

AN POST

**TERMS AND CONDITIONS
FOR BULK MAIL UNIVERSAL SERVICES AND
ADDITIONAL INFORMATION**

17 November 2014

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Introduction

An Post is a major commercial business providing a wide range of services to the public. Not only does An Post operate the national postal service but it also provides a range of financial and money transmission services, as well as agency services for Government Departments, the National Treasury Management Agency (NTMA), and other bodies.

An Post is the Universal Service Provider for 'Single Piece' and 'Bulk' mail Universal Services (also known as 'USO' Services)

An Post is the designated Universal Service Provider under Section 17 of the Communications Regulation (Postal Services) Act 2011 ('the 2011 Act'). This places on it a set of obligations under Section 16 of the 2011 Act to provide on every Working Day one collection and delivery to the home or premises of every person or business within the State of Postal Packets weighing up to 2 kilograms and parcels weighing up to 20 kilograms. It also requires that a number of ancillary services are provided.

Regulation of Universal Services

In exercise of its powers under Section 16(9) of the 2011 Act ComReg has made Regulations in relation to the services to be provided by An Post in the provision of the Universal Service. These are set out in the Communications Regulation (Universal Postal Service) Regulations 2012 (S.I. No 280 of 2012).

An Post's mail services can be broadly categorised as follows:

- (i) Universal Services which it is obliged to provide under S.I. No. 280 of 2012 such as a basic letter service up to 2 kilograms and a parcel service up to 20 kilograms to every address within the State at a uniform tariff and to all destinations abroad; and
- (ii) Non Universal Services such as Express, International Courier, PostAim, Publicity Post, Passport Express, Publication Services, Admailer, Postmark and Business Collection Service.

These Terms and Conditions govern the supply of Bulk Mail USO Services.

Bulk Mail means 'Postal Packets deposited in bulk'. 'Postal Packets deposited in bulk' means a substantial number of similar postal packets deposited with a universal service provider at the same place and time, to be transported and distributed to the addressees as marked on each of the postal packets

For details of non USO services please visit the An Post website (www.anpost.ie).

An Post delivers approximately 2.5 million items every working day and handles 140 million individual Post Office transactions every year. As a member of the Universal Postal Union (UPU) mail dispatches are exchanged with each of its other 191 members.

How to Access An Post's Bulk Mail Universal Services?

An Post provides access to its Bulk Mail Universal Services to which these Terms and Conditions apply through the operation of a network of Mail Centres and designated Post Offices comprising the following elements (at date of publishing):

- Mail Centres (Dublin, Cork, Athlone and Portlaoise);
- Designated Post Offices (Company Offices and Sub Offices); and
- Meter post Collection Boxes situated in public locations; and

A collection box in urban areas is provided so that users of the postal service do not have to travel more than 1 km within a town area and 3 km within a rural area to post a letter. For more information, please visit the An Post website at www.anpost.ie.

An Post also provides collection services which are non USO services.

Other laws and regulation which apply to mail services provided by An Post

An Post in endeavouring to provide its services to its customers is obliged to comply with the requirements of a number of State Agencies (such as Customs and the Irish Aviation Authority (IAA) for inbound and outbound international mail respectively), third party contractors such as airlines, shipping companies, other postal operators and mail forwarders based in jurisdictions outside Ireland. Postal services will inevitably be impacted from time to time as a result of legal requirements of the aforementioned State Agencies and the manner in which third parties perform their obligations. However, An Post will endeavour to minimise the impact of such occurrences whenever they do occur and make alternative contingency arrangements where reasonably practical and appropriate.

What is this document and how to use it?

This document focuses on mail services provided by An Post which are Bulk Mail Universal Services. It explains the Terms and Conditions that apply to the provision of these Universal Services by An Post and also provides additional information for An Post customers when using Universal Services. Some of the terms used in this document may be legally defined terms and/or technical terms and we have provided a list of those terms and their meanings in the relevant sections of this document

This document is set out in three parts:

- | | |
|--------|---|
| Part 1 | Terms and Conditions applicable to all Universal Services |
| Part 2 | Additional Terms and Conditions applicable to specific Bulk Mail Universal Services |
| Part 3 | Definitions |

Other An Post Documents

- **Terms and conditions for Single Piece universal services** are available on the An Post website at www.anpost.ie. The Single Piece universal services are listed below:

- Single Piece - Letters
- Single Piece - Large Envelopes (also known as Large Letters)
- Single Piece - Packets
- Single Piece - Parcels
- Single Piece - Proof of Delivery
- Single Piece - Insured
- Single Piece - Postal Packets for the Blind
- Private Box and Bag
- Redirection
- Poste Restante
- MailMinder
- Business Reply
- Freepost

If you are a bulk mailer and use An Post Single Piece Universal Services, please see “*Terms and Conditions for Single Piece Universal Services and Additional Information*” on our website at www.anpost.ie for more details.

