

# SPEEDPOST TERMS & CONDITIONS

## 1 Definitions

1.1 The following definitions shall apply to the terms and conditions set out below:

(i) "article" means any object or thing submitted to SingPost for delivery under any Service but excluding such articles prohibited under these terms and conditions including articles excluded pursuant to Clauses 5.2 and 5.4 hereof;

(ii) "Customer" means a customer who is using the Service (as defined below) and if the said customer is a corporation, the term "Customer" shall include any entity or entities authorised by such corporation to enjoy the benefit of the Service as specified in the Agreement;

(iii) "International Postal Parcel Regulations" means regulations of the Universal Postal Union, as may be changed from time to time;

(iv) "Post Office" means any of SingPost's post offices. For more information, please log on to [www.singpost.com](http://www.singpost.com) for a list of post office locations or call 1800-2225777;

(v) "Postal Parcel Guide" means SingPost's general postal information and the requirements for the exportation of articles overseas;

(vi) "POPStation" means SingPost's self-serve parcel station from which article(s) can be delivered to and collected from;

(vii) "Self-collection Option" means the option provided by SingPost whereby Customer elects to collect the item at a Post Office or at a POPStation;

(viii) "Service" means any one or more of the Speedpost Express, Speedpost Priority, Speedpost Standard and/or Speedpost Economy offered by SingPost;

(ix) "SingPost" means Singapore Post Limited, a company with company registration number 199201623M, incorporated under the laws of the Republic of Singapore and having its registered office at 10 Eunos Road 8, Singapore Post Centre, Singapore 408600.

(x) "SPC" means the Singapore Post Centre located at 10 Eunos Road 8, Singapore Post Centre, Singapore 408600.

## 2 Customer's Responsibility

2.1 The Customer shall:

(i) promptly pay all amounts due to SingPost on demand. Prevailing charges for the Service apply. For more information, please log on to [www.speedpost.com.sg](http://www.speedpost.com.sg) to download the relevant Service brochure or call 1800-2225777;

(ii) be liable for any charges, costs or expenses of whatsoever nature, including but not limited to storage charges, duties and taxes, retrieval and administrative costs in connection with the services performed and/or the article in the event that the addressee refuses to pay them;

(iii) be liable for all charges, costs or expenses of whatsoever nature, including but not limited to storage charges, duties and taxes, retrieval and administrative costs in connection with the cancellation of the Service or return (due to failure of delivery or otherwise) of any articles;

(iv) be liable for all GST charges imposed by the relevant governmental authority;

(v) Additionally, the Customer shall be liable to pay a handling fee of S\$10.00 (or such amounts as may be amended from time to time by SingPost without notice) should SingPost be required to make GST payments to the relevant governmental authority for and on behalf of the Customer;

(vi) be liable for such phone booking charges, or other ancillary charges, as may be set out in [www.speedpost.com.sg](http://www.speedpost.com.sg) and updated by SingPost from time to time at its sole discretion; and

(vii) indemnify and keep SingPost indemnified at all times from and against all demands, claims, actions, proceedings, charges, postages, costs or expenses, including but not limited to storage charges, duties and taxes, retrieval and administrative costs (including reasonable legal costs) incurred, suffered, or sustained by SingPost in connection with the services performed hereunder.

## 2.2 The Customer shall ensure that:

(i) every article is packed in a reasonably strong case, wrapper or cover appropriate to its contents, and so that no part of the contents can be removed without either breaking or tearing the case, wrapper or cover or forcing two adhesive surfaces apart, or breaking a seal;

(ii) all contents of the article are adequately packed so as to protect against damage in the course of transmission and in particular, but not limited to:

(a) an article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the article against the effect of such concussion, pressure and knocks to which postal articles are ordinarily exposed in transmission, and the article shall bear the words "FRAGILE HANDLE WITH CARE" written conspicuously in capital letters on the face of the cover above the address of the addressee;

(b) an article which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the article from being bent or otherwise damaged in transmission, and the packet shall bear the words, "DO NOT BEND" written conspicuously in capital letters on the face of the cover above the address of the addressee;

(iii) all articles to be collected at POP Stations must not exceed maximum dimensions and weight as set out in the terms and conditions set out at <http://www.mypopstation.com/popstation-terms-condition> or as may be amended from time to time by SingPost at its sole discretion.

