

Smartpac Service Terms & Conditions

1. DEFINITIONS

- (i) "BMPC" means SingPost's Bulk Mail & Parcel Centre at 10 Eunos Road 8, Singapore Post Centre (via East Entrance – 10 Eunos Road 5), Singapore 408600;
- (ii) "Customer" means the customer of the Service or otherwise also known as the Sender as defined below;
- (iii) "Letterbox Delivery" shall have the meaning given in Clause 4.1(a);
- (iv) "Maximum Dimension Limit" shall have the meaning given in Clause 2.2;
- (v) "Personal Data" shall have the same meaning as set forth in the Personal Data Protection Act 2012 of Singapore;
- (vi) "Personal Data Protection Laws" means all applicable laws and regulations (including amendments to the laws and regulations and regulatory guidance) regulating data privacy and/or Personal Data in Singapore;
- (vii) "Recipient" means the individual or company as stated on the smartpac product and to whom the smartpac product is to be delivered;
- (viii) "Sender" means the applicant or user of the Service;
- (ix) "Service" means the distribution of smartpac products in Singapore;
- (x) "smartpac Box" means local postage pre-paid carton box issued by SingPost and designated as such;
- (xi) "smartpac (Medium or Small)" means local postage pre-paid poly envelope of the dimensions set out at Sub-Clauses 2.1(b) and (c) respectively, issued by SingPost and designated as such;
- (xii) "smartpac product" means a smartpac Box, a smartpac Medium or a smartpac Small (as the context may require); and
- (xiii) "Working Day" means any day between Monday and Friday (excluding public holidays).

2. MAXIMUM DIMENSIONS

2.1. Smartpac products are available in the below sizes:

- (a) Smartpac Box: 300mm (length) x 190mm (width) x 65mm (height)
- (b) Smartpac Medium: 330mm (length) x 240mm (width)
- (c) Smartpac Small: 220mm (length) x 150mm (width)

2.2. Notwithstanding the size of each smartpac product as set out in Clause 2.1, the Sender shall ensure that each smartpac product is not packed and/or stretched beyond any Maximum Dimension Limit: 324mm x 229mm x 65mm after packing the items to be delivered into the smartpac product.

2.3. Any smartpac product which is posted by the Sender and which exceeds Maximum Dimension Limit: 324mm x 229mm x 65mm may, at SingPost's absolute discretion, be rejected for delivery.

3. COLLECTION CUT-OFF TIMES AND SERVICE LEVELS

- 3.1. The Sender shall ensure that each smartpac product posted at any SingPost posting box and/or the BMPC complies with the terms and conditions herein.
- 3.2. SingPost shall use reasonable efforts to deliver smartpac products to the local address indicated on the smartpac product (based on time in Singapore) within two (2) Working Days from the date the smartpac



product is marked as having been received by SingPost, provided it is posted before the relevant collection cut-off time: -

- (a) Any SingPost street posting box: posted before 10:00am on Monday to Friday;
- (b) Any SingPost POPStop or post office counter: posted before 5:00pm on Monday to Friday;
- (c) Any SingPost POPDrop: posted before 4:30pm on Monday to Friday or before 11:00am on Saturdays; or
- (d) BMPC: posted within the BMPC's posting hours between 11:00am and 5:00pm on Monday to Friday.

3.3. For the avoidance of doubt, where the smartpac product is posted at the BMPC, no docket or confirmation of receipt (or similar document) will be issued by SingPost.

3.4. If the smartpac product cannot be delivered for any reason (subject to compliance with the Maximum Dimension Limit), including without limitation where:

- (i) the Recipient refuses to accept delivery;
- (ii) the address stated on the smartpac product is invalid; or
- (iii) the address stated on the relevant smartpac product is an overseas address,

SingPost shall use reasonable endeavours to return the smartpac product to the Sender in accordance with Clause 3.5.

3.5. Pursuant to Clause 3.4, SingPost shall use reasonable endeavours to return the smartpac product to the Sender, subject to any applicable administrative charges, provided that the Sender's address is clearly stated on the relevant smartpac product and is located in Singapore.

