaging instruction applied to UN 3373 set out in section 4.1.4 of volume 2 of the ADR as may be amended from time to time, a copy of which is available for inspection on the An Post website (www.anpost.ie) and from Post Offices;

- (e) “Biological Substance, Category B” means any Infectious Substance which is assigned to UN 3373 of the ADR;
 - (f) “Clinical Wastes” means wastes derived from the medical treatment of animals or humans or from bio-research;
 - (g) “Cultures” means the result of a process by which pathogens are amplified or propagated in order to generate high concentrations thereby increasing the risk of infection when exposure to them occurs. This definition refers to cultures prepared for the intentional generation of pathogens and does not include cultures intended for diagnostic and clinical purposes;
 - (h) “Infectious Substances” means substances which are known or are reasonably expected to contain Pathogens, and including infectious substances affecting humans, infectious substances affecting humans and animals, infectious substances affecting animals only, Clinical Wastes and biological specimens; and
 - (i) “Pathogens” means micro-organisms (including bacteria, viruses, rickettsia, parasites, fungi) and other agents such as prions, which can cause disease in humans or animals.
- (5) Detailed List of Prohibitions

5.1 The following items may not be included in a Postal Packet:

- (a) Consisting of or containing any indecent or obscene print, painting, photograph, lithograph, cinematograph film, engraving, book or card, or any other indecent or obscene article, whether similar to the above or not;
- (b) Having thereon, or on the cover thereof, any words, marks, or designs of an indecent, obscene or grossly offensive character; and
- (a) Consisting of, or containing:
 - (i) dangerous, toxic, poisonous or Infectious Substance; other than Biological Substances, Category B exchanged between officially recognised senders as determined by An Post or the sender’s competent authority which have not previously been carried by sea or air; and which are packed and labelled in accordance with sub-section 4 of this Section
 - (ii) explosive substance of any type;
 - (iii) any filth;
 - (iv) firearms; military ordnance, replica firearms, replica or inert explosive devices;

- (v) corrosives, acids, paint removers;
- (vi) oxidising substances or organic peroxides;
- (vii) compressed liquidized or dissolved gases;
- (viii) dry ice;
- (ix) Flammable or Corrosive solids or Liquids;
- (x) materials liable to spontaneous combustion;
- (xi) paints, varnishes, dyes;
- (xii) radioactive materials (except under licence);
- (xiii) living creatures and vegetables;
- (xiv) prescribed or dangerous drugs (except under statutory licence);
- (xv) mercury materials deemed illegal or prohibited by any government authority;
- (xvi) organic or biological materials likely to perish in transit;
- (xvii) sharp instruments not properly protected;
- (xviii) any noxious or deleterious substance;
- (xix) any article or thing which is likely to injure any other Postal Packet in course of transmission by post or any receptacle in which same is conveyed or an officer of An Post or any other person who may deal with the Postal Packet or postal equipment or third party property;
- (xx) containing any article liable to customs duty unless the importation of such articles by post is permitted by the country to which the Postal Packet is addressed and there is affixed to the Postal Packet a customs label in the prescribed form; and
- (xxi) counterfeit or pirated items.

5.2 A Postal Packet is prohibited:

- (a) which does not bear a customs or security declaration as to its contents, where required to do so;
- (b) bearing any Fictitious Postage Stamp or any counterfeit impression of a stamping machine or a Postal Franking Machine or Ceadúnas or label used under the direction or falsely indicating the Charge postage has been paid or is not due;
- (c) purporting to be prepaid with any mark, stamp, label or impression of a stamping machine or a Postal Franking Machine which has been previously used to prepay Charges in respect of any other Postal Packet;
- (d) having thereon or on the cover thereof any words, letters, labels or marks (used without due authority) which signify or imply, or may reasonably lead the recipient thereof to believe, that the Postal Packet is sent by someone other than the sender,

- (e) of such form or so made up for transmission by post or having thereon or on the cover thereof any words, marks, or designs of a character likely to embarrass the officers of An Post in dealing with the Postal Packet;
- (f) having anything written, printed, or otherwise impressed upon or attached to any part of that side of the Postal Packet which bears the address at which the Postal Packet is to be delivered, which, either by tending to prevent the easy and quick reading of the address of the Postal Packet, or by inconvenient proximity to the stamp or stamps used in the payment of postage, or in any other way, is in itself, or in the manner in which it is written, printed, impressed, or attached, likely to impede the officers of An Post in dealing with such Postal Packet;
- (g) the cover whereof or the part thereof reserved for the address is divided into separate sections for the insertion of successive addresses or bears unauthorised marks or designs;
- (h) containing any Document, gold, platinum or other precious metal, currency, security, goods (including stamps) or other article, commodity, or thing the exportation or importation of which (as the case may be) is subject to control, restriction or prohibition under any law of the State or any other country for the time being in force, except, in so far as the exportation or importation (as the case may be) is authorised in accordance with the provisions of such law;
- (i) containing a passport unless it is contained in an Inland Registered (Proof of Delivery) Postal Packet which weighs less than 2kg and is not sent to a Foreign destination;
- (j) containing Paper Money or Coins save as otherwise permitted in these Terms and Conditions; and
- (k) containing items referred to in IAA (Irish Aviation Authority) notices.

5.3 Foreign Postal Packets shall not contain

- aerosols;
- toner and ink cartridges;
- Liquids of any kind (including water, alcohol, gels, creams, aftershaves and perfumes); or
- items prohibited or restricted by IATA (International Air Transport Association), ICAO, (International Civil Aviation

Organisation) any government department or regulatory body.

- 5.4 Postal Packets containing Biological Substances Category B shall be packed in accordance with ADR Packaging Instructions P650 and any special rules published under Section B.2 and clearly marked "Biological Substance Category B". The return address of the sender shall appear on the top left hand corner of the address side of the Postal Packet, and the sender shall indicate on the outside of the Postal Packet which biological substances the Postal Packet contains in the manner required by An Post.
- 5.5 Where An Post has prescribed any particular colour, form or design for use in relation to a particular class of Postal Packets, for transmission by post no other Postal Packet of such colour, form or design may be posted.
- 5.6 The following items are excluded from compensation although not prohibited as contents if posted in a Postal Packet to all addresses within and outside the State:
- Cash and Coins;
 - Bank Drafts;
 - Vouchers with monetary face value (other than postage stamps);
 - Passports;
 - Jewellery; and
 - Precious metals such as platinum, gold or silver, whether manufactured or not in the form of a finished article.

B.9 Customs and other requirements for Universal Services

(1) Applicable legislation

The provisions of the Foreign Parcels (Customs) Warrant, 1885 and of any other Warrant made under Section 14 of the Post Office (Parcels) Act, 1882 shall apply to all Foreign Postal Packets to which these Terms and Conditions relate in like manner as they apply to Parcels.

(2) Details on sender and contents

All Foreign Postal Packets shall have endorsed on them or be accompanied by documentation or forms supplied by An Post and attached to them, identifying the contents and the sender's name and address. Details should be written in French, or in some other language generally known in the Country of destination and preferably be typed.

(3) Customs documentation

All Foreign Postal Packets shall have affixed to them such correct and complete customs documentation as required by law or as An Post may from time to time prescribe.

(4) Procedures to be observed

(a) Foreign Postal Packets

Postal Packets addressed to destinations outside the EU may be subject to delay due to customs examination. A completed Aviation Security Declaration must be applied to all Postal Packets sent to EU destinations.

(b) Postal Packets arriving from non EU countries

Postal Packets from all countries are liable to be subject to examination by Customs. Postal Packets from non EU countries may attract Customs duty and VAT.

A Charge is charged by An Post as set out in the Schedule of Charges for customs clearance of parcels imported from countries outside the European Union. This Charge is in addition to any duty or VAT payable.

(c) Collection of Customs Fees

- (i) Postal Packets < €650: with 'docket' affixed forwarded to An Post by Customs. No invoice is issued. An Post shall collect the Charges on delivery.
- (ii) Postal Packets > €650: Charges are to be paid by the addressee upon collection of the Postal Packet at the relevant An Post Mail Centre. Customs write directly to the addressee. A SAD (Single Administrative Document) has to be completed and a customs agent is usually involved.