- **Mail services other than Universal Services** If you are looking for terms and conditions for mail services which are not Universal Services, please visit An Post’s website at www.anpost.ie and select the relevant mail service for more details.

The An Post Website at www.anpost.ie contains other important documents related to Universal Services such as the Schedule of Charges, Packing Guidelines, Guide to Postal Services, Authorised Meter Machine manufacturers and details An Post’s Customer Charter and Customer Service.

**TERMS AND CONDITIONS IN THIS DOCUMENT APPLY ONLY TO AN POST'S
BULK MAIL UNIVERSAL SERVICES.**

**PART 1 - Terms and Conditions applicable to all Bulk Mail Universal
Services**

Section A - Preliminary

A.1 Commencement

These Terms and Conditions shall come into operation on the [.....]

A.2 Definitions

Terms used in these Terms and Conditions are defined in the list of definitions set out in Sections B and F.

A.3 An Post not a “Common Carrier”

An Post is not and shall not be deemed to be a Common Carrier. The acceptance of Postal Packets is subject to the provisions of the 2011 Act and these Terms and Conditions.

A.4 An Post services offered subject to their availability

(1) General

Postal Packets are accepted by An Post subject to the condition that the An Post Service purchased can be provided at the time of posting.

An Post may at its discretion implement contingency measures to mitigate the impact of any disruption to services due to the act of any third party or as result of a force majeure incident or ‘Act of God’ (such as a severe weather event). Where practical these arrangements will be published on An Post’s website and, if necessary, also disseminated through Post Offices, the national print and broadcast media.

(2) Services to destinations outside the State

A service to a destination outside the State may be unavailable or restricted due to it not being provided by the postal administration of a Member Country of the Universal Postal Union or for reasons of *force majeure* or ‘Act of God’ such as a severe weather event.

A.5 Confidentiality and Inviolability of Postal Packets

The confidentiality and inviolability of Postal Packets, in the course of their transmission through the postal network is assured by An Post. Details on the nature of any Postal Packet or its contents will not be divulged to any third

party save under Section 47 or Section 54 of the 2011 Act, under other lawful authority as prescribed by Section 53(4) of the 2011 Act or under any other enactment.

A.6 Applicable Law

These Terms and Conditions are governed by the laws of Ireland and are subject to the exclusive jurisdiction of the Irish courts.

Section B – Preparing your mail for posting

B.1 Information on size and weight restrictions

(1) Postal Packet

“Postal Packet” means an item addressed in the final form in which it is to be carried by a postal service provider and includes a Letter, Parcel, Packet or any other article transmissible by post.

(2) Letter

“Letter” means a Postal Packet of minimum dimension 90 millimetre (‘mm’) x 140mm x 0.18mm (with a tolerance of 2 mm) and a maximum dimension of 235mm x 162mm x 5mm, and with a maximum weight of 100 grams, and includes a postcard;

(3) Large Letter (also known as Large Envelope)

“Large Letter” means a Postal Packet other than a Letter of minimum dimension 90 mm x 140mm x 0.18mm (with a tolerance of 2mm) and maximum dimension 300mm x 400mm x 25mm, and with a maximum weight of 500 grams;

(4) Packet

“Packet” means a Postal Packet other than a Letter or Large Envelope of minimum dimension 70mm x 100mm x 25mm and a maximum dimension of length, width and depth combined of 900mm, with a tolerance 2 mm, with the greatest dimension not exceeding 600mm and with a tolerance of 2mm and a maximum weight of 2 kilograms except in the case of a Packet for transmission by post to a postal address outside the State containing books and pamphlets where a maximum weight of 5 kilograms will apply; when the Packet is in the shape of a roll the length and twice the diameter shall not exceed 1040 mm and the greatest dimension shall not exceed 900 mm;

(5) Postcard

“Postcard” means a card of minimum dimension 90mm x 140mm x 0.18mm and maximum dimensions of 235mm x 162mm x 5mm, with a tolerance of 2mm provided it is sufficiently stiff to withstand processing without difficulties and the length is at least equal to the width multiplied by $\sqrt{2}$ (approximate value 1.4);

(6) Parcel

“Parcel” means a Postal Packet other than a Letter, Large Envelope or Packet of maximum length 1.5 metres provided that the combined

length and girth does not exceed 3 metres and the weight does not exceed 20 kilograms.

(7) Rule on Dimensional Weight of a Parcel

Where the Dimensional Weight of a Parcel exceeds its weight; the Dimensional Weight shall apply for all purposes.