(iv) articles prohibited by any law in force in the Republic of Singapore and the country of destination for transmission will not be handed to SingPost;

(v) the name, address and the telephone number of the sender and addressee are completed accurately. For articles that are addressed to companies, the name of the company, address, name of addressee and department/section in which the addressee is located must be provided to ensure prompt delivery of articles;

(vi) an article complies with its destination country's prevailing size and weight restrictions applicable to the specific Service pursuant to which such article is to be transmitted. For more information, please log on to [www.speedpost.com.sg](http://www.speedpost.com.sg) to download the relevant Service brochure or call 1800-2225777;

(vii) every article to be sent via Speedpost Express, Speedpost Priority, Speedpost Standard and Speedpost Economy complies with the terms and conditions specified in the Postal Services Guide or other documents provided by SingPost for the respective country of destination;

(viii) every article to be sent via Speedpost Islandwide Service is addressed accurately to a valid registered address, to any destination only within the main island of the Republic of Singapore (including Sentosa Island but excluding the other off-shore islands, Paya Lebar Airport (Communication Centre) and Changi Airport (transit and restricted zones only)). For details please see **Annex A**; and

(ix) it shall not address articles to be sent to destinations or addresses which SingPost does not deliver to, as may be amended from time to time (wherever relevant).

### 3 SingPost's Rights and Responsibilities

3.1 SingPost shall take all reasonable precaution to prevent unauthorised persons from having access to the articles(s) or their contents and shall also take all reasonable precaution against loss of or damage to the same or their contents.

3.2 SingPost shall make reasonable effort to deliver the Customer's article according to the respective Service delivery schedules which are estimates only and not guaranteed. The deliveries are subject to possible delays including but not limited to delays by customs or government authorities of the destination country. SingPost shall however not be liable (whether in contract, tort or otherwise) for any delays in effecting delivery of the article for whatever reasons. For the avoidance of doubt, it is noted that deliveries to restricted zones (referred to in **Annex A**) may be subject to additional delays due to reasons such as security checks and SingPost shall not be responsible for all such delays in deliveries to the abovementioned restricted areas.

3.3 For deliveries to designated addresses in Singapore, if the first delivery attempt is unsuccessful, a delivery advice will be deposited at the delivery address or in the addressee's letterbox at the delivery address, as applicable. The article will be made available for collection at a designated POPStation or Post Office (as stated in the delivery advice for a period of five (5) calendar days or five (5) working days respectively from the date of the delivery advice). If the addressee fails to collect the article within the period stipulated in the delivery advice, the article will be sent to the SPC for storage for another five (5) working days. Should the Customer or the addressee fail to collect the item at SPC within the said period, SingPost may, at its sole discretion, and without notice and without liability to the Customer or any other party, (i) dispose of the article in any manner SingPost deems fit; or (ii) deliver the article back to the sender. The Customer will be liable for costs incurred in forwarding, disposing of or returning the shipment and charges, including but not limited to storage charges, administrative fees, duties and taxes (if any) for making additional delivery attempts and/or for performing the agreed action to be taken and shall ensure prompt payment of all such fees.

3.4 The Customer may request for SingPost to collect an article for delivery under any Service subject to such terms and conditions (including but not limited to payment of additional charges) prevailing from time to time and further described in the relevant Service brochure which may be downloaded from [www.speedpost.com.sg](http://www.speedpost.com.sg). The Customer shall be liable for additional charges (including additional delivery or postage fees) if requests for collections are subsequently cancelled or returned (for any reason including but not limited to failure of delivery). For the avoidance of doubt, all fees charged for cancelled orders or returned articles are non-refundable. There is no collection service from Paya Lebar Airport (Communication Centre), Changi Airport (transit and restricted areas only), offshore islands and such other areas as may be determined by SingPost from time to time. Additional charges are applicable if collections are to be made at certain restricted areas as determined by SingPost from time to time. For details on the collection service and the list of restricted areas, please log on to [www.speedpost.com.sg](http://www.speedpost.com.sg) to download the relevant Service brochure or call 1800-2225777.

