

# **Admail Service Terms & Conditions**

# 1 DEFINITIONS

- (a) "Actual Lodgement Date" means the actual date on which Admail is lodged by the Customer, Provided that where the lodgement is pursuant to Clause 6.3, then the actual date on which Admail is lodged by the Customer shall mean the date as specified by SingPost, and where the lodgement is in more than one (1) batch pursuant to Clause 6.5, then the actual date on which Admail is lodged by the Customer shall mean the date of the lodgement of the last batch of that Admail;
- (b) "Admail" means unaddressed and homogeneous promotional materials, advertisements or notices;
- (c) "Application Form" means the application form submitted by the Customer to SingPost for the Service;
- (d) "Customer" means the customer of the Service;
- (e) "Indicative Lodgement Date" means:-
  - (i) the date of lodgement stated on the Application Form, or
  - (ii) in the event that more than one (1) date of lodgement is stated on an Application Form, the latest date of lodgement stated;
- (f) "Service" means the distribution of Admail; and
- (g) "Working Day" means any day from Monday to Friday (excluding public holidays).

### 2 SPECIFICATIONS

2.1 Admail must meet the following specifications:

Туре	Size		Thickness		Paper	Mailer Weight not
	Minimum	Maximum	Minimum	Maximum	Quality	exceeding
Flyer / Brochure / Catalogue / Booklet	140mm (L) x 90mm (W)	297mm (L) x 210 mm (W)	0.2 mm	7mm	At least 128gsm	300g

2.2 For any Admail that does not meet the specification requirement under Clause 2.1, the actual sample of the Admail has to be submitted to SingPost for approval.

# 3 CONTENT AND NATURE OF ADMAIL

- 3.1 The Customer shall not lodge with SingPost any Admail that is photocopied.
- 3.2 Admail must be printed with at least 2 colours.
- 3.3 Admail must be printed in homogeneous manner.
- 3.4 The distribution list and actual samples of Admail must be sent to SingPost for approval at least <a href="mailto:three">three (3)</a>
  <a href="Morking Days">Working Days</a> prior to the Indicative Lodgement Date of such Admail during non-peak periods (i.e. February to September) and at least <a href="mailto:five">five (5)</a> Working Days prior to the Indicative Lodgement Date of such Admail during peak periods (i.e. October to January).
- 3.5 Admail must not contain content which states, implies or suggests any of the following:
  - i) anything illegal, offensive, insulting or immoral; or
  - ii) anything dishonest, deceptive or unpatriotic; or
  - iii) anything religious in nature; or
  - iv) anything political in nature, except during designated political election periods



3.6 SingPost shall determine whether any Admail submitted for approval contravenes any criteria listed in Clauses 2.1, 3.1, 3.2, 3.3, 3.4 and 3.5 above and SingPost's determination in this regard shall be final and binding. Upon SingPost's determination of any such contravention, SingPost shall have a right but not an obligation to reject the relevant Admail submitted.

Notwithstanding the generality of the foregoing, in the event that any Admail is deemed by SingPost, in its absolute discretion, to be unfit or unsuitable for distribution, SingPost shall have the right at any time to reject such Admail and/or terminate the Service.

3.7 In the event that SingPost accepts for distribution any Admail which contravenes any criteria listed in Clauses 2.1, 3.1, 3.2, 3.3, 3.4, and 3.5 above, SingPost shall not be liable for non-distribution or uneven distribution of such Admail.

#### 4 SELECTION OF ADMAIL DISTRIBUTION

4.1 Customer shall select the intended recipients for the Admail based on postal sector code and property types which allow distribution of Admail.

## 5 PREPARATION OF ADMAIL FOR LODGEMENT

- 5.1 Admail should be packed in bundles of 100 pieces for item within 50g weight tier per piece, and bundles of 25 pieces for item above 50g weight tier per piece. Strings or thick rubber bands should be used for packing.
- 5.2 Each lodgement of Admail should be grouped and labelled according to the quantity required for each delivery base. The title of the Admail, delivery base, quantity and booking number must be indicated on each label.
- 5.3 All lodgements of Admail should be labelled according to the format below. Labels have to be visible and prominent at the time of lodgement.