4. DELIVERY

4.1. SingPost will attempt to deliver the smartpac product to the Recipient in the following order: -

- (a) Delivery to the letterbox which corresponds to the local Singapore address of the Recipient as stated on the relevant smartpac product ("Letterbox Delivery"); or
- (b) If the letterbox referred to in sub-clause 4.1(a) above is full or if the smartpac product cannot be placed in the letterbox, SingPost is authorized to leave the smartpac product at or outside the Recipient's doorstep ("Doorstep Delivery").
- (c) In the event delivery under Clauses 4.1(a) and 4.1(b) is unsuccessful, SingPost may, at its absolute discretion and using commercially reasonable efforts, return the smartpac product to the Sender, provided that the Sender's address is clearly indicated on the smartpac product, subject to any applicable administrative charges. There will not be any subsequent delivery attempt to the letterbox, nor any redirection to any other address or to any other SingPost post office. For the avoidance of doubt, there will not be any refund of postage charges paid by the Customer for any returned smartpac product.

4.2. The smartpac product shall be deemed to be fully delivered and SingPost's obligations herein shall be deemed fully discharged upon completion of either Letterbox Delivery or Doorstep Delivery in accordance with Clause 4.1. SingPost shall not be liable for any loss, damage, or theft of the smartpac product or its contents following such delivery.



5. RESTRICTED AREAS

- 5.1. The Service is provided only to locations within the main island of the Republic of Singapore (including Sentosa Island and Jurong Island, but excluding all other off-shore islands). SingPost does not deliver to any overseas addresses and addresses requiring redirection to an overseas address.

6. SENDER'S RESPONSIBILITIES

- 6.1. The Sender shall ensure that the name, address and telephone number of both the Sender and the Recipient are clearly and accurately stated on the smartpac product.
- 6.2. The Sender shall ensure that all items are packed properly and securely in the smartpac product.
- 6.3. SingPost reserves the discretionary right to reject fragile items for delivery if they are not properly and securely packed. SingPost shall not be liable for any damage or loss whatsoever arising from the rejection of such items.
- 6.4. The Sender shall ensure that the Recipient's address indicated on the smartpac product is a valid Singapore address. SingPost will not deliver any items that are addressed overseas. If the recipient is a PRIVY address, the sender shall ensure that the PRIVY address stated will be redirected to a Singapore address only. SingPost is not responsible and will not be held liable for non-delivery if the smartpac product is returned to the Sender. For smartpac products which are to be returned to Sender whose address is an overseas address, products will be transferred to the Returned Letter Unit at SingPost Centre, and be held up to three (3) months after which the smartpac product may be disposed of in such manner as SingPost deems fit.
- 6.5. SingPost shall not be held liable if the Sender failed to pack the items properly and securely or provided incomplete or incorrect information, as required under this Clause. Compensation will not be payable for such items that are damaged, delayed, or lost as a result. The Sender shall assume all risks and liabilities associated with improper packaging, incomplete or incorrect information, or failure to comply with their responsibilities under this Clause, and shall indemnify SingPost against any claims arising as a result.
- 6.6. If the Recipient is a company or any entity other than an individual, the Sender shall ensure that: -
- (i) the name of such company or entity;
 - (ii) address; and
 - (iii) name, department and/or section of the person to whom the smartpac product is to be marked to the attention of, are clearly and accurately stated on the smartpac Delivery product.

7. PROHIBITION

- 7.1. The Sender shall not despatch and SingPost reserves the right to refuse any items that, SingPost's sole and absolute discretion are:
- (i) prohibited by law, such as explosives, poisons, flammable items, radioactive material, compressed gas, corrosive, firearms and any items which by its nature or packing may expose officers of SingPost to injury or cause damage to other items;
 - (ii) hazardous or dangerous, even if not expressly prohibited by law, including infectious perishable substances;
 - (iii) liquid content; or
 - (iv) coins, bank notes and other valuables.



SingPost shall not be liable for any loss, damage or non-delivery of items listed under (i) to (iv) above if the Sender chooses to include such items in any smartpac product, regardless of whether such items are detected or disclosed to SingPost at the time of dispatch, or at any point during the handling and delivery process.

- 7.2. The Sender shall be liable for and shall fully indemnify and hold harmless SingPost, its officers, employees, and agents from any and all loss, damage or claims (including third-party claims) suffered by SingPost, its officers, employees, agents, and/or any third party as a result of any breach of the terms set out in Clause 7.1 above.
- 7.3. SingPost may (but shall not be bound to) in its sole discretion, open and inspect for any reason the item, including but not limited to the verification of its contents at any time. SingPost shall not be liable for any damage caused to the item during inspection, handling or any process related to the verification of its contents.

8. GENERAL COMMERCIAL TERMS

- 8.1. Goods sold, including but not limited to Smartpac products, are not refundable.
- 8.2. Resale of Smartpac products is strictly prohibited unless expressly authorised by SingPost.