3.5 Collection and/or deliveries are available from Mondays to Fridays (9.00am to 6.00pm) and Saturdays (9.00am to 12.30pm), excluding Sundays and Public Holidays.

### 4 Self-Collection Option

4.1 The Customer may request for SingPost to deliver an article to:

(i) a Post Office; or

(ii) a designated POP Station, subject to the terms and conditions set out

in <http://www.mypopstation.com/popstation-terms-conditionor> as may be amended by SingPost at its sole discretion from time to time.

4.2 Upon the delivery of an article to a Post Office or POP Station, an e-mail and/or mobile notification, being the delivery notice (the "**Delivery Notice**"), will be sent by SingPost to the addressee. If the addressee fails to collect the article within five (5) working days (for delivery to a Post Office) or five (5) calendar days (for delivery to a POP Station) respectively from the date of the Delivery Notice or such other period stipulated in the Delivery Notice, the article will be sent to SPC for storage for another five (5) days. Should the addressee fail to collect the article at SPC within the said period, SingPost may, at its sole discretion, and without notice and without liability to the addressee, the Customer or any other party, (i) dispose of the article in any manner SingPost deems fit; or (ii) deliver the article back to the sender. The addressee and/or the Customer will be liable for costs incurred in forwarding, disposing of or returning the shipment and charges, including but not limited to storage charges, administrative fees, duties and taxes (if any) for making additional delivery attempts and/or for performing the agreed action to be taken and shall ensure prompt payment of all such fees.

4.3 We reserve the right to review, amend or remove the list of Post Offices or POP Stations from time to time and make changes thereof without any or prior notice to the Customer and/or any third party.

## **5 Articles Which Are Unacceptable For Carriage By SingPost**

5.1 SingPost reserves the right to reject any article(s) submitted by the Customer without assigning any reason whatsoever.

5.2 SingPost reserves its right to reject delivery, in the event that the written address of the recipient is deemed incomplete, illegible, incorrect, cannot be located, or does not conform to postal requirements.

5.3 Without prejudice to the generality of Clause 5.1 above, the Customer shall not despatch and SingPost reserves the right to refuse any articles that, in 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 articles;

(ii) infectious and non-infectious perishable substances and radioactive materials;

(iii) with liquid content; or

(iv) coins, bank notes and other valuables.

5.4 The Customer is liable for any loss or damage suffered by any third party as a result of any breach of the terms set out in Clause 5.3 above.

5.5 By using the Services hereunder, the Customer warrants that the article submitted is acceptable for transportation. The Customer agrees that the following are deemed unacceptable for shipment:-

(i) articles classified as hazardous material, dangerous goods, prohibited or restricted by the International Air Transport Association ("IATA"), the International Civil Aviation Organisation ("ICAO"), Postal regulations, any applicable government department or other relevant organization;

(ii) if no customs declaration is made when required by applicable customs regulations; or  
(iii) if SingPost determines that an article cannot be transported safely or legally (including but not limited to, animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs), liquids. The list of prohibitions on exportation can be obtained from [www.speedpost.com.sg](http://www.speedpost.com.sg).

5.6 The list of prohibitions on importation for different destinations may change from time to time and the Customer may obtain the said list by calling 1800-2225777 or logging onto [www.speedpost.com.sg](http://www.speedpost.com.sg) to download the relevant Service brochure.

5.7 SingPost may (but shall not be bound to) in its sole discretion, open and inspect for any reason the article, including but not limited to the verification of its contents at any time. SingPost shall charge the Customer the shipment charges according to the contents of the article discovered on such opening and inspection. The article is subject to customs clearance and inspection by customs or government authorities of the destination country.

## **6 Customs Declaration**

6.1 For deliveries to international destinations, the customs declaration should be completed by the Customer in English or in a language which is accepted in the country of destination.

6.2 To clear the article with the customs in the country of destination, the customs in the country of destination needs to know the contents of the article. The Customer must therefore complete the customs declaration fully, accurately and legibly. Any false, inaccurate or misleading information may lead to a delay in customs clearance, a fine or seizure of the article by the relevant customs authority.

6.3 It is also the Customer's responsibility to inquire into import regulations (prohibition, make up, etc) and to find out what documents, if any (including but not limited to certificate of origin, health certificate, commercial invoice, packing list, import licence, exemption certificate, etc) are required in the country of destination and to attach these to the consignment note or label (if generated by ezy2ship). Each article must be accompanied by one original and one duplicate copy of the invoice.