Section C - How An Post will deliver Postal Packets

C.1 Delivery within the State

An Post is obliged to deliver to the home or premises of every person or business throughout the State.

In 2004 ComReg issued a Direction (ComReg 04/56 of 1 June 2004). It set a target for An Post to deliver 94% of "Single Piece Priority Mail", which is posted within the State for delivery within the State, by the next working day provided it is posted before the latest posting time (LTOP) for next working day delivery.

C.2 International delivery (including average forwarding times)

Information on estimated delivery forwarding times applying to Foreign destinations for An Post customers can be found the An Post website at www.anpost.ie.

Website addresses available in English for the major postal operators are also on the An Post website at www.anpost.ie . Import prohibitions and restrictions are available from the UPU.

C.3 If An Post can't deliver

(1) Obligation to make one attempt at delivery

An Post is obliged to make only one attempt at delivery.

In the case of any property with a delivery box in both a porch (or first) door and main door, the delivery box in the porch (or first) door will be used for delivery.

In apartment and office buildings, where a bay of delivery boxes is provided in the lobby, An Post may deliver to each individual box provided that it has been granted physical access by the owner or management company to the building.

Some Postal Packets cannot, on account of their size, be inserted through a delivery box. In these circumstances, An Post will attempt to deliver the Postal Packet by physically handing the item over at the address. If this is not possible, An Post will leave a docket advising the addressee on how to collect mail. (See C3 (2) below).

An adequate delivery box or aperture should be in place to receive Postal Packets which meets I.S. EN 13724:2013 standard published by the National Standards Authority Ireland (NSAI).

(2) No person at postal address to accept Postal Packet at time of delivery

Where due delivery cannot be completed, or where a Parcel exceeds the maximum dimensions or weight specified in Section B.1, An Post may leave a docket at the postal address of the addressee or sender, if returned as undeliverable to the postal address of the sender, indicating where and when the Postal Packet may be collected. An addressee may collect the Postal Packet at the times set out on the docket and subject to payment of any applicable Charges specified in the Schedule of Charges. Postal Packets may be held for 5 Working Days. Foreign Postal Packets may be held for 16 Working Days.

Postal Packets which it has not been possible to deliver shall be retained for collection at a local office notified on the docket for the following periods:

- 3 Working Days for Registered (Proof of Delivery) Postal Packets and for Secure Post (Insured) Postal Packets;
- 5 Working Days for Standard Postal Packets;
- 16 Working Days for all Postal Packets from outside the State; and
- 3 months for Poste Restante

The instructions for retrieving the Postal Packet, including the times and place of collection, are indicated on the docket.

(3) What is deemed undeliverable?

An Post, despite its best endeavours, may be unable to deliver to an address. A Postal Packet may be deemed undeliverable for a number of reasons. These could be because of any one of the following:

- The addressee is unknown at the postal address stated, has moved or is deceased, has refused the Postal Packet, neglected to pay customs duty or has failed to claim the item within the specified time where a docket notification had to be left (see Section C 3.2 above).
- The postal address is insufficient or incomplete (“for want of a true direction”)
- Access to the home or premises is obstructed (a locked security door or no obvious delivery point in situ such as a door aperture or a post box) or is hazardous such as flooding or due to the presence of a dangerous dog.
- Action by the Customs authorities to refuse the release of a Postal Packet on account of its contents which could culminate in its seizure or where an addressee refuses to pay customs duty and VAT levied by Customs.

- Action by An Post for health and safety reasons to dispose of any Postal Packet which due to the perishable or dangerous nature of its content poses a serious risk to the safety of An Post staff or to other Postal Packets.

Where the postperson is unable to deliver for whatever reason a “Return to Sender” adhesive label is completed and attached to the Postal Packet prior to be returned.

(4) Underpaid postage to be paid by addressee

Underpaid Postal Packets shall on delivery, be subject to the Charges specified in the Schedule of Charges or may be refused, detained, deferred, withheld, returned or disposed as prescribed under Section 47 of the 2011 Act.

(5) An Post powers to include right to open Postal Packets

An Post may refuse, detain, defer, withhold, return, dispose of and open Postal Packets in exercise of its powers under Section 47 of the 2011 Act.

Postal Packets may be opened by an officer of An Post under Section 47 (3) of the 2011 Act where the name and address of the sender cannot be ascertained from the cover, when such Postal Packets are deemed to be:

- Undeliverable in accordance with section 47(4) of the 2011 Act;
- Awaiting collection ‘poste restante’ (addressed ‘care of’ a Post Office or ‘General Delivery’) and not collected;
- Due for collection and not collected and there is no external return address visible; or
- Not in compliance with the Terms and Conditions for the transmission of Postal Packets (e.g. unpaid or underpaid Postal Packet where there is no external return postal address visible).

Postal Packets may also be opened by an officer of An Post, notwithstanding the fact that the name and address of the sender appear on the cover, under Section 53(4) of the 2011 Act -

- Pursuant to any of the powers as to the transmission of Postal Packets as set out in Section 47 of the 2011 Act;
- Pursuant to a direction given by the Minister under Section 110 of the Postal and Telecommunications Services Act of 1983 as applied by Section 54 of the 2011 Act; or
- Under other lawful authority (e.g. at the direction of a Customs Officer).

(6) Postal Packet with no Return Address

Where the name of the sender cannot be ascertained from the cover of a Postal Packet or its contents, the Postal Packet may be retained under Section 47 of the 2011 Act pending a claim from the sender or addressee. In the absence of any claim within

- (a) a period of one (1) month of receipt of the Postal Packet; or
- (b) three (3) months of posting the Postal Packet for delivery in the State; or
- (c) six (6) months of posting for a delivery outside the State,

the Postal Packet may be disposed of by An Post

(7) Applicable Charges

Notwithstanding anything herein contained, a Postal Packet shall not be given up or returned to the sender except upon payment by the sender of any Charge to which the Postal Packet has become liable. Details of this Charge can be found in the Schedule of Charges.

(8) Powers to dispose of Postal Packets

In the event that a Postal Packet is not collected either because the sender or addressee fails to prove to the satisfaction of An Post that the sender or addressee is entitled to receive the Postal Packet, or refuses or fails to pay any Charges to which the Postal Packet has become liable, the Postal Packet may be dealt with or disposed of in such manner as An Post may in its discretion decide.

If An Post directs the contents of the Postal Packet to be sold, the proceeds may be applied to pay the Charges (including Customs Charge(s)) to which the Postal Packet is subject and any related administrative costs and the balance of the proceeds of sale may be returned to the sender or otherwise disposed of as An Post decides.

Any Postal Packet in the possession of An Post which becomes offensive or injurious to any officer of An Post, or other person, or to other Postal Packets, or which is likely from its character or condition to become offensive or injurious as aforesaid, or to become valueless before it can be delivered or otherwise dealt with in accordance with the provisions of these Terms and Conditions, may forthwith be dealt with or disposed of by An Post, notwithstanding that the provisions of these Terms and Conditions as to the return of such Postal Packet have not been, or have only partially been, complied with.

(9) Provision by addressee of evidence of identity or of signature

An Post may require proof to its satisfaction that an applicant for a Postal Packet is entitled to receive the Postal Packet.

Any Postal Packet which requires a signature will only be handed over on receipt of a signature at the address.

(10) Refusal or neglect to pay Customs Charges and Charges

Where a Postal Packet cannot be delivered by reason that the addressee has refused or neglected to pay the Customs or other Charges thereon, or for any other reason, the sender may request that the Postal Packet be:

- (a) delivered to an alternative addressee if the name and address of the alternative addressee have been furnished by the sender or addressee; or
- (b) the Postal Packet may be delivered or re-transmitted to the original address thereof at the request of the sender or addressee.

In either case, there shall be charged and paid by the addressee to whom the Postal Packet is delivered an additional Charge stipulated in the Schedule of Charges at the appropriate rate chargeable for transmission from the original to the substituted address, or in respect of such delivery or re-transmission as the case may be.

