



## BUSINESS REPLY SERVICE 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 are subject to change, which change shall apply from the date of publication on MaltaPost's website.

MaltaPost may upon compliance with the Terms grant a licence as per Regulation 31 of the *Postal Services (General) Regulations 2005* for a Business Reply Service and authorise the payment of postage payable on postal articles by a person other than the sender of those postal articles.

### **TERMS AND CONDITIONS**

#### **General**

1. An application for the grant of a Business Reply Service licence should be made through an email submission to the Data Input Office using e-mail address [datainputoffice@maltapost.com](mailto:datainputoffice@maltapost.com)
2. The application shall be accompanied by complete proofs of the art work of the envelope which the licensee intends to use. The address on the envelope must match the address on the application.

#### **Conformity**

3. The design of the envelopes shall conform to the pattern shown in Figure 1 and be printed in black.

The envelopes shall bear the following:

- a panel containing the licence number shall be printed in a position not less than 40mm from the top edge of the envelopes;
- the full name and address of the licensee shall be printed parallel to the length of the envelope, below the panel containing the licence number;
- the words 'Do not affix postage stamps if posted in Malta and Gozo' shall be printed in the top right-hand corner;
- the words 'Postage will be paid by the licensee' shall be printed in the top left-hand corner provided that the name of the licensee may be used instead of the word 'licensee';
- the face of the envelopes, shall bear two heavy black parallel vertical lines not less than 5mm in width, 30mm in length and 20mm apart;
- the outer edge of the right-hand line shall be 10mm from the right hand edge of the card, envelope, folder or label.

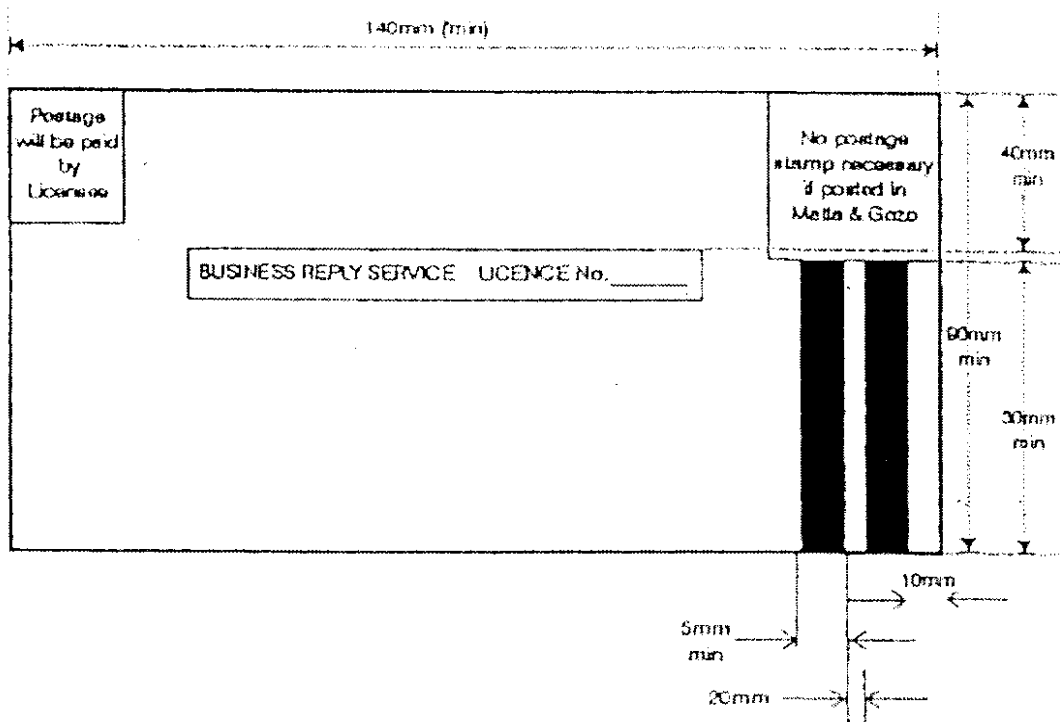


Figure 1

4. Envelopes having a Business Reply address shall not be eligible for MaltaPost's Redirection Service. Nevertheless, MaltaPost may, at its sole discretion, enclose and send such envelopes in a cover to the Business Reply Service holder, who will be required to pay fresh postage.
5. The Business Reply envelope must not contain any type of publicity. Any envelopes found not compliant will be returned to sender.
6. Where the customer changes the business address, a new licence should be applied for. Requests to change the address of an existing licence will not be accepted.
7. Handwritten modifications to the Business Reply address and/or to the licence number are not permitted.
8. No refunds are given for licences which are not availed of by the customer.
9. The Business Reply Service is only offered for local postage. Business Reply Service items to/from overseas addresses will not be accepted unless a separate agreement is reached with MaltaPost.

## Fees

10. An annual licence fee of €23.29 shall be paid in advance for the Business Reply Service. The same fee shall be applicable for each renewal period.
11. The licensee shall be required to effect a deposit upon application of €50 of which amount will be returned back to the licensee upon the termination of the licence, unless there are no pending payments in which case, the amount due would be deducted from the said amount.
12. In addition to the normal postage cost, a charge of €0.05 shall be payable by the licensee in respect of every Business Reply Service item returned by post to the said licensee<sup>1</sup>.

<sup>1</sup> For the avoidance of doubt, the licensee shall still be required to pay normal postage when posting the Business Reply Service envelopes.

## Misuse of the Business Reply Service

13. The Business Reply Service must not be used for any illegal or fraudulent purpose.

## Termination

14. MaltaPost reserves the right to withdraw the service immediately and without prior notice and for any reason, including breach by any authorised Business Reply Service Licence 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 Business Reply Service 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 Business Reply Service Licence Holder will not receive a refund.

## Disclaimer of Liability

15. MaltaPost, its agents and/or its contractors shall not be responsible for any direct, indirect, general, special or consequential loss or damage caused by failure to perform any of its obligations if such failure is the result of circumstances outside its control. Moreover MaltaPost its agents and/or its contractors will not be liable from loss of profits in respect of any postal articles sent for business purposes.

## Disclosure of Information

16. MaltaPost reserves the right to give the details of the Business Reply Service Licensee 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 submitted 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: [info@maltapost.com](mailto:info@maltapost.com)  
Website: by completing our online contact form on [www.maltapost.com](http://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 hrs – 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, mail or fax. Kindly call Customer Care for assistance. After completing the Form, this should be mailed 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 the postal article.

### **MALTAPOST 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.