



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) "Doorstep Delivery" shall have the meaning given in Clause 6.1(a);
- (iii) "Letterbox Delivery" shall have the meaning given in Clause 6.1(b);
- (iv) "Maximum Dimension Limit" shall have the meaning given in Clause 2.1;
- (v) "Maximum Weight Limit" shall have the meaning given in Clause 3.1;
- (vi) "Overweight Surcharges" shall have the meaning given in Clause 4.1(b);
- (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 ("Lite" or "Mini") envelope" means local postage pre-paid poly envelope of the dimensions set out at Clause 2.1(b) and (c) respectively, issued by SingPost and designated as such; and
- (xii) "SmartPac product" means a SmartPac box or a SmartPac "Lite" envelope or a SmartPac "Mini" envelope (as the context may require).
- (xiii) "Working Day" means any day between Monday and Friday (excluding public holidays).

2. MAXIMUM DIMENSIONS

- 2.1 Each SmartPac product shall be subject to the following maximum dimension limits (each, a "Maximum Dimension Limit"):
- (a) each SmartPac box shall not be more than 190mm (width) x 300mm (depth) x 65mm (height);
 - (b) each SmartPac "Lite" envelope shall not be more than 240mm (width) x 330mm (length) x 65mm (height); and
 - (c) each SmartPac "Mini" envelope shall not be more than 150mm (width) x 220mm (length) x 65mm (height).



- 2.2 The Sender shall ensure that each SmartPac product is not packed and/or stretched beyond any Maximum Dimension Limit 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 any Maximum Dimension Limit may, at SingPost's absolute discretion, be rejected for delivery or be subject to payment of additional charges in Clause 4.1a.

3. MAXIMUM WEIGHT LIMIT

- 3.1 The SmartPac products shall be subject to the following maximum weight limits (each, a "Maximum Weight Limit"):
 - (a) each SmartPac box together with its contents shall not exceed a weight limit of 3 kilograms;
 - (b) each SmartPac "Lite" envelope together with its contents shall not exceed a weight limit of 1 kilogram; and
 - (c) each SmartPac "Mini" envelope together with its contents shall not exceed a weight limit of 600 grams.

4. OVERWEIGHT SURCHARGES

- 4.1 Any SmartPac product which is posted by the Sender and which exceeds the Maximum Weight Limit applicable to it may, at SingPost's absolute discretion, be delivered subject to payment of the following additional charges:

- (a) in Singapore, with the deficiency as set out in the table below, plus a handling fee of SGD\$1.00*.

SmartPac box	Overweight Surcharges
Exceeds Maximum Weight Limit by 1 kg or less	SGD\$0.90*
Exceeds Maximum Weight Limit by between 1 kg and 2 kg	SGD\$2.50*

SmartPac Lite or Mini envelope	Overweight Surcharges
Exceeds Maximum Weight Limit by 1 kg or less	SGD\$0.90*
Exceeds Maximum Weight Limit by between 1 kg and 2 kg	SGD\$0.90*
Exceeds Maximum Weight Limit by between 2 kg and 3 kg	SGD\$1.80*
Exceeds Maximum Weight Limit by between 3 kg and 4kg	SGD\$3.40*

- 4.2 Payment of Overweight Surcharges shall be made in the following manner:
 - (a) in the event of Doorstep Delivery, by the Recipient or any person to whom the SmartPac product is handed over at the Recipient's address as stated on the relevant SmartPac product. For the avoidance of doubt, SingPost may, at its absolute discretion, refuse to complete the Doorstep Delivery if the Overweight Surcharges are not paid;
 - (b) in the event that the Recipient or person to whom a Doorstep Delivery is attempted to be made refuses to pay the applicable Overweight Surcharges, SingPost may, at its absolute



discretion, use reasonable endeavors to return the SmartPac product to the Sender at the Sender's address as stated on the SmartPac product, upon which if the Sender pays the Overweight Surcharges and such other applicable administrative charges, SingPost shall deliver the SmartPac product to the Recipient in accordance with Clause 6;

- (c) in the event that SingPost is unable to successfully make a Doorstep Delivery in accordance with Clause 4.2(a) above, because no person is available to take delivery of the SmartPac product at the Recipient's address as stated on the relevant SmartPac product, SingPost may slot a delivery advice into the letterbox which corresponds to the address of the Recipient as stated on the relevant SmartPac product, in which case the Recipient may, within ten (10) working days from the date of the delivery advice, choose to pay the applicable Overweight Surcharges and such other additional administrative charges as may apply and self-collect the SmartPac product at the post office stated on the delivery advice;
- (d) in the event that SingPost is unable to successfully return the SmartPac product to the Sender in accordance with Clause 4.2(c) above because no person is available to take delivery of the SmartPac product at the Sender's address as stated on the SmartPac product, SingPost may slot a delivery advice into the letterbox which corresponds to the address of the Sender as stated on the relevant SmartPac product, in which case the Sender may, within ten (10) working days from the date of the delivery advice and at the post office stated on the delivery advice, choose to:
 - (i) pay the applicable Overweight Surcharges and such other additional administrative charges as may apply, following which SingPost shall deliver the SmartPac product to the Recipient in accordance with Clause 6; or
 - (ii) pay such additional administrative charges as may apply and self-collect the SmartPac product (upon which the SmartPac product will be deemed returned by SingPost to the Sender); or
- (e) in such other manner as SingPost may in its absolute discretion deem fit,

failing which SingPost may, at its absolute discretion, decline to deliver the SmartPac product, and may dispose of the SmartPac product in such manner as it deems fit, and SingPost's obligations herein shall be deemed fully discharged.