C.4 Endorsements (authorised markings and labels on Postal Packets)

(1) Permission for use of markings and labels

Except with the special permission of An Post, nothing shall be written, printed, or otherwise impressed upon, or across, the stamp on any Postal Packet.

(2) An Post right to apply markings and labels

An Post may write, print or otherwise impress on any Postal Packet such words, figures, labels, stickers or post mark dyes as it considers appropriate, for revenue protection, quality control, redirection, Customs or record purposes or pursuant to a direction under Section 110 of the Postal and Telecommunications Services Act 1983 and for the purpose of advertising and publicity (including publicity for An Post's own services) and advertising in accordance with such arrangement as may be entered into between An Post and the advertiser.

Section D - If things go wrong....

D.1 Guide to making a complaint - “Getting it Sorted”

An Post outlines its commitments to its customers in a booklet entitled “*Getting it Sorted*”. The current version of this document, which contains the principles which underpin An Post’s *Customer Charter*, is available on the An Post website at www.anpost.ie or in An Post Post Offices.

D.2 Deadlines for the submission of complaints

(1) Deadlines for the submission of a complaint

Any claim for damage or delay to a Postal Packet must be made in writing to An Post.

Customers may submit a complaint within the following periods:

- Postal Packets received within the State: One month from date of receipt of Postal Packet.
- Postal Packets posted within the State: Three months from date of posting of Postal Packet.
- Postal Packets posted outside the State: Six months from date of posting of Postal Packet.
- Non Postal Packet related complaints: One month from issue causing complaint.
- If the complaint falls outside these timelines and the customer has all the relevant documentation, An Post will endeavour to resolve the complaint, if reasonably possible.

D.3 Compensation for Loss, Damage or Delay

(1) Limit of liability

Save as otherwise provided in these Terms and Conditions, An Post shall have no liability to the sender or to the addressee of any Postal Packet lost, damaged or delayed in any service provided pursuant to these Terms and Conditions.

(2) Compensation for Standard Postal Packets

Subject to Sections D.3 (6) and D.3 (7) if any Postal Packet is lost, damaged or delayed, by at least seven (7) days if for delivery within the State or by at least ten (10) days if for delivery outside the State, whilst in the custody of An Post, An Post shall pay compensation to any person or persons who establish a reasonable claim to compensation. No compensation shall be paid for consequential loss or for the cost of the contents.

Compensation for Postal Packets (including Parcels) mailed using the Standard Service shall include:

- (a) the cost of the Charges;
- (b) the cost of the cover of the Postal Packet;
- (c) the cost of replacement or reproduction of the packaging; and
- (d) a small sum in respect of any other reasonable direct costs.

Compensation may be paid in stamps.

(3) Compensation for Registered (Proof of Delivery) Postal Packets

Compensation for Registered (Proof of Delivery) Postal Packets (including Parcels) shall include:

- (a) the cost of the Charges;
- (b) the cost of the cover of the Postal Packet;
- (c) the cost of replacement or reproduction of the packaging; and a sum which shall not exceed €15.00 in respect of any other verified reasonable direct costs e.g. printing costs.

Compensation may be paid in stamps.

(4) Compensation for Secure Post (Insured) Postal Packets

Subject to Section D.3 (6) if any article of pecuniary value enclosed in, or forming part of, a Secure Post (Insured) Postal Packet, is lost or damaged whilst in the custody of An Post, An Post shall pay compensation to any person or persons who establishes a reasonable claim to such compensation (having regard to the nature of the article, the care with which it was packed, the Charges paid by the sender, and other circumstances), subject to the following limits:

- (a) The amount of compensation payable shall be no greater than the value declared by the sender or €25.00 if no value has been declared or the cost of replacement or reproduction of the packaging whichever is the lesser.
- (b) Subject to Section D.3 (4) (c) and D.3 (4) (d) and D.3 (5) the compensation payable may not exceed the least of the replacement value of the article lost or the amount of the damage sustained or the value of the contents as shown in the Certificate of Posting (if applicable).
- (c) Unless otherwise provided in these Terms and Conditions, in no event may the amount of compensation exceed €750 posted within the State in respect of an Inland Postal Packet.
- (d) The compensation payable in respect of a Secure Post (Insured) Postal Packet is:

- (i) if addressed to anywhere outside Europe (being a Postal Packet other than a Parcel), limited to €35 plus Charges paid;
 - (ii) if addressed to anywhere outside the State and Northern Ireland, being a Parcel, limited to €100 plus Charges paid;
 - (iii) if addressed to Europe, including the United Kingdom but excluding Northern Ireland, limited to €75 plus Charges paid
- (e) Compensation in respect of a Secure Post (Insured) Postal Packet, which is posted outside the State for delivery within the State and made up according to the provisions of the Universal Postal Union, shall not exceed €1,000.

If a Secure Post (Insured) Postal Packet or any article of pecuniary value, enclosed in or forming part of a Secure Post (Insured) Postal Packet, be lost, stolen or damaged whilst in the course of transmission by the post under the provisions of these Terms and Conditions, An Post may pay compensation to the sender, or to the Postal Administration of any country in the Universal Postal Union, if, in its opinion, such person or administration establishes a reasonable claim to compensation, having regard in the case of a lost or damaged article to the care with which it was packed, the charges paid by the sender and other circumstances:

provided that:-

- (i) The sum paid by way of compensation shall be such sum as may from time to time be fixed between An Post and the Postal Administration of the country from which the Postal Packet is transmitted.
- (ii) Compensation payable shall be no greater than the value declared by the sender or the replacement value of the article lost or the amount of damage sustained or the value of the contents whichever is the least.

Secure Post (Insured) Postal Packets without proper seals shall not be entitled to compensation and will be treated as Registered (Proof of Delivery) Postal Packets.

(5) Limit of liability for coins

Where the transmission of Coins is permitted by these Terms and Conditions compensation in respect of Coins (except numismatic coins) shall be limited to €10.00.

(6) Exclusion of liability for certain contents

Compensation shall not be paid:

- (a) for the loss of or damage to a Postal Packet containing anything prohibited from transmission by post;
- (b) for loss or damage arising from events outside the control of An Post;
- (c) in respect of damage to Postal Packets containing eggs, soft fruit, Liquids, glass, Documents or any article of an Exceptionally Fragile nature;
- (d) any consequential loss, damage or injury arising from the loss, damage, delay, non-delivery or mis-delivery of anything sent by post;
- (e) in respect of the failure or delay of An Post in presenting documentation to any Customs Authority;
- (f) for Paper Money or Jewellery transmitted by post unless contained in a Secure Post (Insured) Postal Packet addressed to an address in the State which does not exceed 2 kilograms in weight;
- (g) in respect of a Postal Packet if the addressee, or the sender in circumstances where it is undeliverable and is returned, fails to take delivery within period required by Section C.3;
- (h) in respect of delay or seizure of any Postal Packet by any Customs Authority;
- (i) for loss or damage arising from a failure to comply with Sections B.2 and B.8;
- (j) for works of art, glass or ceramics;
- (k) for Documents and in the case of paper documents where restrictions apply to paper documents in the destination country;
or
- (l) Exceptionally Fragile Articles.

(7) Fragile Articles not to be folded

The words "FRAGILE; HANDLE WITH CARE" and/or "Do not bend" must be written conspicuously on the face of the cover or envelope of any Postal Packet containing Fragile Articles or items that should not be bent. The presence of these words is a condition of compensation for damage to a fragile article.

(8) Compensation rule and means of payment

The compensation payable under this Section shall be in substitution for, and not in addition to, any compensation which would otherwise be payable under these Terms and Conditions

Compensation payments are generally made in the form of postage stamps or by cheque on request.

(9) No liability for interruption to service

An Post shall be immune from all liability of every sort and kind in respect of any loss or damage suffered by the sender because of (a) any failure or delay in providing, operating or maintaining a postal service to which these Terms and Conditions apply or (b) any failure, interruption, suspension or restriction of a postal service provided under these Terms and Conditions.