Admail
Delivery Base
(e.g. Ayer Rajah (ALX / GME / TBR))
Postal Sector
(e.g. 14,15,27,28,16)
<sup>1</sup> Booking No.
(e.g. 1500001A)

- 5.4 The Customer may request for bags and labels to be provided by SingPost.
- 5.5 Bags and labels may be collected from BULK MAIL CENTRE at least three (3) Working Days before the Indicative Lodgement Date.

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<sup>&</sup>lt;sup>1</sup> The booking number shall be generated via the online portal once the Customer's booking is confirmed.



- 5.6 The weight of each bag of Admail to be lodged at BULK MAIL CENTRE shall not exceed 15 kg.
- 5.7 All Admail must be bundled before lodgement. BULK MAIL CENTRE will not accept lodgement of non-bundled Admail. The Customer may request for bagging and labeling services to be provided by SingPost with charges applicable.

#### 6 LODGEMENT OF ADMAIL

- 6.1 The Customer shall ensure that Admail is lodged in the following manner:
- 6.2 Without prejudice to Clauses 7.1 and 7.2, the Customer shall lodge all Admail relating to a particular Application Form in advance to ensure they do not missed their campaign period or timelines. SingPost shall not be responsible if the Customer missed their campaign period or other timeline that their Admail is required to be distributed or delivered.
- 6.3 The Customer shall ensure that all Admail relating to a particular Application Form shall be lodged at the following address on the Indicative Lodgement Date stated on that Application Form:

#### **BULK MAIL CENTRE**

(East Entrance - via Eunos Rd 5) Singapore Post Limited 10 Eunos Road 8 Singapore Post Centre Singapore 408600 Tel: 6845 6668

# **Operating Hours:**

(For Lodgement of Admail)

Mondays to Fridays: 9:00 am to 6:00 pm

- In the event that the Customer fails to comply with Clauses 6.2 and 6.3, then SingPost shall have the right to reject the lodgement of Admail and/or specify a new date for lodgement.
- 6.5 All Admail shall be lodged in one batch.
- 6.6 Notwithstanding Clause 6.5, in the event that Admail has to be lodged in more than one (1) batch, the Customer shall complete the lodgement of all such batches within three (3) Working Days of the lodgement of the first batch.

## 7 DISTRIBUTION OF ADMAIL

- 7.1 Distribution of Admail, which comply to specifications under Clause 2.1, will be completed within five (5) Working Days after the Actual Lodgement Date during non-peak periods (i.e. February to September) and within ten (10) Working Days after the Actual Lodgement Date during peak periods (i.e. October to January). Distribution of Admail will be performed on Working Days during business hours.
- 7.2 Notwithstanding Clause 7.1, Admail specifications which do not comply with Clause 2.1 will take a longer period to be determined by SingPost to complete the distribution.
- 7.3 SingPost shall attempt to deliver the Admail to the units (based on estimated aggregate) according to the agreed distribution list as specified in the Application Form. The Customer acknowledges and agrees that distribution of Admail may not be: (i) 100% complete in all situations (ii) 100% representative of exact units in Singapore; and/or (iii) practicable or possible under Clause 7.4 below.



- 7.4 SingPost shall not be responsible for not distributing the Admail to buildings within such sector that, at the time of distribution, are demolished, in the course of being redeveloped or in any state which makes distribution of Admail to such building impractical or impossible, which shall include, but is not limited to situations where letterboxes are full, faulty, of a version that makes Admail delivery impossible, or where the postman is restricted from delivering Admail, including by building management. Notwithstanding that, SingPost shall use commercially reasonable effort to investigate any distribution in the event that the Customer submit a request to investigate to SingPost within three (3) calendar days upon completion of the distribution. Investigation shall not be carried out for Admails that are delivered through letter box aperture or landed properties.
- 7.5 If the quantity of Admail requested by the Customer to be distributed within a postal sector code is less than the units eligible to receive the Admail within that postal sector code, SingPost will distribute the Admail randomly to units within that postal sector code without any selection.
- 7.6 SingPost will distribute the Admail to intended recipients whose housing units and/or developments allow distribution of unaddressed promotional materials, advertisements or notices.