B.2 Packing

(1) Packing to prevent personal injury or damage

Every Postal Packet shall be made up and secured to prevent injury to any other Postal Packet in the course of transmission by post or to any receptacle in which the same is conveyed, or to an officer of An Post or other person who may deal with such Postal Packet or to postal equipment or to third party property. Where An Post has published special rules in relation to the packing of any particular Postal Packet or article such rules shall apply.

(2) Fragile Articles

Any article contained in a Postal Packet shall be adequately packed as a protection against damage in course of transmission by post and in particular:

(a) General stipulations on Fragile Articles

An article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the article against the effect of such concussion, pressure and knocks to which Postal Packets are ordinarily exposed in transmission by post, and the Postal Packet shall bear the words 'FRAGILE; HANDLE WITH CARE' written conspicuously in capital letters on the face of the cover or envelope above the address.

(b) Articles liable to be damaged by bending

An article which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the article from being bent in the course of transmission by post, and the Postal Packet shall bear the words 'DO NOT BEND' written conspicuously in capital letters on the face of the cover above the address.

(3) General instruction on packing

Every Postal Packet (except a Postcard) shall be packed and enclosed in a reasonably strong case, wrapper, or cover, in such a manner as is calculated to preserve the contents from loss or damage in the course of transmission by post and to prevent any tampering with its contents.

(4) Sender to indemnify An Post for inadequate packing

The sender shall indemnify An Post against all loss it may incur arising from any failure by the sender to comply with this Section B.2.

(5) Postal Packets found open in the post

Postal Packets which have been discovered following their acceptance by An Post to have been insecurely wrapped or which are found to have become open during the course of transmission of post will either be resealed or inserted in special wrapping accompanied by an explanatory text on the cover or in an accompanying note to the addressee at the postal address stated on the Postal Packet.

B.3 Postal Addressing

A Postal Packet shall be delivered in accordance with Section 6(3) of the 2011 Act, provided the door aperture or delivery box is deemed to be a secure location, unless the addressee has requested an alternative service (e.g. Redirection Service or MailMinder Service).

B.4 Return Postal Address

Indicating a return postal address on cover of Postal Packet

Every Postal Packet should bear a return postal address.

The above requirements are specified in order to ensure a Postal Packet's timely return to the sender in the event of its non delivery for whatever reason and to avoid the necessity of having to open the Postal Packet to ascertain the sender's details.

To assist in the handling of Postal Packets which cannot be delivered the return address shall therefore appear in the top left hand corner on the address side of each Postal Packet or to the left of the address on a Postal Packet in roll form.

B.5 Position of Franked Impression

Where Charges are prepaid by the Frank Impression on the Postal Packet shall be in the top-right hand corner of the address side of the Postal Packet.

B.6 Charges

(1) Schedule of Charges

There shall be charged and paid upon Postal Packets the Charges specified in the Schedule of Charges. The appropriate Charge is dependent on the service, the destination, the format, weight and dimensions of the Postal Packet as set out in the Schedule of Charges.

An Post may determine the number of Postal Packets falling within each description of Postal Packet specified from time to time in the Schedule of Charges by sampling or counting Postal Packets. Costs incurred in determining the number of Postal Packets shall be chargeable in addition to Charges otherwise payable under the Schedule of Charges.

Subject to the terms of any agreement made by the sender and An Post and these terms and conditions, a sender or Consignor may benefit from a discount as specified in the Schedule of Charges.

(2) Payment due on presentation of a Postal Packet

Charges shall become due as soon as a Postal Packet is presented to An Post for delivery.

Unpaid Charges may be recoverable as a simple contract debt as provided in Section 49 of the 2011 Act.

(3) Variation of Terms and Conditions

Any condition, term, standard or requirement in these Terms and Conditions which affects or relates either to:

- (i) the eligibility, of a Postal Packet to be included in a service, or
- (ii) the eligibility or entitlement of a person to use, avail of or benefit from service,

may be waived, dispensed with or varied by An Post in any individual case and as regards any person, or generally from time to time, provided that such waiver, dispensation or variation meets the

reasonable needs of postal service users or is one which would or is calculated to increase the use of service by any person or group or class of persons

(4) Refunds

- (a) Subject to these Terms and Conditions An Post may in any case in which it considers it just, reasonable or advantageous to do so, refund to any person a Charge which is paid to it in relation to a service and may attach such conditions to such refund as it deems to be equitable and appropriate.
- (b) Refunds will be subject to an administrative Charge which shall be set out in the Schedule of Charges.
- (c) The conditions on refunds in respect of spoilt Franking Impressions are outlined below:
 - (i) For spoiled Franking Impressions no Charge shall be made for less than 20 Postal Packets per day.
 - (ii) A service Charge as specified in the Schedule of Charges shall be applied to more than 20 Postal Packets.
 - (iii) The entire envelopes, wrappers or address labels shall be submitted.
 - (iv) No refund shall be given for Franking Impressions which are not surrendered within one month of the date of the Franking Impression.