Part 2 - Additional Terms and Conditions applicable to specific Single Piece Universal Services

Section E - Universal Postal Services

E.1 Introduction - ComReg Regulations (2012)

The following provisions specify the single piece Universal Services which An Post is obliged to provide under its Universal Service Obligation as outlined in Communications Regulation (Universal Postal Service) Regulations 2012 (S.I. No. 280 of 2012). This section sets out the Terms and Conditions for specific services which apply in addition to the Terms and Conditions set out for all services in Part 1.

E.2 Single Piece - Letters

- (1) A single piece service involving the clearance, sorting, transport and distribution of Letters which:
 - (i) has a transit time objective of next working day delivery for Postal Packets to be delivered to a postal address within the State;
 - (ii) provides for the payment of Charges by postage stamp, postal franking machine, or other reasonable methods;
 - (iii) provides for the provision of a Certificate of Posting on request where the Postal Packet is deposited at a Post Office; and
 - (iv) does not include any “value added” feature.

Terms and Conditions in addition to those contained in Part 1

- (2) Special provisions on “Postcards”

The following special conditions shall apply to Postcards:

- (a) Suitability of postcard material and design

A Postcard shall be made of cardboard or paper stout enough not to hinder its manipulation and be equivalent to or in excess of 140 g/m² grammage. Except as An Post shall otherwise direct or authorise in regard to reply Postcards no writing or printing, other than the name and address of the addressee, shall appear on the right-hand half of the face thereof.
- (b) Prohibition on attachments other than stamps

Nothing whatever shall be in any manner attached to a Postcard except

 - (i) Postage stamps in payment of postage;
 - (ii) Illustrations, drawings, engravings, photographs, stamps of any kind, paper bearing the address or other written or printed matter. Provided that all such articles shall be of

such nature as not to alter the character of the postcard, and shall consist of paper or other very thin substance and shall adhere completely to the postcard. Provided also that stamps likely to be mistaken for stamps used for payment of Charges shall not be affixed to the address side of a Postcard.

(iii) Postcards to Foreign destinations

In respect of Foreign Postcards no writing except the address and any postal directions recognised by the Universal Postal Convention, and no printing except that of any of the matters aforesaid shall appear on the right-hand half of the address side of a Postcard.

E.3 Single Piece - Large Envelopes (also known as “Large Letters”)

A single piece service involving the clearance, sorting, transport and distribution of Large Envelopes which:

- (i) has a transit time objective of next working day delivery for Large Envelopes posted within the State;
- (ii) provides for the payment of Charges by postage stamp, postal franking machine, or other reasonable methods;
- (iii) provides for the provision of a Certificate of Posting on request where the Postal Packet is deposited at a Post Office; and
- (iv) does not include any “value added” feature.

E.4 Single Piece - Packets

A single piece service involving the clearance, sorting, transport and distribution of Packets which:

- (a) has a transit time objective of next working day delivery for Packets within the State;
- (b) provides for the payment of Charges by postage stamp, postal franking machine, or other reasonable methods;
- (c) provides for the provision of a Certificate of Posting on request where the Postal Packet is deposited at a Post Office; and
- (d) does not include any “value added” feature.

Terms and Conditions in addition to those contained in Part 1

(2) Special provisions on “Posting of Books Abroad up to 5Kg”

The following special conditions shall apply to Posting Books Abroad up to 5Kg:

- (a) Every Postal Packet labelled “Letter Packet Containing Books” shall be subject to examination in the post and shall not contain anything sealed or otherwise closed against inspection, or contain anything in the nature of current or personal correspondence or invoices or statements of account.
- (b) Notwithstanding paragraph (1) of this Section Postal Packets containing books may be accepted for transmission by Post in sealed internal transparent wrappers within an external unsealed wrapper.
- (c) The gross weight of a Postal Packet containing books shall not exceed 5kgs in weight.
- (d) The expression “Letter Packet Containing Books” shall appear on the outer cover of the Postal Packet, on the address side top left hand corner beneath the sender’s address.
- (e) The sender shall check the availability of the service to the destination concerned and shall comply with any customs restrictions which may apply.

E.5 Single Piece - Parcels

A single piece service for the clearance, sorting, transport and distribution of Parcels which:

- (i) has a transit time objective of next working day delivery for Parcels to be delivered to a postal address within the State;
- (ii) provides for the payment of Charge by postage stamp, postal franking machine, or other reasonable methods;
- (iii) provides for the provision of a Certificate of Posting on request where the postal Packet is deposited at a Post Office; and
- (iv) does not include any “value added” feature.

Terms and Conditions in addition to those contained in Part 1

Service Availability

- (1) The service is available to all addresses within the State and to those in countries which declare their willingness to accept Parcels.

Acceptance procedures and Certificate of Posting

- (2) On the posting of the Parcel a Certificate of Posting, bearing thereon an acknowledgment that all Charges payable have been paid, will be issued to the sender in the form of a receipt, an endorsement on a Posting Book or as determined by An Post from time to time and should be retained by the sender.
- (3) An Post may issue a Posting Book to a sender bearing the words "Certificate of Posting" upon which An Post may endorse a certificate of posting, on the posting of a Parcel, by affixing a Post Office date stamp to the Posting Book at the entry showing the addressee of the Parcel.

Parcels handed in at a Post Office

- (4) All Parcels intended to be transmitted by post shall (except as otherwise provided in these Terms and Conditions) be posted by being handed in at a Post Office in the manner hereinafter provided, on the days and within the hours during which such office shall be open to the public for the posting of Parcels.

Self service automated acceptance facilities

- (5) Postal Packets up to 2 kilograms may be deposited at Self Service automated facilities.

E.6 Single Piece - Registered (Proof of Delivery)

A single piece service providing a "proof of delivery facility" for Postal Packets tendered to An Post for transmission under any of the services listed at E.2 to E.5 inclusive, which:

- (i) provides for the payment of Charges and proof of delivery by postage stamp, postal franking machine, or other reasonable methods; and
- (ii) does not include provision of a track and trace facility or any other "value added" feature.

Terms and Conditions in addition to those contained in Part 1

(1) Service Availability

Subject to these Terms and Conditions, any Postal Packet may be posted as a Registered (Proof of Delivery) Postal Packet.

(2) Acceptance procedures and Certificate of Posting

- (a) On the posting of the Registered (Proof of Delivery) Postal Packet a Certificate of Posting, bearing thereon an acknowledgment that all Charges payable have been paid, will be issued to the sender in the form of a receipt (including a transaction receipt), an

endorsement on a Posting Book or as determined by An Post from time to time and should be retained by the sender.

- (b) An Post may issue a Posting Book to a sender bearing the words "Certificate of Posting" upon which An Post may endorse a certificate of posting, on the posting of a Registered (Proof of Delivery) Postal Packet, by affixing a Post Office date stamp to the Posting Book at the entry showing the addressee of the Registered (Proof of Delivery) Postal Packet.

(3) Registered (Proof of Delivery) Postal Packets handed in at a Post Office

All Proof of Delivery Postal Packets intended to be transmitted by post shall (except as otherwise provided in these Terms and Conditions) be posted by being handed in at a Post Office in the manner hereinafter provided, on the days and within the hours during which such office shall be open to the public for the posting of Postal Packets.

(4) Provision by addressee of receipt on delivery

On the delivery of a Registered (Proof of Delivery) Postal Packet the addressee or his servant or agent shall give a written receipt for the same in the form prescribed by An Post. Where such person or his servant or agent refuses to give such a receipt the Registered (Proof of Delivery) Postal Packet may be withheld and dealt with or disposed of in such manner as An Post may in its discretion direct.

(5) Collection of undeliverable Registered (Proof Of Delivery) Postal Packets

Where An Post is unable to obtain a written receipt at the address of the addressee, it will inform the addressee his servant or agent to collect the Registered (Proof of Delivery) Postal Packet at another place subject to the giving by the addressee, his servant or agent of a written receipt in the form prescribed by An Post.

