

PRIVATE POSTING BOX TERMS AND CONDITIONS

The headings in these Terms and Conditions (hereinafter 'Terms') are for guidance purposes only.

PREAMBLE

These Terms have been prepared in line with the provisions laid down in Regulation 43 of the *Postal Services (General) Regulations* (Subsidiary Legislation 254.01 of the Laws of Malta).

These Terms are intended to inform the users of this service of their rights and obligations which are binding between them and MaltaPost p.l.c. (hereinafter 'MaltaPost') alike.

These Terms may be subject to change, which change shall apply from the date of publication on MaltaPost's website.

TERMS AND CONDITIONS

Definition

A 'private posting box' is a box approved by MaltaPost and installed on business premises, in hotels or other premises, in which box postal articles, other than registered letters and parcels, may be posted.

A request for the installation of a private posting box should be made in writing to the Officer in Charge, MaltaPost Private Posting Boxes, Nadur Back Office, Gozo NDR 1220, MALTA.

General

- 1. A request in writing for the installation of a Private Posting Box can only be made by a person who has attained the age of eighteen (18) years.
- 2. In the event that the installation request is not deemed to be in conformity with the applicable requirements, the request may be refused by MaltaPost. MaltaPost's decision will be final.
- 3. A person whose request for the installation of a private posting box has been accepted, shall be provided by MaltaPost with a posting box which shall be regularly maintained in good condition by the applicant as may be prescribed by MaltaPost from time to time.

- 4. A notice, identifying the purpose of the box as required by MaltaPost including the time/s of collection, shall be affixed on the front part of the box.
- 5. The private posting box shall be installed in a place indicated by MaltaPost on the ground floor near the main entrance of the premises specified in the request.

Keys

6. The keys of the private posting box shall be retained by MaltaPost as per standard security measures.

Fees

- 7. An annual charge of €150 shall be paid for the use of a private posting box.
- 8. A deposit of €700 shall be paid upon submitting an application, which amount will be refundable on termination of the service, subject to the customer returning the private posting box in good order and condition.

Duration of Service and Renewal

- 9. The service shall be deemed to run from the first day of the month in which the use of such box commences. Thereafter, the annual fee shall be paid by the applicant not later than five (5) working days prior to the commencement of the period for which it is due.
- 10. The minimum period for the use of a private posting box shall be of twelve (12) months and thereafter such service will be renewed on a yearly basis unless a notice to the contrary is given in writing to MaltaPost not later than fifteen (15) working days before the expiry of the current one-year period.

Collection Times and Accessibility

- 11. The frequency of collection of postal articles from the private posting box shall be in accordance with the notice affixed on the Private Posting indicating the collection time.
- 12. A MaltaPost Official shall have access to the private posting box for the purpose of collecting postal articles therefrom and for inspecting such box as may be required from time to time.

Misuse of the Private Posting Box

13. The Private Posting Box must not be used for any illegal or fraudulent purpose. Moreover, the Private Posting Box is to be used only to post ordinary mail. Registered letters and parcels are not to be posted in the Private Posting Box.

Termination

14. MaltaPost reserves the right to withdraw the service immediately and without prior notice and for any reason, including breach by any authorised Private Posting Box Holder of any of the terms of the agreement, or where we believe our reputation could be brought into disrepute. In such cases MaltaPost shall not refund any fee, or part thereof, already paid.

If the service of a Private Posting Box is terminated because the service was used inappropriately, including, without limitation, for an unlawful purpose or in a

manner contrary to the Maltese postal laws and regulations, the Private Posting Box Holder(s) will not receive a refund.

Disclaimer of Liability

15. MaltaPost and its agents and/or its contractors shall not be responsible for any direct, indirect, general, special or consequential damages arising out of or in any way connected to this Agreement regardless of whether such damages are based on contract or tort.

Disclosure of Information

16. MaltaPost reserves the right to give the details of the Private Posting Box holder to any enquirers where we are required to do so by Law (and you consent to this).

LODGING AN ENQUIRY / COMPLAINT

A complaint is a communication by the Customer to MaltaPost, when one's expectations of the service offered are not met. Suggestions, communications, service enquiries, and requests for information are not considered as complaints, but are classified as enquiries.

In case of difficulties about this service, Customers are welcome to contact our Customer Care Department as follows:

E-mail: <u>info@maltapost.com</u>

Website: by completing our online contact form on www.maltapost.com

Telephone: (+356) 2122 4421 (office hours) Freephone: (+356) 8007 2244 (office hours)

- Lines open between Monday to Friday - 7.30 - 16.00 hrs and Saturdays 08.00 - 12.00 hrs

In person by visiting MaltaPost p.l.c., Head Office, 305, Qormi Road, Marsa MTP 1001, MALTA (office hours)

Mail should be addressed to MaltaPost p.l.c., Customer Care, 305, Qormi Road, Marsa MTP 1001, MALTA

Office Hours apply Monday – Friday 07.30 – 16.00 hrs

Complaint Forms are available for any type of complaint the customer may wish to submit. For enquiries on the delivery of postal articles, an Enquiry Form may be submitted against a minimal charge.

These Forms may be obtained from any of our Post Offices, via our website, e-mail, or mail. Kindly call Customer Care for assistance. After completing the Form, you are to mail it to MaltaPost p.l.c., Customer Care, 305, Qormi Road, Marsa MTP 1001, MALTA. An acknowledgement will be issued within two (2) days of receipt of your Form.

Kindly note that Enquiries / Complaints on the delivery of postal articles can only be made up to six (6) months from date of posting of a postal article.

MALTAPOST's COMMITMENT

MaltaPost will endeavour to finalise your Enquiry / Complaint:

• Within seven (7) days from receipt of the Enquiry / Complaint for items posted locally.

• Within ninety (90) days from receipt of the Enquiry / Complaint for postal articles posted internationally (unless circumstances beyond our control prevent us from doing so, given our reliance on other Foreign Postal Administrations).

OTHER FORMS OF REDRESS

Customers may seek other forms of redress or independent advice, including assistance from the End-User Affairs at the Malta Communications Authority, when the solution offered by MaltaPost is not deemed satisfactory.