6.4 Any customs penalties, storage charges or other expenses including but not limited to duties and taxes that are incurred as a result of the actions of customs or governmental authorities or the Customer or the addressee, or as a result of the addressee's failure to provide proper documentation and/or to obtain the required licence or permit, will be charged to the addressee of the shipment. In the event that the addressee refuses to pay, the Customer shall be liable for these charges.

6.5 By using any Service hereunder, the Customer agrees to the disclosure of his/ her/ its information to third parties to facilitate customs clearance of the article.

## **7 Undeliverable and/or Rejected Shipments**

7.1 Articles are delivered to the addressee's address, Post Office or POPStation as given by the Customer but not necessarily to the named addressee personally. Articles to addresses with a central receiving area will be delivered to that area. If the addressee refuses delivery or refuses to pay for delivery, or the article is deemed to be unacceptable, or it has been undervalued for customs purposes, or the addressee cannot be reasonably

identified or located, SingPost shall use reasonable efforts to contact the Customer and agree on the appropriate action to take, failing which the article may be released, disposed of or sold by SingPost without incurring any liability whatsoever to the Customer or anyone else. The proceeds may be applied against any charges including but not limited to service charges and related administrative costs. The balance of the proceeds of the sale (if any) shall be returned to Customer. The Customer will be liable for costs incurred in forwarding, disposing of or returning the shipment and charges, including but not limited to storage charges, duties and taxes (if any) for making additional delivery attempts and/or for performing the agreed action to be taken.

7.2 For the avoidance of doubt, SingPost shall not in any way be involved or concerned with any claim for refund, return, rebate or exchange of any article. For all such articles the Customer or addressee shall deal directly with each other in respect of any refund, return, exchange, rebate and money-back guarantee policy and/or procedure at their own costs.

## **8 SingPost Online Booking Service**

8.1 The Customer may request for SingPost to deliver an article through SingPost's online booking portal at <http://www.ezy2ship.com> subject to the terms and conditions set out in the relevant website or as may be amended by SingPost at its sole discretion from time to time.

## **9 Retrieval of Proof of Delivery**

9.1 SingPost may retrieve a copy of the Customer's proof of delivery, such proof to be in physical or electronic form, ("POD") upon the Customer's request provided that SingPost receives payment of S\$5.00\* (or such amounts as may be amended from time to time by SingPost without notice) for every request and the article was sent within six (6) months of the date of the request. The processing time required for each request is at least five (5) working days.

Requests may be made via:

- (i) Telephone by calling 1800- 2225777; or
- (ii) SingPost's website at [www.singpost.com/contactus](http://www.singpost.com/contactus).

9.2 SingPost shall use commercially reasonable efforts to retrieve PODs upon Customer's request. However, such PODs may not be available for any reason, including but not limited to the inability to read the PODs which writing is not clearly visible, or the inability to provide PODs in certain areas including countries facing natural disaster or war.

## **10 Limitations and Exclusions of SingPost's Liability**

10.1 Notwithstanding Clause 3.1, on condition that SingPost is satisfied that the Customer's claim of loss or damage to the article(s) or contents thereof is justified, the parties agree that SingPost's liability for any loss of or damage to any article or its contents shall be limited to:-

- (a) (i) for articles sent via Speedpost Islandwide Services: a maximum amount of S\$150 per article or the declared value of the article, whichever is lower;
- (ii) for international articles sent via Speedpost Priority: a maximum amount of S\$150 per article or the declared value of the article, whichever is lower;

(iii)for international articles sent via Speedpost Standard and Economy Service: such maximum amount as shall be stipulated in the current International Postal Parcel Regulations;

(iv)for international articles sent via Speedpost Express Service: such maximum amount as shall be prescribed for the article for the Speedpost Express Service.

