

An Post

Terms and Conditions for Universal Services

Bulk Mail

May 2012

Universal Postal Service Terms and Conditions – Bulk Mail

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Commencement

1. These Terms and Conditions shall come into operation on the 1st day of May, 2012.

Definitions

2. In these Terms and Conditions—

- (1) “Act” means the Communications Regulation (Postal Services) Act 2011.
- (2) “Annual Licence” shall mean a licence issued by An Post for a period of twelve months unless otherwise stated thereon.
- (3) “An Post Mails Centre” means Dublin Mails Centre, Portlaoise Mails Centre, Athlone Mails Centre or Cork Mails Centre.
- (4) “An Post Office of Acceptance” means the Post Offices listed in the First Schedule and such other Post Offices, designated for the purposes of these terms and conditions by An Post.
- (5) “Auto-Sort” means sortation by An Post automated sorting equipment without manual intervention.
- (6) “Business Reply 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 an address in Ireland.
- (7) “Business Reply Service” means the service provided when the sender of a Postal Packet solicits in that Postal Packet a response in the form of a Business Reply Packet from the addressee, such service being subject to the term and conditions set out under Condition 1.
- (8) “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 Condition 4(2) or has otherwise paid postage in a manner acceptable to An Post.
- (9) “Certificate of Posting” means a receipt issued by An Post in respect of a Postal Packet.
- (10) “Charge” includes postage, price, postage amount, tariff, fee or rate of postage.
- (11) “Coin” means coin and includes coin of all kinds, whether or not legal tender in Ireland or elsewhere.
- (12) “Commission” means the Commission for Communications Regulation
- (13) “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 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.
- (14) “Deferred Processing” means sortation at least one Working Day after the Postal Packet enters the public postal network.
- (15) “Dimensional Weight” is length x width x depth (in centimetres) divided by 6000 and rounded up to the nearest kilogram.

- (16) "Directive" means Directive 97/67/EC as amended by Directive 2002/39/EC and Directive 2008/6/EC.
- (17) "Europe" means European Union, European Economic Area, Switzerland and the destinations listed in the Second Schedule.
- (18) "Firearms" means firearms as defined in Section 4(i) of the Firearms and Offensive Weapons Act 1990
- (19) "Fictitious Postage Stamp" means any facsimile or imitation or representation of any stamp or franking impression for denoting any charge whether of Ireland or of any other country or state or any other postal service provider.
- (20) "Foreign" when used in relation to any Postal Packet of any description thereof means posted in Ireland and addressed to a place outside Ireland or Northern Ireland.
- (21) "Franking Impression" means the printed postal mark produced by a Postal Franking Machine that includes postage amount, date of posting and may also include a slogan die impression.
- (22) "Freepost Postal Packet" means a Letter, Postcard, Large Letter or Packet which
- (a) is addressed to a person who has made provision to the satisfaction of An Post for 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 an address in Ireland.
- (23) "Freepost Service" means the service provided when the sender of a Postal Packet solicits in that Postal Packet a response in the form of a Freepost Postal Packet from the addressee, such service being subject to the terms and conditions set out under Condition 1.
- (24) "Girth" means $2 \times (\text{depth plus width})$.
- (25) "Incoming Cross Border" means addressed to a place in Ireland and sent from outside Ireland.
- (26) "Inland" when used in relation to any Postal Packet or any description thereof, means posted within Ireland and addressed to some place in Ireland or Northern Ireland.
- (27) "International Business Reply Packet" means a Postal Packet which
- (a) is addressed to a person who has made provision with another postal administration for the payment of postage
 - (b) contains or has thereon only a communication sent by way of communication from the addressee
 - (c) is within the dimensions set by and is distinguished or marked in such manner as prescribed by the Universal Postal Convention or the Letter Post Regulations made thereunder and
 - (d) is addressed to an address outside Ireland
 - (e) weighs no more than 50 grams
- (28) "Ireland" shall be construed as not including any area which is, for the time being, not within the area and extent of application of the laws enacted by the Oireachtas.

