



## P.O. Box Service Terms & Conditions

### 1 DEFINITIONS

- (i) **"Application Form"** means the application form to be completed by the Customer and submitted to SingPost for the Service.
- (ii) **"Authority Card"** means the card to be issued by SingPost to the Customer for the P.O. Box Service.
- (iii) **"Customer"** means the customer of the Service, being the applicant on the Application Form;
- (iv) **"P.O. Box"** means Post Office Box;
- (v) **"P.O. Box Number"** means the number assigned to the P.O. Box for the Customer;
- (vi) **"Premium Number"** means a P.O. Box Number (as the case may be) that is determined by SingPost to be a 'choice number' or 'golden number', which the Customer may apply for in accordance with Clause 3.2;
- (vii) **"Service"** means the P.O. Box (as the case may be) offered by SingPost;
- (viii) **"Service Fee"** means the fees payable by the Customer for the Service; and
- (ix) **"Service Period"** means the original service period of one (1) or two (2) years, as indicated by the Customer on the Application Form, as extended by Clause 2.2 (if applicable).

### 2 DURATION OF SERVICE

- 2.1 The Service shall commence from the date of commencement of the Service, as indicated by the Customer on the Application Form, and shall continue for the Service Period unless it is extended, suspended or terminated in accordance with the provisions hereof.
- 2.2 The Customer may extend the Service for a period of up to two (2) years upon the expiry of the existing Service Period.

### 3 FEES PAYABLE

- 3.1 The Service Fee is in respect of a yearly contracted period commencing from 1 April to 31 March of the following year.
- 3.2 The Customer may apply for a P.O. Box Number (as the case may be) with a Premium Number of the Customer's choice with a one-time fee apart from the Service Fee. Notwithstanding this, SingPost shall have absolute discretion whether to assign a P.O. Box with a Premium Number to the Customer. In the event that the Customer is not assigned a P.O. Box (as the case may be) with the Premium Number of his choice, the one-time fee shall be refunded to the Customer.
- 3.3 For new applications submitted after 1 April, a pro-rated fee will be charged based on the remaining months of Service for the year from 1 April to 31 March of the following financial year. Thereafter, the Service Fee shall be payable from year to year in accordance with Clause 3.1 and 3.2, unless terminated of the Service by either party in accordance with these Terms and Conditions.
- 3.4 Computation of partial/full rental payment will commence on the first day of the month in which the Application Form is received and processed by SingPost and a P.O. Box Number allocated to the Customer (as the case may be), regardless of the actual date of application.



- 3.5 After the application has been processed and a P.O. Box Number (as the case may be) is allocated to the Customer, the Customer must pay the Service Fee (or the relevant pro-rated portion thereof) in respect of the period commencing from the date of allocation and ending on 31 March of the following year. Any Service Fee paid is not refundable.
- 3.6 If the application is placed on the waiting list as a result of the Service not being available at the location of the Customer's choice, an application fee of \$10.00\* (exclusive of GST) shall be payable.
- 3.7 All fees and charges shall be payable by the Customer in advance, upon receipt of bill notification from SingPost. The bill for renewal of annual rental will be sent to Customer's P.O. Box Number unless otherwise advised by the Customer.

#### **4 PAYMENT**

- 4.1 The Customer shall promptly pay on demand the Service Fee and all other charges or fees levied in relation to the Service as shown on any official bill issued by SingPost.
- 4.2 Whenever requested by SingPost, the Customer shall also make such deposits as SingPost may reasonably require for the provision of the Service.
- 4.3 A late payment fee of S\$20.00\* (excluding GST) shall be levied on any outstanding payment.

#### **5 SCOPE OF SERVICE**

- 5.1 Mail bearing the P.O. Box Number of the Customer's P.O. Box will be delivered to such P.O. Box regardless of the name of the addressee.
- 5.2 If the Customer's P.O. Box is full or dimension of the mail is unable to fit into the P.O. Box, SingPost will forward the mail to the nearest SingPost post office for self-collection. For any P.O. Box mail which remains uncollected at any post office beyond 10 working days, SingPost reserves the right to return such mail to the sender or destroy the mail, at its sole discretion.
- 5.3 If the Customer's P.O. Box regularly exceeds capacity, SingPost may require the Customer to (a) apply for a larger P.O. Box (if available); or (b) apply for additional P.O. Box.
- 5.4 For avoidance of doubt, the Service may not be used for mail which is not posted through SingPost.

#### **6 TERMINATION**

- 6.1 By the Customer
  - (a) The Customer may terminate the Service by giving SingPost written notice and the Service shall be terminated upon receipt of such written notice by SingPost.
  - (b) In the event that the Customer terminates the Service whether in accordance with Clause 6.1(a) or otherwise, the Customer shall not be entitled to a refund of the Service Fee or any part thereof.



## 6.2 By SingPost

- (a) SingPost may, without prejudice to any other right or remedy of SingPost and notwithstanding the waiver of any previous breach, forthwith terminate the Service if;
  - (i) the Service Fee or any other monies payable to SingPost are in arrears; or
  - (ii) the Customer shall be adjudged bankrupt or if a receiving order be made against him or if he makes any composition or arrangements with or assignment for the benefit of his creditors; or
  - (iii) the Customer, in the case of a corporation, has a winding-up petition presented against it, or receiver appointed, or a receiver and manager appointed or a judicial manager appointed; or
  - (iv) SingPost is of the opinion that the Customer has failed to adhere to any of the rules and regulations or conditions of the use of the P.O. Box (as the case may be).
- (b) SingPost may terminate the Service at any time by giving the Customer written notice and is not required to give any reason whatsoever for the termination.
- (c) In the event that SingPost terminates the Service whether in accordance with Clause 6.2(a), Clause 6.2(b) or otherwise, the pro-rated portion of the Service Fee corresponding to the period between the date of termination and the end of the contract period shall be refunded to the Customer. For the avoidance of doubt, upon termination of the Service, the Customer shall be liable to SingPost for the Service Fee chargeable up to and including such date of termination.

