



## A.M. Mail Service Terms & Conditions

**ALL THE TERMS AND CONDITIONS SET OUT HEREIN SHALL APPLY TO THE A.M. MAIL SERVICE AND THE USER(S) OF THE A.M. MAIL SERVICE.**

### 1. MODES OF DELIVERY

The modes of delivery may be by -

- (a) Delivery into letterbox ("Letterbox Delivery"); or
- (b) Door-step delivery ("Doorstep Delivery").

### 2. MAXIMUM WEIGHT

The total weight of each A.M. Mail together with its contents shall not exceed the weight limit of 300 grams.

### 3. DELIVERY

- (a) For all A.M. Mail which comply with the terms and conditions applicable to the A.M. Mail Service and are posted into any SingPost posting boxes before the collection time as stated on the posting boxes, SingPost will use its reasonable efforts to deliver such A.M. Mail in accordance with the Recipient's particulars indicated by the Sender on the delivery note before 11 a.m. (based on time in Singapore) the next working day (i.e. Mondays to Fridays excluding public holidays) from the date postmarked by SingPost on the A.M. Mail prepaid envelope.
- (b) If the A.M. Mail cannot be delivered for whatever reason, it will be returned to the Sender's letterbox, provided that the Sender's address is clearly stated on the delivery note.

### 4. DELIVERY NOTE

- (a) The delivery note for A.M. Mail which is delivered to Recipient's letterbox will be time-signed by the postman.
- (b) A.M. Mail which is to be delivered to Recipient's door-step will be delivered to the Recipient's address as given by the Sender, but not necessarily to the named Recipient personally. The delivery note for A.M. Mail which is delivered to Recipient's door-step will be time-signed by the Recipient or any person to whom the A.M. Mail is handed over at the Recipient's address, or, if nobody answers the door at the Recipient's address, by the postman.

The A.M. Mail shall be deemed to be delivered and SingPost obligations herein shall be deemed fully discharged -

- (a) for Letterbox Delivery, when the A.M. Mail is dropped into the Recipient's letterbox
- (b) for Doorstep Delivery, when the A.M. Mail is handed over to the Recipient or any person at the Recipient's address, or if nobody answers the door at the Recipient's address, by the postman slipping the A.M. Mail under the door of the Recipient's address.



**5. REQUEST FOR DUPLICATE COPIES OF THE DELIVERY NOTE**

A duplicate copy of the time-signed delivery note is available upon payment of Singapore Dollars Two (SGD\$2.00)\*.

**6. RESTRICTED AREAS**

The A.M. Mail Service is provided only to addresses within the main island of the Republic of Singapore (including Sentosa Island and Jurong Island but excluding the other off-shore islands).

**7. SENDER'S RESPONSIBILITIES**

The Sender shall ensure that the respective name, address and telephone number of the Sender and the Recipient are clearly and accurately stated on the delivery note.

For A.M. Mail that are addressed to companies, the Sender shall ensure that the name of the company, address, name of the Recipient and department/section in which the Recipient is located are clearly and accurately stated on the delivery note.

**8. PROHIBITION**

Mails which their possession or transmission are prohibited by law will not be accepted, such as explosive, poisons, flammable packages, radioactive material, compressed gas, corrosive, firearms and any mail which by its nature or packing may expose officers of Singpost to injury or cause damage to other mails.

**9. LIMITATION OF LIABILITY**

9.1 To the extent permitted by law, and subject to satisfactory proof of claim by the Sender, SingPost's liability for any damages or loss whatsoever to the Sender in contract, tort (including negligence) or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with the A.M. Mail Service, shall be limited to and be no more than the provision of three (3) free A.M. Mail prepaid envelopes to the Sender. For the avoidance of doubt, SingPost shall not be liable to pay the Sender any monetary compensation whatsoever.

9.2 SingPost shall not in any case be liable for indirect or consequential loss or damage (including but not limited to loss of profits, business, anticipated savings).

9.3 SingPost shall not be in breach of these terms and conditions, and shall not be liable to the Sender for its failure to perform its obligations if, and to the extent that, such failure results from the Sender failing to perform any of its obligations under these terms and conditions.

**10. INDEMNITY**

The Sender shall indemnify and keep SingPost indemnified against any claim, action, suit or proceeding brought or threatened to be brought against SingPost by a third party and for any loss or damage suffered by SingPost, arising out of any act or omission on the part of the Sender, or arising out



of any act, omission or default (whether or not negligently) of any of the Sender's obligations or a breach of the Sender's warranties or undertakings, under these terms and conditions, and the Sender shall pay SingPost all damages, costs (including legal costs on a solicitor and client basis) and interest suffered by SingPost in connection with such claim, action, suit or proceeding.

#### **11. FORCE MAJEURE**

SingPost shall not be liable for any loss or damage arising from its failure to perform any of its obligations under this contract if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other act of God.

#### **12. CLAIMS**

All claims by the Sender in relation to any failure on SingPost to perform its delivery obligations under the A.M. Mail Service herein must be made within 14 days from the date the A.M. Mail is posted into SingPost posting boxes. Such claims must be made in writing, accompanied by supporting documents and relevant receipts. Please submit all claims to: -

A.M. Mail/ Registered Mail Enquiry Section  
Singapore Post Limited  
10 Eunos Road 8 #03-36  
Singapore Post Centre  
Singapore 408600

#### **13. SEVERABILITY**

If any of the provisions herein becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### **14. EXCLUSION OF RIGHTS OF THIRD PARTIES**

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act (Cap.53B) of the Republic of Singapore to enforce any terms of this Agreement.

#### **15. APPLICABLE LAW & DISPUTES**

- 15.1 These terms and conditions shall be subjected to and construed in accordance with the laws of the Republic of Singapore. All proceedings in relation to any matter in dispute arising out of or in connection with these terms and conditions shall be commenced in the courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of such courts.
- 15.2 For the avoidance of doubt and without prejudice to sub-clause 15.1 hereof, it is hereby agreed and understood that these terms and conditions shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap.237A) including any statutory modification or re-enactment thereof and any rules and regulations made thereunder and any directions whatsoever which the Info-



Communications Development Authority of Singapore has given or may give to SingPost or under any provision of any licence granted by the Info-Communication Development Authority of Singapore.

15.3 All prevailing terms and conditions, where applicable, shall apply.

*\*All charges stated herein are exclusive of Goods and Services Taxes ("GST") and are subject to prevailing GST.*

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