- (29) "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.
- (30) "Large Letter" means a Postal Packet (which is not a Letter) with Minimum Dimension 90 millimetres x 140 millimetres x 0.18 millimetres with a tolerance of 2 millimetres and Maximum Dimension 300 millimetres x 400 millimetres x 25 millimetres with a maximum weight of 1kilogram for Postal Packets for delivery in Ireland or Northern Ireland and 500 grams for Postal Packets for destinations outside of Ireland or Northern Ireland.
- (31) "Letter" means a Postal Packet within the following dimensions Minimum Dimensions of 90 millimetres x 140 millimetres x 0.18 millimetres with a tolerance of 2 millimetres and Maximum Dimensions of 235millimetres x 162millimetres x 5millimetres and weighs no more than 100 grams.
- (32) "Machineable Large Letter" means a Postal Packet which has; Minimum Dimensions of 160 millimetres x 250 millimetres x 0.75 millimetres; and Maximum Dimensions of 250 millimetres x 350 millimetres x 18 millimetres and weighs no more than 1 kilogram.
- (33) "Machineable Letter" means a Postal Packet which has Minimum Dimensions of 90 millimetres x 140 millimetres x 0.18 millimetres; and Maximum Dimensions of 162 millimetres x 230 millimetres x 5 millimetres and weighs no more than 100 grams.
- (34) "Machineable Postal Packet" means a Postal Packet which is capable of being processed by An Post's automated sorting equipment and which is a Machineable Letter or a Machineable Large Letter.
- (35) "Mailing" means a consignment of Postal Packets presented to An Post at the same time for delivery on the same day.
- (36) "Non Machineable Postal Packet" means a Postal Packet which is not a Machineable Postal Packet.
- (37) "Outgoing Cross Border" when used in relation to any Postal Packet or any description thereof means posted in Ireland for delivery outside Ireland.
- (38) "Packet" is a Postal Packet (which is not a Letter or a Large Letter) with Minimum Dimensions of 70 millimetres x 100 millimetres x 25 millimetres and Maximum Dimensions of length, width and depth combined of 900 millimetres; tolerance 2 millimetres greatest dimension not exceeding 600 millimetres with a tolerance of 2 millimetres (In roll form; length and twice diameter, 1040 millimetres, greatest dimension not exceeding 900 millimetres) with a tolerance of 2 millimetres and a maximum weight of 2 kilograms.
- (39) "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.

- (40) "Parcel" means a Postal Packet weighing over 2 kilograms or outside the maximum dimensions for a Packet which is posted as a parcel in accordance with the provisions of these Terms and Conditions.
- (41) "Postal Form" means a form issued by or under the authority of An Post.
- (42) "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 the Postal Franking Machine or in connection therewith and dies used in the Postal Franking Machine.
- (43) "Postal Packet" means a Postal Packet as defined in Section 6 (1) of the Communications Regulation (Postal Services) Act 2011.
- (44) "Postcard" means a card having:
Minimum Dimensions 90 millimetres x 140 millimetres x 0.18 millimetres, with a tolerance of 2 millimetres; Maximum Dimensions 235 millimetres x 162 millimetres x 5 millimetres with a tolerance of 2 millimetres; and a maximum weight of 100 grams and, except where the context otherwise requires, includes a reply Postcard.
- (45) "Post Office" means any place prescribed for the provision of postal services.
- (46) "Pre-sorted" mean Postal Packets presorted according to the required presort specifications supplied from time to time by An Post.
- (47) "Re-direction" is a service to provide for mail to be re-directed by An Post from one address to another.
- (48) "Registered Postal Packet" means any Incoming Cross Border Postal Packet which is for the time being transmissible under the provisions of the Universal Postal Convention and Letter Post Regulations made thereunder for the time being in force as a registered letter or an insured letter or an insured parcel.
- (49) "Schedule of Charges" means the list of charges published by An Post from time to time on www.anpost.ie and in such places as the Commission may direct.
- (50) "Slogan Die" means the die used in a Postal Franking Machine containing advertising matter, slogans or return address.
- (51) "SDR" means special drawing rights, the accounting unit of the International Monetary Fund.
- (52) "Working Day" means Monday to Friday excluding Good Friday and Public Holidays.
- (53) "Zone" means a set of Delivery Offices and the addresses to which postal services are provided from those Delivery Offices as determined from time to time by An Post.

