



## Smartpac Service - Terms & Conditions

### 1. DEFINITIONS

- (i) "BMC" means SingPost's Bulk Mail 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 BMC complies with the terms and conditions herein.
- 3.2 SingPost shall use reasonable efforts to provide the following service levels based on the collection cut-off times set out below:-.

- (a) Any SingPost posting box: smartpac products delivered by next 2 Working Day if the smartpac product is posted:

**Monday to Thursday**

- (i) Within CBD by 7pm; or  
(ii) Outside CBD by 5pm.

**Friday**

- (i) Within CBD by 8pm; or  
(ii) Outside CBD by 6pm.

- (b) BMC: Smartpac products delivered by next 2 Working Days only if the smartpac product is posted within the BMC's operating hours between 9.00am and 6.00pm on Monday to Friday.

Subject to the above, SingPost shall use reasonable efforts to deliver the smartpac product to the address indicated on the smartpac products (based on time in Singapore) by next 2 Working Days from the date the smartpac is marked as having been received by SingPost.

- 3.3 For the avoidance of doubt, where the smartpac product is posted at the BMC, no docket or confirmation of receipt (or similar document) will be issued by SingPost.
- 3.4 Subject always to the applicable Maximum Dimension Limit having been complied with, if the smartpac product cannot be delivered for any reason, including without limitation, if;
- (i) the Recipient refuses to accept delivery; or  
(ii) the address stated in on the relevant smartpac product is invalid; or  
(iii) the address stated in on the relevant smartpac product is a PO Box address; or  
(iv) the address stated in on the relevant smartpac product is an overseas-linked My Mail Box; or  
(v) the address stated in on the relevant smartpac product is an overseas address.

SingPost shall use reasonable endeavors to return the smartpac product to the Sender subject to such additional administrative charges as may apply, provided that the Sender's address is clearly stated on the relevant smartpac product and the Sender's address 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").
- (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, doorstep delivery attempts will be made. In the event delivery is unsuccessful after another 2 attempts, SingPost will return smartpac to the Sender. 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 delivered and SingPost's obligations herein shall be deemed fully discharged upon completion of the Letterbox Delivery in accordance with Clause 4.1.

#### **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 the other off-shore islands). SingPost do not deliver to any overseas addresses and My Mail Box addresses which requires to be redirected 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 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 My Mail Box address, the sender shall ensure that the My Mail Box 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 if the My Mail Box address requires to be redirected to an overseas address. For smartpac products which are to be returned to Sender whose address is an overseas address, it will be transferred to the Returned Letter Unit at SingPost Centre, Paya Lebar and be held up to Three (3) month after which the smartpac product may be disposed of in such manner as SingPost deems fit.

6.4 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 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.
- 7.2 Coins, bank notes, currency notes or securities of any kind payable to bearer are to be sent via insured post only. Compensation will not be payable for such lost items under the Service.

## **8. LIMITATION OF LIABILITY**

- 8.1 SingPost shall not be held liable if the Sender failed to pack the items properly and securely in the smartpac product. Compensation will not be payable for such items which are damaged or lost as a result.
- 8.2 SingPost shall have 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.
- 8.3 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 Service, shall be limited to and be no more than a maximum of three (3) replacement smartpac products of the same type, but in any case, at the sole discretion of SingPost, to be provided to the Sender. For the avoidance of doubt, SingPost shall not be liable to pay the Sender any monetary compensation whatsoever.
- 8.4 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.
- 8.5 Goods sold, including but not limited to smartpac products are not refundable.
- 8.6 Resale of smartpac products is strictly prohibited unless expressly authorised by SingPost.

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

- 9.1 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.

## **10. RETRIEVAL**

- 10.1 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) months 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.



- 10.2 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.
- 10.3 Collection of all retrievals by the Customer of any smartpac product is only at SingPost Centre, Paya Lebar.

## **11 DATA PROTECTION**

- 11.1 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.

## **12 FORCE MAJEURE**

- 12.1 SingPost shall not be liable for any loss or damage arising from its failure or delay to perform any of its obligations hereunder (including without limitation delay, failure to perform on time, failure to meet any service level or failure to provide Services) if such failure or delay is the result of any circumstances outside its reasonable control including but not limited to any national emergency, the outbreak of or any act of hostility (whether or not accompanied by any formal declaration of war), any change in law or any government act, order, rule, regulation or direction, act of war, act of terrorism, explosion, accident, civil commotion, insurrection, 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, pandemic, epidemic, outbreak of any disease or infection, unavailability of raw materials, energy or other supplies, failure of any public or private utilities/telecommunications provider, force majeure, fire, flood, act of God, illegality, or any other circumstances affecting the supply of goods or services.

## **13. CLAIMS**

- 13.1 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](http://www.singpost.com/contactus); or
- (b) via SingPost's customer service hotline at 1605; or
- (c) in writing by sending such claim to:

Smartpac / Registered Mail Enquiry Section



Singapore Post Limited  
10 Eunos Road 8  
Singapore Post Centre  
Singapore 408600,

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

#### **14 APPLICABLE LAW AND JURISDICTION**

- 14.1 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.
- 14.2 For the avoidance of doubt and without prejudice to Clause 14.1 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.

#### **15 SEVERABILITY**

- 15.1 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.

#### **16 VARIATIONS**

- 16.1 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.com/general-terms-and-conditions>, 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.*

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