Where due delivery cannot be completed, An Post may leave a docket at the address of the addressee indicating where and when the Registered (Proof of Delivery) Postal Packet may be collected. An addressee may collect the Registered (Proof of Delivery) Postal Packet at the times set out on the docket subject to payment of the Charges specified in the Schedule of Charges. Registered (Proof of Delivery) Postal Packets may be held for 3 Working Days.

E.7 Single Piece - Secure Post (Insured)

A single piece service for the insurance of Postal Packets tendered to An Post for transmission under any of the services listed at E.2 to E.5 inclusive, provides for the payment of Charges by postage stamp, postal franking machine, or other reasonable methods.

Terms and Conditions in addition to those contained in Part 1

(1) Service availability

Subject to these Terms and Conditions, any Postal Packet posted using the Standard Service may be insured.

The service is available to all addresses within the State and to those countries which declare their willingness to accept Secure Post (Insured) Postal Packets.

(2) Acceptance Procedures and Certificate of Posting

The following Terms and Conditions shall apply to Secure Post (Insured) Postal Packets:

- (a) On the posting of the Secure Post (Insured) Postal Packet a Certificate of Posting, bearing thereon an acknowledgment showing the value of the contents as declared by the sender and that all Charges payable and insurance have been paid, will be issued to the sender and should be retained by the sender.
- (b) An Post may issue a Posting Book to a sender bearing the words "Certificate of Posting" upon which An Post may endorse a certificate of posting, on the posting of a (Secure Post) Insured Postal Packet, by affixing a Post Office date stamp to the Posting Book at the entry showing the addressee of the Secure Post (Insured) Postal Packet and the value of the contents as declared by the sender.

(3) Secure Post (Insured) Postal Packets handed in at a Post Office

All Postal Packets intended to be transmitted by post shall (except as otherwise provided in these Terms and Conditions) be posted by being handed in at a Post Office to be insured in the manner hereinafter provided, on the days and within the hours during which such Post Office shall be open to the public for the posting of Postal Packets.

(4) Packing

The sender of the Postal Packet must ensure that the Postal Packet is securely fastened and that it is not possible to remove any part of the contents without either breaking or tearing the case, wrapper or cover, forcing two adhesive surfaces apart, or breaking a seal.

(5) Provision by addressee of receipt on delivery

On the delivery of a Secure Post (Insured) Postal Packet the addressee or his servant or agent shall give a written receipt for the same in the form prescribed by An Post. Where such person or his

servant or agent fails to give such a receipt the Secure Post (Insured) Postal Packet may be withheld and dealt with or disposed of in such manner as An Post may in its discretion direct.

(6) Collection of undeliverable Secure Post (Insured) Postal Packets

Where An Post is unable to obtain a written receipt at the address of the addressee, it will inform the addressee, his servant or agent to collect the Secure Post (Insured) Postal Packet at another place subject to the giving by the addressee, his servant or agent of a written receipt in the form prescribed by An Post.

Where due delivery cannot be completed, An Post may leave a docket at the address of the addressee or sender indicating where and when the Secure Post (Insured) Postal Packet may be collected. An addressee may collect the Secure Post (Insured) Postal Packet at the times set out on the docket subject to payment of the Charges specified in the Schedule of Charges. Secure Post (Insured) Postal Packets may be held for up to 3 Working Days.

E.8 Single Piece - Postal Packets for the Blind

- (1) A single piece service provided free of Charge to sender for the transmission of "Postal Packets for the Blind".

Terms and Conditions in addition to those contained in Part 1

"Postal Packets for the Blind" means Letters, Large Letters, Packet (including Foreign Postal Packets weighing up to 7 kilograms) and Parcels (excluding Foreign Parcels) weighing no more than 7 kilograms and containing:

- (a) In Postal Packets for the Blind and partially sighted persons posted for delivery within the State:
- Books and papers (including letters to or from blind persons), impressed or otherwise prepared for the use of the blind;
 - Computer discs and CDs which have been prepared for blind/visually impaired people;
 - Spoken audio, video (with added commentary) and electronic media;
 - Talking books and talking newspapers which are recordings of readings from printed books, journals, newspapers, periodicals or similar publications but no entertainment programmes which are available on radio or recordings;
 - Paper posted to any person for the purpose of being so impressed or prepared;
 - Relief maps;

- Machines, frames and attachments for making impressions for the use of the blind;
- Pencil writing frames and attachments;
- Braillette board and associated metal pegs; and
- De Braille instructional device.

(b) In articles which may be sent or received by blind or partially sighted persons or by institutions who have entered onto special arrangements with An Post:

The following articles sent or received by persons or institutions who have entered into special arrangements to the satisfaction of An Post with regard to the transmission of such articles:

- games (including card games) specially designed or adapted for the use of the blind;
- mathematical appliances and attachments specially designed or adapted for the use of the blind;
- voice records on discs, films, tape or wire;
- metal plates impressed or sent for the purpose of being impressed for the use of the blind;
- wrappers and labels for use on Postal Packets for the blind-bulk supplies ;
- Braille watches, clocks and timers specially produced or adapted for the use of the blind;
- tools, aids and precision instruments specially designed or adapted for the use of the blind;
- rules and measures specially designed or adapted for the use of the blind; and
- sectional or collapsible walking sticks for the use of the blind.

(c) In Postal Packets for the Blind or partially sighted persons to Foreign destinations:

Postal Packets for the Blind to Foreign destinations may include letters bearing writing used by the blind, posted unsealed, and plates bearing the characters of writing used by the blind, as further detailed below:

- correspondence, literature in whatever format including sound recordings provided that they are sent to or by an organization for the blind or sent to or by a blind person;
- equipment or materials of any kind made or adapted to assist blind persons in overcoming the problems of blindness, including items such as specially adapted CDs, braille writing equipment, braille watches, white canes and recording equipment, provided that they are sent to or by an organization for the blind or sent to or by a blind person.

Postal Packets for the Blind shall be made up in such a way that their contents are sufficiently protected while permitting quick and easy verification.

Customers must furnish their Postal Packets for the Blind, on the side which bears the addressee's address, with a clearly visible white label bearing the relevant symbol. For more details please see the An Post website at www.anpost.ie .

(2) The following provisions shall apply to Postal Packets for the Blind and partially sighted:

(a) Inscription required on Postal Packet

Every Postal Packet shall bear on the outside thereof the inscription "*Articles for the Blind*" or in the case of a Foreign Postal Packet "*Items for the Blind*" (or "*Envois pour les Aveugles*" in French) and the written or printed name and address of the sender.

(b) Examination of contents by An Post

Every Postal Packet may be subject to examination in the course of transmission by post.

Every Postal Packet shall be posted either without a cover or in a cover which can be easily removed for the purposes of examination.

(c) No written or printed communication in contents

A Postal Packet shall not contain any article not being an article for the use of the blind except a label which may bear the name and address of the person to whom the Postal Packet is to be returned.

A Postal Packet shall not contain any communication or inscription either in writing or in ordinary type (except the title, date of publication or manufacture, serial number, names and addresses of the printer and publisher or manufacturer, price and table of contents of the book or paper and the key to or instructions for the use of any special type or of any enclosed article).

Notwithstanding anything in these Terms and Conditions, a Postal Packet to be delivered by An Post using the Postal Services for the Blind may contain outside or inside the Postal Packet an indication, by hand or by a mechanical process, of the name, position, profession, firm and address of the sender and of the addressee, the date of despatch, the signature, or telephone number, postal cheque or banking account of the

sender, as well as a serial or identity number referring solely to the Postal Packet.

(d) No postage or articles of monetary value in contents

No Postal Packet which is presented to An Post as a Postal Packet to be delivered using the Postal Services for the Blind shall contain stamps or forms indicating prepayment whether obliterated or not, or any paper representing monetary value.