Charges

- 3.** (1) These 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. Subject to the terms of any agreement made by the sender and An Post and these terms and conditions, a sender or consignor may benefit from a discount as specified in the Schedule of Charges.
- (2) Charges shall become due as soon as a Postal Packet is presented to An Post for delivery.
- (3) Unpaid charges shall be recoverable as simple contract debts as provided in Section 49 of the Act.
- (4) (a) Any provision of the Schedule of Charges which states a Charge shall be interpreted as stating the maximum charge which An Post may apply.

- (b) Nothing contained in these terms and conditions shall be interpreted so as to prevent An Post from applying less than the maximum charge.
- (5) Any condition, term, standard or requirement in these terms and conditions which affects or relates either to:
- (a) the eligibility, whether as to quantity or otherwise, of a Postal Packet to be included in a service, or
 - (b) 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 would or is calculated to increase the use of service by any person or group or class of persons.
- (6) 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 appropriate.
- (7) An Post may, in case of doubt or dispute, decide under which service any particular Postal Packet shall be or has been conveyed.
- (8) An Post may determine the number of Postal Packets falling within each description of Postal Packet specified from time to time in the Schedule of Charges by sampling or counting Postal Packets. Costs incurred in determining the number of Postal Packets shall be chargeable in addition to Charges otherwise payable under the Schedule of Charges.
- (9) An Post may require the Consignor of Postal Packets to complete a billing document in a form provided by An Post and to deliver it to An Post when posting the Postal Packets to which it applies. The billing document must show the service, number, format, weight, dimensions and destination of the Postal Packets.
- (10) 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.
- (11) Universal Postal Services provided by An Post are presently exempt from Value Added Tax. If Value Added Tax becomes payable in respect of services provided subject to these terms and conditions, it shall be payable in addition to the Charges specified in the Schedule of Charges.

Modes of Prepayment

4. (1) Postage may be prepaid either:
- (a) by adhesive postage stamps including labels printed by An Post at a Post Office; or
 - (b) by impressions of a Postal Franking Machine under the direction or by the permission of An Post; or
 - (c) by the use of a Ceadúnas stamped envelope, cover, postcard, or other postal form; or
 - (d) in such manner as An Post may from time to time prescribe. Provided that Packets bearing a Ceadúnas or the impression of a Postal Franking Machine and Postal Packets intended for impression by a Postal Franking Machine shall be accepted only at designated places and within such hours, and under and subject to such rules, conditions and restrictions as An Post shall from time to time prescribe.
- (2) Any Charge payable in respect of a service must be prepaid unless An Post and the person liable to such Charge have otherwise arranged.
- (3) A person who regularly makes extensive use of the Postal Service may, with the consent of An Post, open an account facility for the payment of Charges, custom duties, excise duty, value added tax and other sums subject to such conditions as may from time to time be prescribed. An Post may withdraw the account facility at its discretion.

- (4) 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.
- (5) An Post shall in any case where, with its agreement, payment of Charges has not been made in advance render to the sender on or after the last day of each month an invoice showing the Charges due in respect of the services provided during the said month and the sender shall pay to An Post the full amount shown on the said Invoice within 30 days of the date thereof unless otherwise agreed.
- (6) All amounts outstanding greater than 30 days from the date of invoice shall be subject to an interest charge of 1.5% per month compound interest for each month for which the amount remains unpaid unless otherwise prescribed.

Prohibitions

5. (1) There shall not be posted or conveyed or delivered by post any Postal Packet which contains any of the items listed in the Third Schedule or which is outside the maximum dimensions of weight set out in Condition 10(3).
- (2) The sender of a Postal Packet which contravenes this condition 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) Postal Packets containing or consisting of any item which is prohibited under this condition may be delivered subject to such restrictions or requirements as An Post may from time to time specify.

Packing

6. (1) Every Postal Packet must be made up and secured in such manner as to prevent injury to any other Postal Packet in course of conveyance 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, and where An Post has published any special rules in relation to the packing of any particular Postal Packet or article, such rules shall be observed.
- (2) Any article contained in a Postal Packet shall be adequately packed as a protection against damage in course of conveyance by post in particular:
 - (a) 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 WITH CARE' written conspicuously in capital letters on the face of the cover above the address.
 - (b) 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 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 above the address.
- (3) Every Postal Packet (except a Postcard) must be packed and enclosed in a reasonably strong case, wrapper, or cover, in such a manner as to preserve the contents from loss or damage in the post and to prevent any tampering with its contents.
- (4) The sender shall indemnify An Post against all loss it may incur arising from any failure by the sender to comply with this Condition.

