

305, Triq Hal Qormi, Marsa MTP 1001, MALTA Tel: 21224421

NEWSPAPER POST 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.

These Terms are applicable to senders and addressees of postal articles posted and delivered locally.

TERMS AND CONDITIONS

Definition

An Approved Newspaper is a Newspaper that is formally recognised as such and is printed and distributed periodically nationwide (usually daily or weekly or monthly) and contains news, articles of opinion, features and advertising and is published by a recognised Media House in Malta, provided its weight does not exceed more than 200 grams. Newspapers that are entirely or mostly promotional do not fall under the 'Approved Newspaper Category.'

Registration for Approved Newspaper Post Rates

1. A client who wishes to benefit from the Newspaper Post Rates can do so by officially informing MaltaPost by sending an email to <u>datainputoffice@maltapost.com</u>.

2. MaltaPost shall have the sole discretion to decide whether a Newspaper qualifies to benefit from the rates established for 'Approved Newspapers.'

3. Once the Newspaper Post request is accepted or refused, the client will receive formal notification of such approval or otherwise.

4. The Local Inland Postage rate for Approved Newspapers up to 200g in weight shall be that of $\notin 0.40$. Standard Postal Rates apply for <u>all</u> Newspapers weighing more than 200 grams.

5. MaltaPost reserves the right to revise the Approved Newspaper rates and associated conditions at any time.

General Conditions of Posting Newspaper Post

6. The Posting of Approved Newspapers are accepted at any MaltaPost plc Post Office <u>excluding all Sub-Post Offices</u>.

7. Approved Newspapers that are posted in a cover or envelope should be so wrapped or enclosed that the contents can be easily examined without damaging the envelope or contents. Every Approved Newspaper posted in an envelope or cover shall be so folded and covered as to permit the title and date of issue to be easily inspected.

8. No inserts such as separate magazines shall be posted with the Approved Newspaper.

9. Approved Newspapers shall not contain any correspondence, even if unsigned.

10. The publishing Media House is responsible for ensuring that the Approved Newspaper does not contain anything which amounts to an offence under any law – including but not limited to – libel, defamation and/or slander.

Disclaimer of Liability

11. 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 Approved Newspaper Post Service regardless of whether such damages are based on contract or tort.

Other Provisions

12. Customers are advised that MaltaPost in the course of providing the postal delivery service, is neither a data controller nor a data processor for the clients that use its standard postal services because:

i. it is a mere conduit between the sender of the mail and the address;

ii. it does not exercise any control over the purpose for which the personal data contained in the items of mail it transmits is used;

iii. it does not have access to nor control over the contents of the letter mail (whether personal data or otherwise).

LODGING AN ENQUIRY / COMPLAINT

13. A complaint is a communication originated by the Customer to MaltaPost, when one's expectations of the service provided are not met. Suggestions, communications,

service enquiries, and requests for information are not considered as complaints, but are classified as enquiries.

14. In case of difficulties about any of our services, Customers are welcome to contact our Customer Care Department as follows:

E-mail: info@maltapost.com

Telephone: (+356) 2122 4421

Freephone: (+356) 8007 2244

Telephone lines open between Monday to Friday - 08.30 hrs – 14.30 hrs and Saturdays 08.00 – 12.00 hrs.

In person by visiting MaltaPost Head Office, 305, Triq Hal Qormi, Marsa MTP 1001, MALTA between Monday to Friday from 08.00 hrs to 16.00 hrs.

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

Complaint Forms are available at <u>MaltaPost p.l.c. - Customer Service > Forms</u>

15. 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, or via e-mail or mail.

16. After completing the Form, you are to mail it to MaltaPost p.l.c., Customer Care, 305, Triq Hal Qormi, Marsa MTP 1001, MALTA.

17. An acknowledgement will be issued within two (2) days of receipt of your Form.

19. 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 the postal article.

MALTAPOST P.L.C. 's COMMITMENT

20. 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

21. Customers may seek other forms of redress or independent advice, including assistance from the Malta Communications Authority, when the solution offered by MaltaPost is not deemed to their satisfaction.