E.9 Special Facilities

E9.1 Private Boxes (also known as 'PO Box) and Bags and includes caller's service

"Private boxes and Bags" is a service provided at specified An Post premises for the use of private boxes or bags into which Postal Packets may be placed, where such private boxes or bags may be called for by the addressee of such Postal Packets as are contained therein, or his or her agent, and further providing for the delivery of such private bags to addressees by officers of An Post;

Terms and Conditions in addition to those contained in Part 1

A PO Box/caller's service shall be available at all Delivery Services Units around the country, where Postal Packets can be held until called for by the customer who rents the box.

Customers applying for a PO Box/caller's service facility in Dublin should return the application form along with the appropriate Charge to: Annual Fee Billing Unit, An Post, Room 2D, GPO, Dublin 1. If customers are applying for a PO Box/caller's service facility outside of Dublin please return the application form along with the appropriate fee to the customer's local Delivery Services Unit.

- (1) Where the applicant is a limited company the application form must be signed by the Company Secretary and one other Director. In the case of partnerships, the signature of each partner is required.
- (2) PO Box/caller's services may only be used for legitimate purposes and should not contain or promote indecent, obscene or objectionable material or the sale or transit of Firearms, other dangerous materials or medical products/medicines or other prohibited items as set out in B8.
- (3) An Post reserves the absolute right to refuse any application or discontinue a PO Box/caller's service.
- (4) The PO Box, caller's and Bag services should be provided for customers only, in their own name, under a registered trade name or a name agreed in advance with An Post.

- (5) Unless other opening hours are specified by An Post, collections can be made during normal working hours Monday to Friday. Customers should contact their local Delivery Services Unit for details. A PO box shall be cleared on a regular basis by the customer. If a PO box is not cleared at least once a week the customer shall be deemed to be not in compliance with these Terms and Conditions and the Postal Packets will consequently be treated as undeliverable under the provisions of Section 47.1 of the 2011 Act.
- (6) Annual Charges for PO Box/callers' services run from January to December. Services may commence on any date subject to payment of the proportionate part of the yearly Charge. A minimum Charge of six months will apply in all cases.
- (7) An Post reserves the right to communicate with a PO Box/caller service customer at the registered address (for a company) or at the postal address provided for residential and business customers.
- (8) An identification card (and in some cases an access key) will be supplied to each customer using the PO Box/caller's service for production at the office when collecting their mail. Customers must notify An Post if their ID card/key has been lost or stolen.
- (9) If Postal Packets are collected by an individual who is not bearing an ID card, he must produce a letter on company letterhead authorising him to collect the Postal Packet.
- (10) An Post will require up to 7 working days notice to put in place a PO Box/ Caller's Service.
- (11) A PO Box is identified by a Box number given by An Post. The PO Box number must be used in the address of Postal Packets intended for the box and customers must show the PO Box number on their stationery so that correspondents will use the PO Box number in the address. For Dublin addresses the PO Box number should appear above the postal district; for addresses outside Dublin it should appear above the town; when combined with Freepost, it should appear above the words: 'Freepost'.
- (12) An Post will refund the Charge in accordance with the Charges applicable to the PO Box/caller's service Charges set out in the Schedule of Charges, if the customer cancels the service after its commencement.
- (13) Unless otherwise required by law, An Post shall not be liable for any loss including consequential loss howsoever arising and/or arising from the provision of and/or the failure or delay in providing the PO Box/caller's service. In relation to direct loss, An Post's maximum

liability will be limited to the amount of the Charges paid for the PO Box/caller's Service.

- (14) An Post reserves the right to terminate any PO Box if it receives any third party objection to the use of the PO Box name and/or number.
- (15) Any invoice issued by An Post in respect of the PO Box/caller's service shall be settled within 30 days of its issue, otherwise the service will be cancelled.

E9.2 Redirection (Residential and Business)

The Redirection Service consists of both the Business Redirection Service and the Residential Redirection Service, during a specified period of time, that all Postal Packets bearing a specified postal address shall be delivered to a specified alternative postal address ("the redirection address") at which the addressee is resident.

Terms and Conditions in addition to those contained in Part 1

Residential and Business Redirection

Subject to the provisions of these Terms and Conditions, and in particular to the specific Terms and Conditions specified below, and on prior payment of the Charges specified in the Schedule of Charges, any Postal Packet may be redirected to a different address other than the address stated on the Postal Packet for a specified duration where and only where the prior written consent to redirect the Postal Packet(s) is provided by a person(s) authorised to redirect the Postal Packets and recorded on forms specified by An Post.

RESIDENTIAL AND BUSINESS REDIRECTION

A Residential Redirection

- (1) The Redirection Service is only available for the redirection of Postal Packets to which the applicant is entitled. The new address shall be stated on the application form.
- (2) Limitation on Liability: An Post's liability for any direct loss or damage arising from this service is limited to the Charge paid for the Redirection Service. An Post will not be liable, in any event, for any consequential or indirect loss or damage including, without limitation, loss of income, profits, interest, utility or loss of market, however arising in respect of the Service.
- (3) The applicant(s) who sign(s) the application form must be 18 years of age or older. A parent or guardian must sign the application form for a minor requesting the Redirection Service and insert the minor's date of birth where indicated.

- (4) An Post will require at least five Working Days' advance notice to put the Redirection Service in place.
- (5) There is a delay of one additional Working Day beyond normal delivery times in delivery of redirected Postal Packets. If the Postal Packet cannot be delivered it may be returned to the sender.
- (6) The service may be cancelled by notification in writing. An Post will not refund the Charge if the Redirection Service is cancelled after it has started.
- (7) If a Postal Packet is addressed to more than one addressee and only one of the addressees has requested the Service An Post will deliver the Postal Packet as addressed and An Post will not redirect it unless both parties agree in writing that one of them or a third party will receive it.
- (8) Postal Packets which are Parcels and are sent using any postal service offered by An Post (including Courier Post) will not be redirected.
- (9) An Post will not redirect Postal Packets:
 - for applicants who share a name with someone who remains at the address from which the Postal Packet is to be redirected (e.g. parent and child of the same name or people that share the same initials and surname);
 - sent Poste Restante;
 - from a college, boarding house or similar accommodation with one delivery point; or
 - addressed to a PO Box.
- (10) Deceased Persons: the following conditions must be satisfied before An Post will redirect Postal Packets on the instructions of the executors or the administrators of an estate:
 - if the deceased person left a will, probate of the will must accompany the application form which must be signed by all the executors;
 - if the deceased person left a will but there is a delay in obtaining probate, a copy of the will and a letter from the executors stating that probate has been applied for and that they know of no reason why it will not be granted must accompany the application form which must be signed by all the executors;
 - if the deceased person did not leave a will, letters of administration to the deceased person's estate must accompany the application form which must be signed by the administrators of the estate;
 - if the deceased person did not leave a will and letters of administration are not available, the customer must provide a written

undertaking from a solicitor to produce letters of administration within a reasonable period (e.g. twelve months);

- An Post reserves the right to request further documentary proof of any applicant's entitlement to receive the post of deceased persons.

(11) An Post will not accept Redirection applications from persons acting on behalf of persons who may be ill, incapacitated or a Ward of Court unless the Redirection application is supported by documentary proof of the applicant's legal authority to redirect and/or receive the Postal Packet in respect of which the redirection application is made. An Post reserves the right to request further documentary proof and information.

(12) An Post reserves the right to refuse or discontinue the Redirection Service at its absolute discretion, including but not limited to, where the Redirection Service is unworkable. In this event, An Post will refund the Charge paid for the Redirection Service but will have no further liability.

(13) Indemnity:

In consideration of An Post providing the Redirection Service, the Customer will indemnify the Company and keep it fully and effectively indemnified on demand from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which An Post may sustain or incur, or which may be brought or established against it by any person, which in any case arise out of or in relation to or by reason of the use of the Redirection Service in breach of any of these Terms and Conditions.

B Business Redirection

The Business Redirection Service is only available for the redirection of Postal Packets to which the applicant is entitled. The Terms and Conditions are as for Residential Redirection with the following exceptions:

- (1) Where the applicant is a company the application form must be signed by the Company Secretary and at least one other Director. Where the applicant is a partnership or association the signature of each partner or associate is required, if a separate sheet is necessary for this purpose it must be appended to this document and contain the partners' or associates' signatures below the following statement: "*We have read and agree to the attached terms and conditions of An Post's Business Redirection Service*". Where the applicant is a sole trader the application form must be signed by the sole trader. Where the applicant is a form of business or organisation other than those stated above, or is an unincorporated association or an educational or healthcare institution, An Post will require suitable documentary proof of the applicant's entitlement and authority to redirect the mail.