Position of Stamp and Return Address

7. Where postage is prepaid the stamp or impression on each Postal Packet shall be in top right hand corner of the address side of the Postal Packet. The return address or other indication of origin acceptable to An Post shall 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.

Endorsements

8. Except with the special permission of An Post, nothing shall be written, printed, or otherwise impressed upon, or across, the postage stamp on any Postal Packet. An Post may write, print or otherwise impress on any Postal Packet such words or figures or post mark dyes for any purpose it considers appropriate including, without limitation, for revenue protection, quality control, redirection 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.

Re-Direction

9. (1) If the addressee is no longer resident at the address stated on the Postal Packet, the Postal Packet may be redirected to the same addressee at his new address in the State.
- (2) Upon any Postal Packet re-directed, there shall be charged in respect of each re-direction and (if not previously paid) shall be paid by the addressee thereof upon the delivery of such Postal Packet an additional charge equal in amount to the charge originally chargeable thereon, provided that An Post may remit such additional charge in the case of a Parcel (whether registered or unregistered) if the Parcel is re-directed to an address served from the same delivery office.
- (3) Any redirected Postal Packet which appears to have been opened before being redirected and any Postal Packet which purports to be redirected but which appears to have been 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.

Irregular Posting and Return of Postal Packets

10. (1) Underpaid Postal Packets shall, on delivery, be subject to the Charges specified in the Schedule of Charges.
- (2) An Post may refuse, detain, defer, withhold, return, dispose of and open Postal Packets in exercise of its powers under Section 47 of the Act.
- (3) Where due delivery cannot be completed or where a Parcel exceeds the maximum dimensions or weight specified in this Condition, An Post may leave a docket at the address of the addressee or sender indicating where and when the Postal Packet may be collected. An addressee or sender may collect the Postal Packet at the prescribed times subject to payment of the Charges specified in the Schedule of Charges. Postal Packets may be held for 5 Working Days. Foreign Postal Packets may be held for a period of 16 Working Days.

The maximum dimensions of a Parcel shall be:

Length 1.5 metres and Length plus Girth 3 metres and its maximum weight shall be the lesser of 20 kilograms weight or 20 kilograms Dimensional weight.

- (4) Where the name of the sender cannot be ascertained from a Postal Packet, the Postal Packet may be detained pending a claim from the sender or addressee. In default of any claim within a period of one month of receipt or 3 months of posting a Postal Packet for delivery in Ireland or 6 months of posting for a delivery outside Ireland, the Postal Packet shall be disposed of by An Post.
- (5) Notwithstanding anything herein contained, a Postal Packet shall not be given up or returned to the sender except upon payment by him of any Charge to which the Postal Packet has become liable. 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 was subject and any related administrative costs) and the balance of the proceeds of sale may be returned to the sender.

- (6) An Post may require proof to its satisfaction that an applicant for a Postal Packet is entitled to receive the same.
- (7) In the event that the Postal Packet is not called for or where sender or addressee fails to prove to the satisfaction of An Post that he 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 direct
- (8) 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 in such manner as An Post may in its discretion direct 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) Where a Parcel 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; and
 - (a) the name and address of a substituted addressee has been furnished by the sender or addressee and the Parcel is forwarded to the substituted address; or
 - (b) the Parcel is subsequently delivered or re-transmitted to the original address thereof at the request of the sender or addressee;

There shall be charged and paid by the addressee to whom the Parcel is delivered an additional Charge 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.

Postcards

11. The following special conditions shall apply to Postcards:—

- (1) 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.
- (2) Nothing whatever shall be in any manner attached to a Postcard except—
 - (a) Postage stamps in payment of postage or of sums payable for registration;
 - (b) 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 postage shall not be affixed to the address side of a postcard.
- (3) In respect of Foreign Postcard 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 side of the address side of a Postcard.