6.3 In the event of termination of the P.O. Box Service for any reason whatsoever, the Customer shall return the Authority Card and the key of the P.O. Box to SingPost within 14 days of the relevant party's receipt of notice of termination, at the Customer's costs and expense, failing which the Authority Card and/ or key shall be deemed as lost, and the relevant fees applicable at that time for such lost items shall be payable by the Customer to SingPost.

6.4 When the Service is terminated by the Customer pursuant to Clause 6.1(a) prior to the expiry date for the Service, SingPost shall redirect any correspondence addressed to the Customer's P.O. Box to an address advised by the Customer, or in the absence of such advice, to the last known address of the Customer on SingPost's record, for a period of up to two months, save that such period shall not extend beyond the yearly contracted period (ie. the last day to end on 31 March). The redirection of correspondence addressed to persons cared of a firm or to clubs, hotels, boarding houses and lodgings will not be undertaken by SingPost.

6.5 However, if the Service is terminated after expiry date without renewal, or due to non-payment, or by reason of breach of this agreement by the Customer, a one-time redirection of mail will be provided, on the day of termination. Subsequent mail addressed to the Customer's P.O. Box will be returned to the sender (if there is a return address) or destroyed (if there is no return address).

## 7 CUSTOMER'S RESPONSIBILITIES

7.1 The Customer shall:

- (i) promptly pay all amounts due to SingPost;
- (ii) ensure that the Service Fee and all other charges and fees as and when due shall be paid promptly notwithstanding that the official bill for payment may not have been received at the appropriate time for one reason or another;
- (iii) ensure that the Service is not used for any illegal or unlawful purpose including but not limited to gambling and vice;



- (iv) ensure that the name in which the Service is applied for is registered with the relevant authorities and substantiated by valid documents e.g. Business Registration Certificate, NRIC, Passport (the use of a pseudonym is not permitted);
- (v) ensure that the Service is not used by any other person/firm/company unless authorised by SingPost;
- (vi) promptly inform SingPost of any change in the Customer's address;
- (vii) not be permitted to place his personal belongings or mail that has already been opened in the P.O. Box. SingPost shall not be held responsible for the loss or damage to any such items placed in the P.O. Box; and
- (viii) ensure that a P.O. Box which is assigned for use by an individual is not used for business purposes.

## **8 SINGPOST'S RIGHTS AND NON-LIABILITY**

- 8.1 SingPost reserves the right to refuse to offer the Service to any person/firm/company without having to assign any reason for such refusal.
- 8.2 SingPost shall not be liable to the customer or to any third party for any damage or loss arising from the Service. In the event of any damage, loss or injury sustained by a third party arising from the Service, the customer shall indemnify and keep SingPost indemnified in full against any cost, damage, loss, liability and expense.
- 8.3 SingPost shall not be liable for all claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with the Service and all other claims arising out of any act or omission of the customer in connection with the Service. In the event of any such claim, the customer shall indemnify and keep SingPost indemnified in full in respect of such claim.
- 8.4 SingPost reserves the right to suspend or terminate the Service on grounds of national interest, public safety or for any other reasons. In the event that this right is exercised, SingPost shall not be liable to the customer or any third party for any loss or damage arising from the suspension or termination of the said Service. Mail affected by such suspension or termination of service will not be redirected in accordance with Clause 6.4 but will be disposed of in accordance with the provisions of the Postal Services Act (Cap 237A) and any rules and regulations made thereunder.
- 8.5 P.O. Box Numbers are the property of SingPost and the Customer has no proprietary right to the P.O. Box Number (as the case may be) assigned to the Customer. SingPost reserves the right to allocate or alter any P.O. Box Number to the Customer at any time for any reason whatsoever without being liable for any loss or inconvenience attributable to such allocation or alteration.
- 8.6 SingPost reserves the right to relocate the P.O. Box (as the case may be) to a new location and shall not be liable for claims for damages or losses or costs and expenses suffered or incurred by the Customer or any third party arising from such relocation.
- 8.7 SingPost shall be entitled to terminate the Service without any prior notice at any time if it is known that a gift or consideration of any kind was given or offered to any of SingPost's staff as an inducement or reward in connection with the provision of the Service.
- 8.8 If arising from postal network changes, the Customer's P.O. Box which has a Premium Number has to be changed or withdrawn, SingPost will endeavor to provide the Customer a P.O. Box at another branch of SingPost's post offices of the Customer's choice with a similar Premium Number, for the purposes of the Service. If that is not possible, the Customer will be entitled to a pro-rated refund of the one-time fee paid for the Premium Number.



8.9 SingPost reserves the right to amend, add to, delete and/or vary any of the clauses herein stated, and the Customer shall be bound to observe, perform and comply with the provisions herein and any amendments thereof.

## **9 MISCELLANEOUS**

9.1 Any notice of account which may be given or rendered by SingPost shall be deemed duly given or rendered if sent by post to the Customer's usual or last known place, office or address as shown on SingPost's record.

9.2 This Agreement shall be constructed in accordance with and be subjected to the laws of the Republic of Singapore, and all proceedings in relation to any matter in dispute arising out of or in connection with this Agreement shall be commenced in the courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of such courts.

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