- (2) The name of the company or firm must be exhibited in a permanent and prominent place at the new address before An Post can redirect Postal Packets to the new address.
- (3) The Business Redirection Service is not available for the redirection of:
 - Postal Packets for delivery to Residential addresses;
 - Postal Packets for delivery to a delivery point shared with other companies where redirection would be unworkable or impractical;
 - Postal Packets for delivery to a PO Box.
- (4) An Post will redirect Postal Packets for a company which has ceased trading only when the redirection form is accompanied by a letter from the company's solicitor or accountant stating that:
 - (a) the company has ceased trading;
 - (b) the applicants have full authority to receive the company's post;
 - (c) the solicitor or accountant has full authority to make the representation;
 - (d) the new address is the true and correct address of the applicant; and
 - (e) the Company Secretary and all of the company's Directors agree to the redirection.
- (5) An Post will redirect Postal Packets for a company in liquidation only when the application form is accompanied by a copy of a Notice of Appointment of Liquidator.
- (6) An Post will redirect Postal Packets for a company in receivership only when the application form is accompanied by a copy of the Deed of Appointment or a letter from the receiver's solicitor confirming that the receiver has the authority to receive the redirected Postal Packets.

F9.3 Poste Restante

“Poste Restante” is the free of charge facility for the address of any specified Post Office in the State to be used as an addressee’s postal address for three months, and for Postal Packets for that addressee to be held at that Post Office for three months for collection by the addressee, provided, in relation to any Post Office, that it is reasonable for the Post Office concerned to be used to provide the Poste Restante Service;

Terms and Conditions in addition to those contained in Part 1

(1) Sender’s instructions on retention period at counter

The sender of a Postal Packet addressed to a Post Office or to a ship or offshore installation at any port in the State, to be called for by the addressee, may add to the address of such Postal Packet a request

that the Postal Packet may, if not called for within the time specified in such request, be returned to the sender or some person designated by him.

(2) Procedures on expiry of retention period

In such case such Postal Packet shall, at the expiration of the time specified in the request (and subject to and in accordance with these Terms and Conditions) be returned as specified in such request, and may, if necessary, be opened for that purpose by an officer of An Post duly authorised in that behalf.

(3) Postal Packets not collected within three months

Provided that if the time specified in such request exceeds three (3) months or the time during which the Postal Packet would (according to the rules of An Post in force for the time being) be retained at the post office to which it is addressed, the Postal Packet shall, notwithstanding any such request, be dealt with in accordance with these Terms and Conditions.

F9.4 MailMinder Service

“MailMinder Service” is a facility for the retention of universal service Postal Packets during the pre-notified absence of the addressee from his home or premises and subsequently the delivery on his return;

Terms and Conditions in addition to those contained in Part 1

MAILMINDER Service (Temporary retention of Postal Packets for customer)

- (1) The applicant must be 18 years or older. The application is made on behalf of all residents at the postal address for which the MailMinder Service is requested.
- (2) An Post will ordinarily require five Working Days advance notice to put in place the MailMinder Service.
- (3) The next date for delivery of Postal Packets will be as specified by the customer in the application form.
- (4) The MailMinder Service is not available for delivery points shared by multiple addressees, e.g. college, boarding house or certain business premises. The customer agrees to indemnify An Post against all claims made against it arising from the use of the MailMinder Service in breach of this term.
- (5) The Postal Packets will not be available for collection from the delivery service unit while the MailMinder Service is in place.

- (6) If An Post cancels the MailMinder Service because it is unworkable it will refund the Charge but will incur no further liability in this event.
- (7) If the Customer cancels the MailMinder Service after it has begun An Post will not refund the Charge paid.
- (8) The MailMinder Service can only be cancelled by written request addressed to: An Post, Redirection Unit, Ground Floor, GPO, O'Connell Street Lower, Freepost, Dublin 1.
- (9) All Inland Registered (Proof of Delivery) Postal Packets must be returned to the sender within 10 working days from the date of posting. Incoming Cross Border Registered (Proof of Delivery) Postal Packets will be held for 16 Working Days.
 - (a) Where the customer is a limited company the MailMinder Service application form must be signed by the company secretary and at least one other director of the company.
 - (b) Where the customer is a partnership or associate is required (if a separate sheet is necessary for this purpose it must be appended to this document and contain the partners' or associates signatures below the following statements: *'We have read and agree to the attached terms and conditions of the MailMinder Service of An Post'*).
 - (c) An Post reserves the right to discontinue or terminate the MailMinder Service at its absolute discretion.
- (10) The maximum amount of time a customer can avail of the MailMinder Service for is twelve weeks.
- (11) Limitation on Liability: The liability of An Post for any direct loss or damage arising from any service failure or delay in this Service is limited to the Charge paid for the MailMinder Service. An Post will not be liable, in any event, for any consequential or indirect loss or damage, including, without limitation, loss of income, profits, interest, utility or loss of market, however arising in respect of the MailMinder Service.

E9.5 Business Reply Service

“Business Reply Service” is the provision of a facility for an addressee to supply pre-printed envelopes or labels of a design specified by An Post in these Terms and Conditions so that senders may deposit Postal Packets for transmission by An Post Services described in Sections E.2 to E.7 of these Terms and Conditions inclusive without pre-payment of Charges subject to confirmation by the addressee that he will pay the Charges due thereon on delivery;

Terms and Conditions in addition to those contained in Part 1

Annual Licence

- (1) Business Reply Postal Packets may be sent only to the holder of an Annual Licence. There shall be charged and paid upon a Business Reply Annual Licence an annual licence fee of the amount specified in the Schedule of Charges.

Marking

- (2) The instruction "no stamp required" must be included on a Business Reply Postal Packet.

Charges

- (3) Charges payable on Business Reply Postal Packets shall be the Charges specified in the Schedule of Charges and shall become due by the addressee when the Business Reply Postal Packet is delivered.

Prohibition on redirection

- (4) Business Reply Postal Packets shall not be redirected after delivery to the postal address laid down by An Post and accordingly Section E9.2 shall not apply.

E9.6 Freepost Service

"Freepost Service" is the provision of a facility for an addressee to authorise the inclusion of the word "FREEPOST" in his postal address so that senders may deposit Postal Packets for transmission by services E.2 to E.7 inclusive without pre-payment of Charges subject to confirmation by the addressee that the addressee will pay the Charges due thereon on delivery.

Terms and Conditions in addition to those contained in Part 1

Annual Licence

- (1) Postal Packets posted using the Freepost Service may be sent only to the holder of an Annual Licence. There shall be charged and paid upon an Annual Licence an annual licence fee of the amount specified in the Schedule of Charges.

Marking

- (2) The instruction "no stamp required" must be included in the instructions and "Freepost" stamped on a Postal Packet posted using the Freepost Service.

Charges

- (3) Charges payable on Postal Packets posted using the Freepost Service shall be the charges specified in the Schedule of Charges and shall

become due by the addressee when the Postal Packet posted using the Freepost Service is delivered.

Prohibition on redirection

- (4) Postal Packets posted using the Freepost Service shall not be redirected after delivery to the postal address laid down by An Post and accordingly Section E 9.2 shall not apply.

Part 3 - Definitions

Section F

F.1 Definitions

In these Terms and Conditions—

“**2011 Act**” means the Communications Regulation (Postal Services) Act 2011;

“**An Post Service(s)**” means the single piece universal services described in S.I. No 280 of 2012 to which these Terms and Conditions apply;

“**Aviation Security Declaration**” means an An Post form which customers sending items to European Union destinations shall complete and shall be attached to all Postal Packets containing goods (excluding Documents), which are being posted to any EU destination, with the exception of Northern Ireland.