Compensation for Loss and Damage

- 12.** (1) 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) Subject to Condition 12(4) if any Postal Packet is lost, damaged or delayed, by at least 7 days if for delivery within the State or by at least 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 may, establish a reasonable claim, compensation. No compensation shall be paid for consequential loss or the cost of the contents. Compensation shall include the cost of postage, cost of the cover of the Postal Packet, the cost of replacement or reproduction of the packaging and a small sum in respect of any other costs. Compensation may be paid in stamps.
- (3) Subject to Condition 12 4) if any article of pecuniary value enclosed in, or forming part of, a Registered Postal Packet which is an Incoming Cross Border 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.
 - (b) Subject to Condition 12 (3) (c) 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) 30 SDR.
- (4) Compensation shall not be paid for
 - (a) 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, 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 bankdrafts, passports, vouchers, paper money or jewellery transmitted by post unless contained in a Registered Post Packet addressed to an address in Ireland which does not exceed 2kg in weight.
 - (g) in respect of a Postal Packet if the sender or addressee fails to take delivery within 20 working days;
 - (h) in respect of delay or seizure of any Postal Packet by any Customs Authority;
or
 - (i) for loss or damage arising from a failure to comply with Conditions 5 or 6;
 - (j) for works of art, glass or ceramics.
 - (k) for documents;
- (5) The words "Fragile With Care" must be written conspicuously on the face of the cover of any Postal Packet containing fragile items. The presence of these words is a condition of compensation for damage to a fragile article.
- (6) The compensation payable under this Condition shall be in substitution for, and not in addition to, any compensation which would otherwise be payable under these terms and conditions

- (7) If any article of pecuniary value enclosed in or forming part of an Insured Letter is lost or damaged whilst in the custody of An Post, An Post may pay to any person or persons who may, in the opinion of An Post, establish a reasonable claim to compensation (having regard to the nature of the article, the care with which it is packed, charges paid by the sender and other circumstances) such sum as it may consider appropriate, subject to the following;
- (8) Compensation in respect of an Insured Letter shall not exceed 1056 SDR
- (9) Compensation shall not be paid for any consequential loss, damage or injury arising from the loss, damage, delay, non-delivery or mis-delivery of anything sent by post.
- (10) An Post shall be immune from all liability 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.

Foreign Bulk Mail Service

- 13.** (1) There shall be charged and paid upon Foreign Postal Packets posted in bulk the charges specified in the Schedule of Charges. The appropriate charge is dependent on the service, the destination, the format, weight, dimensions of the Postal Packet and number of Postal Packets as set out in the Schedule of Charges. Subject to the terms of any agreement made by the sender and An Post and these terms and conditions, a sender or Consignor may benefit from a discount as specified in the Schedule of Charges.
- (2) Postal Packets must be securely tied in bundles with the addresses arranged in the same direction face up and placed lengthwise on the cover and enclosed in the bags or trays provided by An Post. Each bag or tray must be labelled with a label provided by An Post.

Business Reply and Freepost

- 14.** (1) Business Reply Packets and Freepost Postal Packets 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 by An Post.
- (2) The instruction “no stamp required” must be included on a Business Reply Packet and “Freepost” on a Freepost Postal Packet.
- (3) Charges payable on Business Reply Packets and Freepost Postal Packets shall be the charges specified in the Schedule of Charges and shall become due by the addressee when the Business Reply Packet or the Freepost Postal Packet is delivered to the addressee.
- (4) Freepost Postal Packets and Business Reply Packets shall not be redirected after delivery to the address laid down by An Post and accordingly Condition 9 shall not apply.

Incoming Cross Border Postal Packet

- 15.** (1) Except as otherwise provided, where an Incoming Cross Border Postal Packet contains any article liable to customs duty and An Post so directs, there shall be charged and paid by the addressee, if the Postal Packet be delivered to him, the custom clearance fee specified in the Schedule of Charges.
- (2) Incoming Cross Border Postal Packets which are marked with a postage due impression or label (and upon which is written very legibly in the currency of the country of the postal administration of origin the amount of underpayment and, under a fraction line, that of its minimum reduced charge valid for the first weight step for priority letters) by the postal

administrator of origin in the middle of the upper part of the front cover may be delivered subject, to payment by the addressee of the handling charge specified in the Schedule of Charges.