(b)All claims for loss or damage to the articles must be made:-

(i)with respect to an international article sent via Speedpost Priority : within fourteen (14) days from the date SingPost accepts the article;

(ii)with respect to an international article sent via Speedpost Standard : within thirty (30) days from the date SingPost accepts the article;

(iii)with respect to an international article sent via Speedpost Economy : within ninety (90) days from the date SingPost accepts the article;

(iv)with respect to an article sent via Speedpost Islandwide Service: within fourteen (14) days from the date SingPost accepts the article;

(v)with respect to an international article sent via Speedpost Express: within thirty (30) days from the date SingPost accepts the article;

failing which SingPost shall have no liability whatsoever. Such claims must be made in writing, accompanied by evidence in support thereof, including, amongst others, the original copy of the consignment note, supporting documents and relevant invoices or receipts to the reasonable satisfaction of SingPost, failing which the claim will be considered null and void. Please submit all claims to:-

Manager (Customer Relations)  
Singapore Post Limited  
10 Eunos Road 8, #06-30  
Singapore Post Centre  
Singapore 408600

10.2 SingPost shall not in any case be liable for:

(i)any indirect or consequential loss or damage (including but not limited to the loss of profits, business, anticipated savings);

(ii)any loss or damage arising from or in connection with :

a.its failure to perform any of its obligations hereunder if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, 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 acts of God;

b.any defects in respect of the article, even if known to SingPost when SingPost had accepted it;

c.the Customer's acts of omission, including but not limited to insufficient or improper packing, security or addressing;

d.any action or omission by anyone other than SingPost including but not limited to:

1. the Customer, as the sender of the article;
2. the addressee;
3. an interested third party;
4. customs or other government officials; and

5.the carrier or other third party contracted by SingPost to serve locations that SingPost does not serve directly. SingPost shall not be liable notwithstanding that the Customer unaware or does not ask about a third party arrangement.

e.electrical or magnetic damage to, or erasure of electronic or photographic images or recordings;

f.any loss of secrecy in communication arising from the use of the Service;

g.the hazardous, fragile or brittle nature of the mechanical derangement of the goods;

h.the carrier or other third party contracted by SingPost to serve locations that SingPost does not serve directly. SingPost shall not be liable notwithstanding that the Customer unaware or does not ask about a third party arrangement.

(iii)delay or non-delivery of the article arising from the detention of the article by the customs or any government authority of the destination country.

## **11 Enhanced Liability Coverage**

11.1 The Customer may request for additional coverage for loss or damage to the article(s) by applying for SingPost's enhanced liability coverage. Further information can be found on <http://www.speedpost.com.sg/customer-care/insurance.html> subject to the terms and conditions as may be amended by SingPost at its sole discretion from time to time.

## **12 Data Protection**

12.1 Customer represents, undertakes and warrants that:

12.2 In the event that any of these terms and conditions is inconsistent with the Consignment Note Terms and Conditions, the Terms and Conditions of Speedpost Services shall prevail.

a)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 Act, for the collection, use and/or disclosure of the Personal Data for the purposes for which SingPost intends, as indicated in this Agreement or as SingPost may have notified Customer in writing;

b)the individuals to whom the Personal Data relates, have validly provided clear and unambiguous consent, in accordance with the requirements of the Personal Data Protection Act, for SingPost or its data intermediaries to send Specified Messages (as the term is defined in the Personal Data Protection Act) to the individuals' Singapore telephone number(s); and

c)it will use such form(s), document(s) or language as may be provided by SingPost from time to time to obtain consents from the individuals.

d)the Customer shall be deemed to be in breach of this Clause, if any consent obtained by the Customer is subsequently determined by any competent Court or authority to be invalid, save where the invalidity is solely due to any form(s), document(s) or language provided by SingPost.

## **13 Entire Agreement**

13.1 The Agreement and the terms of carriage as set out in the consignment note for the relevant Service (hereinafter referred to as "Consignment Note Terms and Conditions"), as the same may be amended from time to time, shall constitute the entire understanding between the parties hereto and shall supersede and replace any prior agreements and negotiations related to the subject matter herein.

13.2 In the event that any of these terms and conditions is inconsistent with the Consignment Note Terms and Conditions, the Terms and Conditions of Speedpost Services shall prevail.

## **14 Amendments**

14.1 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 your continued use of our Services constitutes your agreement to such updated terms and conditions.

## **15 Governing Law and Jurisdiction**

15.1 This Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

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

### **ANNEX A** **RESTRICTED ZONES**