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, whether in contract, tort (including negligence) or otherwise arising by reason of or in connection with the Service (including post-delivery loss under Clause 4.2), shall be limited to a maximum of three (3) replacement smartpac products of the same type. SingPost shall have no liability whatsoever for the contents or intrinsic value of any item placed in a smartpac product. SingPost shall not be liable for any indirect, special, incidental, punitive, or consequential losses, including but not limited to loss of profits, loss of business, or loss of reputation. For the avoidance of doubt, no further monetary compensation shall be payable by SingPost to the Sender beyond three (3) replacement smartpac products of the same type, if applicable.
- 9.2. 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. EXCLUSION OF RIGHTS OF THIRD PARTIES

- 10.1. No party other than the Sender or SingPost has rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms set out herein. SingPost shall not be liable for any claims made by third parties or any losses suffered by third parties arising from the provision of the Service.

11. RETRIEVAL

- 11.1. SingPost may, but shall not be obliged to, assist the Customer with requests for retrieval of smartpac product and provided (a) the request is within one (1) month from the date of posting, and (b) the article has not already been (i) processed for delivery, or (ii) delivered. No request for redirection to an overseas address shall be entertained. Any smartpac product not collected by the Customer shall be disposed, at the sole discretion of SingPost.



- 11.2. For requests of retrievals (whenever it is possible), the Customer shall provide such information as may be required by SingPost, including but not limited to a full description of the item, full addressee information and type of smartpac product sent. The Customer shall pay an administrative fee of Singapore Dollars Twenty (S\$20.00)* for each successful retrieval.
- 11.3. Collection of all retrievals by the Customer of any smartpac product is only at SingPost Centre.

12. DATA PROTECTION

- 12.1. The Customer represents, undertakes and warrants that the Customer will, prior to disclosing any Personal Data to SingPost, ensure that the individuals and/or Customers, to whom the Personal Data relates, have validly provided consent, in accordance with the requirements of the Personal Data Protection Laws, for the collection, use and/or disclosure of the Personal Data for the purposes for which SingPost intends, as indicated in these terms and conditions or as SingPost may have notified Customer in writing and the Customer shall be deemed to be in breach, if any consent obtained by the Customer is subsequently determined by any competent Court or authority to be invalid.

13. FORCE MAJEURE

- 13.1. SingPost shall not in any case be liable for any loss or damage arising from or in connection with its failure to perform any of its obligations hereunder (including failure or non-performance by any person or entity acting on SingPost's behalf), if such failure is the result of circumstances outside its control including, but not limited, to the outbreak of war, any governmental act (including, but not limited to, any acts, restrictions, regulations, by-laws, prohibitions or measures of any kind imposed by any governmental authority), embargo, 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, cyberattack, network or telecommunication failure, obstruction of any public or private road or highway or any other force majeure, fire, flood, outbreak of any communicable disease, pandemics, epidemics of infectious diseases or any other acts of God.

14. CLAIMS

- 14.1. All claims by the Sender in relation to any failure on SingPost to perform its obligations under the Service must be made within fourteen (14) days from the date the smartpac product is posted. Such claims may be made: -

- (a) online via www.singpost.com/contactus; or
- (b) via SingPost's customer service hotline at 1605;

and in each case, each claim must be accompanied by the relevant supporting documents and receipts, as requested by SingPost.

15. APPLICABLE LAW AND JURISDICTION

- 15.1. These terms and conditions shall be subject 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 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 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 1999 including any statutory modification or re-enactment thereof and any rules and regulations made thereunder and any directions whatsoever which the Info-communications Media Development Authority has given or may give to SingPost or under any provisions of any license granted by the Info-communications Media Development Authority.

16. SEVERABILITY

- 16.1. 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.

17. VARIATIONS

- 17.1. SingPost reserves the right to amend these terms and conditions from time to time, and the Sender shall be bound to observe and comply with the prevailing terms and conditions. The Sender shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions, which is available for download at <https://www.singpost.com/sending-within-singapore/smartpac>, the Smartpac Service Terms & Conditions, as well as such other terms and conditions as may be agreed between SingPost and the Sender. The rights and protections conferred on SingPost under these Service Terms and Conditions shall be additional to the rights and protections conferred on SingPost under the SingPost General Terms & Conditions and any other terms and conditions as may be agreed between SingPost and the Sender. In the event that any of these Smartpac Terms & Conditions are inconsistent with the SingPost General Terms & Conditions, these Smartpac Terms & Conditions set out herein shall prevail.

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