- (3) On the delivery of an Incoming Cross Border Postal Packet by Registered Post the addressee or his servant or agent shall give a receipt for the same in the form prescribed by An Post. Where such person or his servant or agent refuses to give such receipt, the Registered Postal Packet may be withheld and dealt with or disposed of in such manner as An Post may in its discretion direct.
- (4) Where An Post is unable to obtain a written receipt at the address of the addressee, it may invite the addressee his servant or agent to collect the Registered 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.
- (5) If an Insured Letter or any article of pecuniary value, enclosed in or forming part of an Insured Letter, be lost, stolen or damaged whilst in the course of conveyance 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, and other circumstances:

provided that:-

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. Insured Letters without proper seals shall not be entitled to compensation and will be treated as Registered Postal Packets.

- (6) Any Incoming Cross Border Postal Packet may be redirected by the addressee from its original address, or any substituted address, to the same addressee or any other address unless the sender has forbidden redirection by means of a note to that effect on the address side of the packet in the Irish or English or French language.
- (7) Every redirected Incoming Cross Border Postal Packet upon which the Charge chargeable for its first transmission is fully prepaid shall, if an additional charge for further transmission has not been paid before its redirection, be subject to a Charge equal to the difference between Charge paid and that which would have been charged if the Postal Packet had been dispatched originally to its new destination.
- (8) No Registered Postal Packet or Insured Letter shall be redirected to a country or place with which An Post has not for the time being an agreement for the exchange of Insured Letters.
- (9) Incoming Cross Border Postal Packets containing or consisting of any item which is prohibited under Condition 5 may be delivered subject to such restrictions or requirements as An Post may specify from time to time.
- (10) A mail bag containing Letters, Large Packets or Packets, weighing more than 30 kilograms will not be accepted by An Post.
- (11) A Parcel, or bag of Parcels weighing more than 30 kilograms shall not be accepted by An Post.

Domestic Bulk Discount Services

16. (1) Inland Postal Packets posted in Mailings having a minimum number of Postal Packets in a particular format and weight band specified in the Schedule of Charges may qualify for the discount specified in the Schedule of Charges. Different discounts may apply to
 - (a) Machinable Postal Packets and Non-Machinable Postal Packets,
 - (b) Postal Packets comprised in Mailings depending on the size of the Mailing,
 - (c) Postal Packets posted at an An Post Mails Centres and at an An Post Office of Acceptance depending on where and when the Postal Packet is posted,
 - (d) Postal Packets which are pre-sorted in a manner approved by An Post,
 - (e) Postal Packets bearing a Ceadúnas or a Franking Machine Impression, and
 - (f) Postal Packets which obtain a minimum autosort rate specified in the Schedule of Charges.

Bulk Access Service

- 17.** (1) This Condition applies to Incoming Cross Border Postal Packets in respect of which there is no agreement with An Post whereby the Charges are determined and Postal Packets other than Incoming Cross Border Postal Packets which bear an indicia approved by An Post and a return address on 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 and which;
- (a) are posted in a consignment of not less than 40 kilograms per format and weight band
 - (b) do not bear a postage stamp issued by An Post, a franking impressing or a Ceadúnas,
- (2) All Postal Packets posted in the same place on the same day shall be deemed to form part of the same consignment. For the avoidance of doubt a Convention of the Universal Postal Union is not an agreement by which Charges are determined in respect of Postal Packets from the European Union, European Economic Area or Switzerland for the purposes of this condition.
- (3) For the purpose of calculating the Charges due under this condition An Post may determine the number of Incoming Cross Border Postal Packets and Postal Packets presented for delivery in Ireland using any measure or measures including sampling which it considers appropriate.
- (4) Undeliverable Postal Packets within the meaning of Section 47(4) of the Act may be disposed of in accordance with the Conventions of the Universal Postal Union or returned to the Consignor unless otherwise agreed with the Consignor.

Common Carrier

- 18.** An Post is not and shall not be a Common Carrier.

Service Availability

- 19.** A Service may be unavailable or restricted due to its not being provided by the postal administration of a Member State of the Universal Postal Union or for reasons of Force Majeure. Postal Packets are accepted by An Post subject to the condition that the service purchased can be provided at time of posting

Complaints

- 20.** Any claim for damage or delay to a Postal Packet must be made in writing to An Post
- (i) within 3 months of posting of a Postal Packet for delivery within Ireland,
 - (ii) within 6 months of posting of a Postal Packet for delivery outside Ireland, provided the foreign administration will co-operate, and
 - (iii) within 7 months of posting of an Incoming Cross Border Postal packet.
 - (iv) 1 month of receipt of a Postal Packet

Customs and Security

- 21.** (1) 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 Postal Packets addressed to a place outside Ireland to which these Terms and Conditions relate in like manner as they apply to Parcels.