4.3 For the avoidance of doubt, the Sender shall not be able to make payment of Overweight Surcharges prior to delivery if the SmartPac product has already been posted, even if the Sender is aware that the SmartPac product posted by the Sender exceeds the Maximum Weight Limit. The Sender shall be responsible for ensuring that SmartPac products adhere to the Maximum Weight Limit.

5. COLLECTION CUT-OFF TIMES AND SERVICE LEVELS

5.1 The Sender shall ensure that each SmartPac product posted at any SingPost post office or street posting box and/or the BMC complies with the terms and conditions herein.

5.2 Subject always to any delay whatsoever, including a delay which may arise as a result of SingPost attempting to procure payment of any Overweight Surcharges in the manner set out in Clause 4.2, SingPost shall use reasonable efforts to provide the following service levels based on the collection cut-off times set out below:-.



- (a) Any SingPost post office with bulk posting facilities: SmartPac products delivered within 2 to 3 Working Days during non-festive periods (i.e. January to September) and within 3 to 4 Working Day during festive periods (i.e. October to December) 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 within 2 to 3 Working Days during non-festive periods (i.e. January to September) and within 3 to 4 Working Days during festive periods (i.e. October to December) only if the SmartPac product is posted within the BMC's operating hours between 9.00am and 6.00pm on Monday to Friday.
- (c) SingPost post office counter: SmartPac products delivered 2 to 3 Working Days during non-festive periods (i.e. January to September) and within 3 to 4 Working Days during festive periods (i.e. October to December) only if the SmartPac product is posted before post office closing hours.

Subject to the above (and in particular, to any delay which may arise as a result of SingPost attempting to procure payment of the Overweight Surcharges in the manner set out in Clause 4.2), SingPost shall use reasonable efforts to deliver the SmartPac product to the address indicated on the SmartPac products (based on time in Singapore) within 2 to 3 Working Days during non-festive periods (i.e. January to September) and within 3 to 4 Working Days during festive periods (i.e. October to December), from the date the SmartPac is marked as having been received by SingPost.

- 5.3 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.
- 5.4 Subject always to the applicable Maximum Dimension Limit and Maximum Weight 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.



6. DELIVERY

6.1 SingPost will attempt to deliver the SmartPac product to the Recipient in the following order: -

- (a) Delivery to the Recipient's door-step at the Recipient's address (local Singapore address only) as stated on the relevant SmartPac product, but not necessarily to the named Recipient personally ("Doorstep Delivery"). The Recipient or the person to whom the SmartPac product is handed over to at such address shall sign on the corresponding delivery note as an acknowledgement of the completion of Doorstep Delivery.
- (b) Delivery to the letterbox which corresponds to the local Singapore address of the Recipient as stated on the relevant SmartPac product only after SingPost has attempted Doorstep Delivery without success ("Letterbox Delivery"). The postman delivering the SmartPac product shall sign on the corresponding delivery note as an indication of the completion of Letterbox Delivery.
- (c) If the letterbox referred to in paragraph (b) above is full or if the SmartPac product cannot be placed in the letterbox, SingPost will leave a delivery advice in such letterbox. The Recipient may use the delivery advice to collect the SmartPac product from the post office stated on the delivery advice or subject to the payment of any applicable administrative charges, from any other post office as the Recipient may designate ("Self-Collection").

The Recipient shall sign on the corresponding delivery note upon receiving the SmartPac product.

6.2 The SmartPac product shall be deemed to be delivered and SingPost's obligations herein shall be deemed fully discharged: –

- (a) upon completion of the Doorstep Delivery in accordance with Clause 6.1(a); or
- (b) upon completion of the Letterbox Delivery in accordance with Clause 6.1(b); or
- (c) upon Self-Collection by the Recipient in accordance with Clause 6.1(c)(ii); or
- (d) Upon the expiry of ten (10) Working Days from the date of the delivery advice described in Clause 6.1(c), after which the SmartPac product may be disposed of in such manner as SingPost deems fit.

7. REQUEST FOR DUPLICATE COPIES OF THE DELIVERY NOTE

7.1 A duplicate copy of the signed delivery note in respect of any delivery is available within 3 to 5 Working Days from the date of request, subject to the payment of an administrative fee of Singapore Dollars Two (SGD\$2.00)*.



8. RESTRICTED AREAS

- 8.1 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.

9. SENDER'S RESPONSIBILITIES

- 9.1 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.
- 9.2 The Sender shall ensure that all items are packed adequately in the SmartPac product.
- 9.3 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 and be held up to one (1) month after which the SmartPac product may be disposed of in such manner as SingPost deems fit.

- 9.4 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.

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.
- 10.2 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.

11. LIMITATION OF LIABILITY

- 11.1 SingPost shall not be held liable if the Sender failed to pack the items adequately in the SmartPac product. Compensation will not be payable for such items which are damaged or lost as a result.
- 11.2 Fragile items will not be accepted for delivery if not packed adequately, which shall be in SingPost's sole discretion. SingPost shall not be liable for any damage or loss whatsoever.



- 11.3 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.
- 11.4 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.
- 11.5 Goods sold, including but not limited to SmartPac products are not refundable.
- 11.6 Resale of SmartPac products is strictly prohibited unless expressly authorised by SingPost.

12. EXCLUSION OF RIGHTS OF THIRD PARTIES

- 12.1 No party other than the Sender or SingPost has rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms set out herein.

13 RETRIEVAL

- 13.1 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.
- 13.2 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.
- 13.3 Collection of all retrievals by the Customer of any SmartPac product is only at the Paya Lebar Post Office.

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; 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.

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 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 (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 provisions of any license granted by the Info-Communications Development Authority of Singapore.

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 END

**Save where stated to include, all charges stated herein are exclusive of Goods and Services Taxes ("GST") and are subject to prevailing GST.*