“**Business Reply Postal Packet**” is a Postal Packet which: –

- (a) is addressed to a person who has made provision to the satisfaction of An Post for the payment of postage in accordance with these Terms and Conditions;
- (b) contains or has thereon only a communication sent by way of a communication from the addressee;
- (c) is distinguished or marked in such manner as An Post shall direct; and
- (d) is addressed to a postal address in the State;

“**Business Reply Service**” means the service described in Section E.9.5 of these Terms and Conditions;

“**Ceadúnas**” means a mark in a form designated by An Post to indicate the Sender has entered into an arrangement with An Post pursuant to Section B.7 or has otherwise paid postage in a manner acceptable to An Post;

“**Certificate of Posting**” means a receipt, including a transactional receipt, issued by An Post in respect of a Postal Packet and, includes a receipt endorsed by An Post on a Posting Book;

“**Charge**” includes postage, postage amount, price, tariff, fee or rate of postage;

“**Coin**” means coin and includes coin of all kinds, whether or not legal tender in the State or elsewhere;

“**Commission**” or “**ComReg**” means the Commission for Communications Regulation;

“Consignor” means a person who presents a Postal Packet to An Post for delivery and includes a sender, a postal service provider (within the meaning of the 2011 Act) and a foreign postal administration but does not include a person who presents Postal Packets to An Post for delivery if that person:

- (a) is an agent of An Post for the provision of Postal Services, or
- (b) is providing transport services to An Post;

“Customs Authority” means the Revenue Commissioners and, when in connection with jurisdictions other than the State, an entity of such jurisdiction empowered by law to administer the customs regime for the control of imports and exports and collection of duties and levies on behalf of that jurisdiction and, where applicable, a customs union such as the European Union;

“Delivery Office” means an office managed by An Post for the purposes of processing Postal Packets immediately prior to the activity of delivery to the addressee;

“Dimensional Weight” means length x width x depth (in centimetres) divided by 6000 and rounded up to the nearest kilogram;

“Documents” means items bearing manuscript, typed or printed text contained on (i) paper, parchment, vellum or similar material or (ii) in electronic form, on and/or retrievable from, whether directly or indirectly, any media storage device, including but not limited to any form of computer, USB key, CDs, DVD and/or any other device capable of storing content and/or documents;

“Europe” means the European Union, European Economic Area and Switzerland and destinations listed on the An Post website at www.anpost.ie;

“Exceptionally Fragile Article” means any article including but not limited to articles constructed of or from glass, ceramics or porcelain, which by its intrinsic nature is liable to suffer damage as a consequence of routine processing whilst in the postal system which would include the effects of not being maintained in an upright position or of the effects of normal variations in temperature or humidity levels even in circumstances where all due and proper care is taken;

“Fictitious Postage Stamp” means any facsimile or imitation or representation of any stamp or franking impression for denoting any rate or duty of postage or Charge whether of the State or of any other country or State or any other postal service provider;

“Firearms” means firearms as defined in Section 4(i) of the Firearms and Offensive Weapons Act 1990;

“Flammable or Corrosive Solids or Liquids” means all flammable or corrosive solids or liquids, which, if there was a leakage from their packaging or container, would be reasonably liable to soil or contaminate other Postal Packets or be injurious to staff or to their clothes or pose a risk of possible damage to postal equipment, furniture and premises;

“Foreign” when used in relation to any Postal Packet of any description thereof means posted in the State and addressed to a place outside the State or Northern Ireland;

“Fragile” when used in relation to any Postal Packet of any description thereof means a Postal Packet containing articles which are liable to break easily and which are to be handled with special care and are clearly marked or labelled accordingly;

“Franking Impression” means the printed postal mark produced by a Postal Franking Machine that includes the Charge, date of posting and may also include a Slogan Die impression;

“Freepost Service” means the service described in Section B.9.6 of these Terms and Conditions;

“Girth” means 2 x (depth plus width);

“Incoming Cross Border” means addressed to a place in the State and sent from outside the State;

“Inland” when used in relation to any Postal Packet or any description thereof, means posted within the State and addressed to some place in the State or Northern Ireland;

“Liquid” means a substance that flows freely but is of constant volume, having a consistency like that of water or oil;

“Jewellery” means:

- (a) gold, silver, or platinum or other precious metal in a manufactured state, that is to say, a state in which value is added to the raw material by skilled workmanship, and includes any coins used or designed for the purposes of ornament;
- (b) diamonds and precious stones;
- (c) watches, the cases of which are entirely or mainly composed of gold, silver or platinum or other precious metal; and
- (d) any article of a like nature which, apart from workmanship, has an intrinsic or marketable value;

“Large Envelope” is as defined in Section B.1 of these Terms and Conditions;

“Letter” is as defined in Section B.1 of these Terms and Conditions;

“Outgoing Cross Border” when used in relation to any Postal Packet or any description thereof means posted in the State for delivery outside the State;

“Packet” is as defined in Section B.1 of these Terms and Conditions;

“Paper Money” means:

- (a) legal tender notes; notes of any bank of issue, or notes which are currency, in Ireland or any other country or state;
- (b) postal money orders or foreign currency drafts;
- (c) unobliterated postage or revenue stamps, whether embossed or adhesive;
- (d) exchequer bills, bank post bills, bills of exchange, promissory notes, vouchers, cheques, credit notes which entitle the holder to money or goods and all orders and authorities for the payment of money, whether negotiable or not;
- (e) bonds, coupons, and securities for money, whether negotiable or not.

“Parcel” means as defined in Section B.1 of these Terms and Conditions;

“Postal Franking Machine” means a franking machine of any type as An Post may from time to time specifically approve, designed to denote payment of postage and other fees, charges and sums payable to An Post, by means of a Franking Impression and includes any meter used in a Postal Franking Machine or in connection therewith and dyes used in a Postal Franking Machine;

“Postal Packet” means a Postal Packet as defined in Section 6(1) of the 2011 Act.

“Postal Services for the Blind” means Letters, Large Letters, Packets (including Foreign Postal Packets weighing up to 7 kilograms) and Parcels (excluding Foreign Parcels) weighing no more than 7 kilograms and containing the items as set out in F.8.

“Postcard” has the meaning provided for in Section B.1 of these Terms and Conditions;

“Post Office” means a post office as defined in Section 6(1) of the 2011 Act;

“Posting Book” means a standard pre-printed record book which may be provided by An Post which can be used by the sender to record details of the addresses of Postal Packets sent using An Post services;

“Redirection Service” means the Residential Redirection Service and Business Redirection Service defined in Section E.9.2 of these Terms and Conditions;

“Registered (Proof of Delivery) Postal Packet” means a Postal Packet which has been posted in accordance with Section E.6;

“Residential and Business Redirection” means the service for the redirection of a Postal Packet as described in Section 9.2

“Schedule of Charges” means the list of Charges published by An Post from time to time on www.anpost.ie and by such means as the Commission may direct;

“Secure Post (Insured) Postal Packet” means a Postal Packet which has been insured in accordance with Section E.7;

“SI 280 of 2012” means Statutory Instrument No. 280 of 2012 Communications Regulation (Universal Postal Service) Regulations;

“Slogan Die” means the die used in a Postal Franking Machine containing advertising matter, slogans or return address;

“Standard” when used to describe a Postal Packet posted using an An Post Service means the services described in Regulation 3(1)(a)-(d) of S.I. 280 of 2012;

“UN3373” means the UN classification to which ADR Biological Substances Category B are assigned pursuant to section 2.2.62 of volume 1 of the ADR as may be amended from time to time, with the exception of Cultures or Clinical Wastes;

“Working Day” means Monday to Friday excluding Public Holidays and the following:

- (e) Good Friday
- (f) Mondays after Public Holidays falling on a weekend
- (g) Christmas Eve (for collections of mail only)
- (h) First Working Day after St. Stephen’s Day

and days on which as advertised by An Post a postal service(s) cannot be provided;

“Universal Postal Union” means the United Nations specialised body more fully described at www.upu.int;

“USO” means universal service obligation(s).