



TERMS & CONDITIONS

Definitions

In the conditions of this arrangement the following expressions shall have the meaning hereby respectively assigned to them.

“postal article” shall mean an article addressed in the final form in which it is to be carried by a postal operator. In addition to articles of correspondence, such articles also include books, catalogues, newspapers, periodicals and postal parcels, however so described, including packages containing merchandise with or without commercial value.

“customer” shall mean the individual or company who has entered the foregoing arrangement.

“money” shall mean coins, currency, money orders, postal orders, stamps, cheques of any type, bills of exchange.

“Jewellery” shall mean gold, silver, platinum, diamonds, precious metal, carbons or stones (whether manufactured or in raw state), watches, fine art, antiques or works of art.

Dimensions

Outgoing postal articles sent by EMS International Courier shall not exceed two (2) meters for any one dimension or three (3) meters for the sum of the length and the greatest circumference measured in a direction other than that of the length. The maximum weight allowed is 30 Kgs or as determined by the destination country.

Packaging

A postal article that is to be conveyed by EMS International Courier shall be adequately packed in such a way as to provide adequate protection to its contents and prevent damage to any other postal article, in particular:

- i. An article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in the container with sufficient and suitable material against the effect of such concussions, handling pressures to which items are ordinarily exposed to during transmission. The item shall bear the words “FRAGILE – HANDLE WITH CARE” written conspicuously in capital letters on the face of the cover above the address.

- ii. A postal article which is liable to be damaged by bending shall be placed in a container of sufficient strength to prevent the article to be bent in transmission, and the postal article shall bear the words "DO NOT BEND" written conspicuously in capital letters on the face of the cover above the address.
- iii. Dangerous, hazardous or prohibited postal articles shall be refused if tendered for transmission, or if detected in transit will be detained or treated in accordance with the legislation of the country. A summary of this list is contained in "Prohibitions". The sender of such materials will be liable for the removal or the recovery costs incurred in its disposal.
- iv. Postal articles containing liquids shall be packed in a container of sufficient strength and shall be surrounded in the container with suitable material against breakages. The sender will be liable to pay costs for mail items soiled or damaged in the mail as a consequence of inadequate packaging.

Liabilities not assumed

MaltaPost p.l.c. will not be liable for any direct, indirect or consequential loss or damage:

- a) caused by failure to perform any of its obligations if such failure is the result of circumstances outside its control;
- b) damage, loss or destruction has occurred due to 'Force majeure'
- c) arising from insufficient or improper packaging or addressing;
- d) caused to postal articles containing contents of a prohibited nature for that service e.g. foodstuffs prohibited in the USA, alcohol prohibited in Saudi Arabia
- e) arising from failure by the addressee to take delivery within a reasonable time;
- f) arising from delay or seizure of any postal article by any Customs Authority because of incorrect, insufficient, incomplete or improper documentation. The customer is responsible for ensuring that the correct and the complete documentation required by the Customs Authority is securely attached to the outside of the item at the time of posting and acknowledges that MaltaPost p.l.c. is not responsible for the presentation of this documentation to Customs. The customer will be held liable to MaltaPost p.l.c. for any fees, costs or losses incurred due to submission of unacceptable/false documentation.
- g) Arising from failure by the sender to place a documented enquiry of no receipt by the addressee:
 - i. After a lapse of 30 days from date of posting of postal articles conveyed by EMS International Courier

Insurance

For information regarding Premium Insurance offered with this product please refer to; Mail Insurance - Terms and Conditions published in the MaltaPost p.l.c. website <https://www.maltapost.com/termsandconditions?l=1>

Acceptance of EMS International Courier by MaltaPost p.l.c.

Postal articles are accepted by MaltaPost p.l.c. subject to the condition that the service purchased can be provided according to the regulations governed by the Universal Postal Union and any other requirements that may be laid down by other Postal Operators at time of posting. The customer will be liable for all costs involved in the recovery, redelivery, return or loss of items posted where it is subsequently discovered that:

- i. Service is not available to that destination;
- ii. Service is unavailable for any other reason whatsoever.

Prohibitions

- i. As determined by Article 47 of the Postal Services Act (Cap 245) and the UPU Convention Articles 15, MaltaPost p.l.c. will refuse to accept items listed as prohibited for transmission.
- ii. In addition to the standard lists every country has its own unique list of restrictions and prohibitions and the customer is advised to consult the UPU List of Prohibited Articles before posting.
- iii. Summary of the Standard List of Prohibitions for all Services, namely: Dangerous, poisonous or infectious items, explosives firearms – excluding firearms which have a valid export licence, corrosives, acids, paint removers, oxidizing substances, organic peroxides compressed, liquidized or dissolved gases (especially butane gas lighters or aerosols), flammable solids or liquids or materials liable to spontaneous combustion, paints varnishes, dyes, radioactive materials, pornography or anything that causes embarrassment in transit, living creatures, prohibited or dangerous drugs (except under statutory licence), mercury, materials deemed illegal or prohibited by any Government Authority, organic or biological materials likely to perish under normal transit conditions, I.A.T.A. restricted articles, items likely to cause injury to any other person, or any other items that from time to time may have to be added to the foregoing list.
- iv. In addition to the above, postal articles containing money and jewellery (see definitions) are not permitted in any service provided
- v. Restrictions and Prohibitions on EMS International Courier items transmissible by post may change according to directives published by the Universal Postal Union (UPU) from time to time.

Enquiries

Customers may lodge an enquiry or complaint
by: e-mail – info@maltapost.com
Tel. – (+356) 21224421

Enquiries regarding postal articles sent by EMS International Courier must be made before the lapse of **30 days from the date of posting.**

For formal enquiries, customers are directed to complete the appropriate forms which can be obtained from all MaltaPost p.l.c. Branches, from Customer Care at Head Office or <https://www.maltapost.com/forms?l=1>. Duly completed enquiry forms can be submitted at any MaltaPost p.l.c. Branch or Customer Care at MaltaPost p.l.c. Head Office during office hours or by email to info@maltapost.com.

Enquiries/ claims must be accompanied by:

- i. Statement of the amount claimed;
- ii. Copy of MaltaPost p.l.c. receipt of posting;
- iii. Copies of original and replacement receipt;
- iv. Detailed description of goods involved.
- v. In case of EMS items containing merchandise, an invoice relating to the contents shall be provided at all times.

Retention Period & Return

After every reasonable effort to deliver an EMS International Courier has proved unsuccessful, the item is retained by the Administration of destination for the period provided for by its internal regulations.

An EMS International Courier item which is either refused by the addressee or is for any reason undeliverable, is returned, at no charge to the Administration of origin by EMS International Courier.