#### 8 RATES AND CHARGES

8.1 Service charges payable per item, including additional fees are as set and published on service order form by SingPost from time to time. Payment of service charges and additional fees by bank transfer, manual credit card form or cheque shall be made at least 3 working days before Actual Lodgement Date. Other payment modes such as NETS or cashier's order shall be made upon Actual Lodgement Date. Payment of services charges and additional fees may be made by credit terms are as approved by SingPost. All payment methods offered and are available at the discretion of SingPost.

# 9 DURATION OF SERVICE

- 9.1 Unless otherwise stated, the Service shall commence on the Actual Lodgement Date and shall, unless suspended, revoked or otherwise terminated in accordance with the provisions hereof, terminate upon the completion of the distribution pursuant to Clause 7.
- 9.2 The suspension, revocation or termination of the Service and/or the Admail Service Terms & Conditions shall be without prejudice to the rights and obligations of the parties that exist on or prior to the date of such suspension, revocation or termination (as the case may be).

# 10 PROHIBITION

10.1 Dangerous and prohibited items, including but not limited to explosives, poison, flammable items, radioactive material, compressed gas, corrosive, firearms and any items which by its nature or packaging may expose officers of SingPost to injury or cause damage to other items, are prohibited by law and will not be accepted.

## 11 LIMITATION OF LIABILITY

11.1 Without prejudice to Clauses 7.2, 7.3 and 7.4, SingPost offers the Admail Service on a 'no liability' basis. The Customer acknowledges that SingPost is not liable for any direct or indirect loss, damage, claim or demand which arises from the provision of the Admail Service, including any loss, damage, claim or demand which may arise from any failure of delivery, of any Admail or the consequences or result thereof.



- 11.2 For avoidance of doubt, SingPost will not, at any time, be liable for, or accept any liability in respect of, (i) the payment or reimbursement of any printing, production, or lodgement costs incurred by the Customer in respect of articles to be delivered through the Admail Service, or (ii) any claim for lost or reduced profits, earnings, or any damage to reputation which the Customer may allege has arisen as a consequence of any act or omission on the part of SingPost.
- 11.3 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, obstruction of any public or private road or highway or any other force majeure, fire, flood, outbreak of any communicable disease, epidemics of infectious diseases or any other acts of God.
- 11.4 SingPost expressly disclaims all conditions and warranties, express or implied in respect of the Admail Service. Where the law precludes such exclusion and implies certain conditions and warranties into this Admail Service Terms and Conditions, the maximum cumulative liability of SingPost for breach of any applicable term herein shall be limited, at the option of SingPost to either (i) re-perform the Service at no additional cost to the Customer for the disputed distribution area; and/or (ii) payment of any cost associated to having the Service re-perform for the disputed distribution area, whichever is the lesser.

## 12 AMENDMENTS

12.1 SingPost reserves the right, in its sole discretion, to change, update, modify or amend any of the terms and conditions stated herein, from time to time, without any prior notice to the Customer and the Customer shall be bound to observe and comply with the terms and conditions herein and any amendments thereof. Further, it shall be the responsibility of the Customer to review the terms and conditions for any such changes, revisions, modifications or amendments and that the Customer continued use of our Service constitutes your agreement to such updated terms and conditions.

# 13 ENTIRE AGREEMENT

13.1 The Customer shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions as well as such other terms and conditions as may be agreed between SingPost and the Customer. The rights and protections conferred on SingPost under these Admail Service Terms & 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 Customer. In the event that any of these Admail Service Terms & Conditions are inconsistent with the SingPost General Terms & Conditions, these Admail Service Terms & Conditions set out herein shall prevail.