- (2) All Postal Packets addressed to a place outside Ireland 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) All Postal Packets addressed to a place outside Ireland 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.

FIRST SCHEDULE

An Post Offices Of Acceptance

Ballina, Bray, Carlow, Carrick-on-Shannon, Castlebar, Cavan, Clonmel, Cork City, Drogheda, Dublin 2 DSU, Dundalk, Dungarvan, Ennis, Galway, Glenageary, Kilkenny, Killarney, Letterkenny, Lifford, Limerick, Longford, Mallow, Maynooth, Monaghan, Mullingar, Naas, Navan, Nenagh, Newbridge, Roscommon, Shannon, Sligo, Swords, Thurles, Tralee, Tuam, Tullamore, Waterford, Wexford and any An Post Mails Centre.

SECOND SCHEDULE

List Of European Destinations

Albania	Faroe Islands	Macedonia (Former Yugoslav Rep. Of)	Tajikistan
Andorra	Georgia	Moldova	Turkey
Armenia	Gibraltar	Montenegro	Turkmenistan
Azerbaijan	Greenland	Russia	Ukraine
Belarus	Kazakhstan	San Marino	Uzbekistan
Bosnia Herzegovina	Kosovo	Serbia	Vatican City State
Croatia	Kyrgyzstan	Spitzbergen	

THIRD SCHEDULE

List Of Prohibited Items

1. In this Schedule:
 - (1) "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.
 - (2) "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.
 - (3) "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.

- (4) "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;
- (5) "Biological Substance, Category B" means any Infectious Substance which is assigned to UN 3373 of the ADR.
- (6) "Clinical Wastes" means wastes derived from the medical treatment of animals or humans or from bio-research;
- (7) "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.
- (8) "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;
- (9) "Pathogens" means micro-organisms (including bacteria, viruses, rickettsia, parasites, fungi) and other agents such as prions, which can cause disease in humans or animals.
- (10) "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;

2. The following items may not be included in a postal packet:

- (1) Postal Packets 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; or
- (2) having thereon, or on the cover thereof, any words, marks, or designs of an indecent, obscene or grossly offensive character; or
- (3) consisting of, or containing:
 - (i) dangerous, toxic, poisonous or Infectious Substance; other than:
 - (a) 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 Clause 5 of this Schedule;
 - (b) substances specified in Section 2.2.6.5 of Volume 1 of the ADR as being exempt;
 - (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 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 conveyance 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.
- (xxi) counterfeit or pirated items

(4) A Postal Packet

- (i) which does not bear a customs or security declaration as to its contents, where required to so to do.
- (ii) which An Post deems to have been sent in furtherance of a fraudulent act or with the intention of avoiding full payment of appropriate charges
- (iii) 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 by the permission of An Post; or falsely indicating postage has been paid or is not due
- (iv) 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; or
- (v) 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.
- (vi) 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, in the opinion of An Post, to embarrass the officers of An Post in dealing with the Postal Packet; or
- (vii) 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 in the opinion of An Post to impede the officers of An Post in dealing with such Postal Packet.
- (viii) 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

- (ix) 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 Ireland or any other State 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
- (x) a Passport unless it is contained in an Inland Registered Postal Packet which weigh less than 2kg.
- (xi) containing cash or coins

Postal Packets addressed to destinations outside the State or Northern Ireland shall not contain

- (i) aerosols;
- (ii) toner and ink cartridges;
- (iii) items prohibited or restricted by IATA (International Air Transport Association, ICAO (International Civil Air organisation) any Government Department or Regulatory Body.
- (iv) Liquids of any kind

3. (1) Where An Post has prescribed any particular colour, form or design for use in relation to a particular class of Postal Packets, for conveyance by post no other Postal Packet of such colour, form or design may be posted.
4. (1) No Foreign Postal Packet shall contain-
 - (a) Bank Drafts.
 - (b) Vouchers with a monetary face value.
 - (c) Passports.
 - (d) Jewellery
5. (1) Postal Packets containing Biological Substances Category B shall be packed in accordance with ADR Packaging Instructions P650 and any special rules published under Condition 6(1) 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.