(5) Selection of service in case of doubt or dispute

An Post may in case of doubt or dispute arising from the manner in which a Postal Packet is made up or presented, decide under which service it shall be or has been conveyed. Where it is unavoidable a service other than that chosen by the sender may be used to convey the Postal Packet to its destination.

(6) Deposit payable by Consignor

An Post may require the Consignor of Postal Packets to which these Terms and Conditions apply to pay such amount, as it may prescribe from time to time, by way of security for Charges payable. An Post may refuse or return at its reasonable convenience Postal Packets if the amount so prescribed is not paid to An Post.

An Post may require the Consignor of Postal Packets to complete a billing document in a form provided by An Post and to deliver it to An Post when posting the Postal Packets to which it applies. The billing document must show the service, number, format, weight, dimensions and destination of the Postal Packets.

(7) Re-direction

If the addressee is no longer resident at the postal address stated on the Postal Packet, the Postal Packet may be re-directed to the same addressee at the addressee's new postal address in the State and there shall be charged in respect of each such re-direction and (if not previously paid) shall be paid by the addressee thereof upon the delivery of such Postal Packet an additional Charge. The additional Charge is equal in amount to the Charge originally chargeable thereon, provided that An Post may remit such additional Charge in the case of a Parcel if the Parcel is re-directed to a postal address served from the same Delivery Office.

(8) Re-direction of Postal Packet to evade postage

Any Postal Packet which is re-directed, or purports to be re-directed, and which appears to have been opened before being re-directed or treated in a manner designed to evade the payment of any Charge payable thereon, shall be dealt with and charged as an unpaid Postal Packet or otherwise dealt with as determined by An Post. Handling charges are set out in the Schedule of Charges.

(9) Fraudulent or improper use of postage stamps or Franking Impression

Any non postage stamp or impression or label or design, likely to be mistaken for a postage stamp or Franking Impression, shall not be affixed or printed on the address side of a Postal Packet. Postage stamps which have been cancelled shall not be used to prepay a Postal Packet. Where a Postal Packet is found to bear any non postage stamp, impression, label, design or cancelled postage stamp it shall be dealt with and charged as an unpaid Postal Packet or otherwise dealt with as determined by An Post. Handling Charges are set out in the Schedule of Charges.

(10) VAT

Services provided under these Terms and Conditions are presently exempt from VAT. If Value Added Tax is payable on any Service, Value Added Tax shall be payable in addition to the Charge.

B.7 Modes of prepayment

(1) Obligation to prepay Charges for services

Any Charge payable in respect of a Service must be prepaid unless An Post and the person liable to such Charge have otherwise arranged.

Postal Packets which do not bear the correct Charge shall be dealt with in accordance with Section 47 of the 2011 Act.

A person who regularly makes extensive use of the postal service may, with the consent of An Post, open an account facility for the payment of Charges, custom duties, excise duty, value added tax and other sums subject to the conditions as may from time to time be prescribed. An Post may withdraw the account facility at its discretion.

An Post shall in any case where, with its agreement, payment of Charges has not been made in advance render to the sender on or after the last day of each month an invoice showing the Charges due in respect of the services provided during the said month and the sender shall pay to An Post the full amount shown on the said invoice within 30 days of the date thereof unless otherwise agreed.

A Charge may be prepaid by any of the methods which are listed below in B.7(1)(a), (b), (c) and (d).

(a) By labels

Charges can be prepaid by adhesive labels printed by An Post at a Post Office.

(b) By Franking Impressions

Charges can be prepaid by impressions of a Postal Franking Machine under the direction or by the permission of An Post.

(c) By Ceadúnas (Prepaid Posting under Special Licence)

Charges can be prepaid by the use of a Ceadúnas envelope cover, postcard, or other form. For clarification, Ceadúnas is a payment method, not a USO service.

(d) By other means

Charges can be prepaid in such other manner as An Post may from time to time prescribe provided that Postal Packets bearing a Ceadúnas or Franking Impression and Postal Packets intended for impression by a Franking Machine shall be accepted only at designated places and within such hours and under and subject to such rules, conditions and restrictions as An Post shall from time to time prescribe.

(2) Payment not to be prejudiced by disputes

A claim or counterclaim made shall not be made the reason for deferring or withholding payment of monies payable or liabilities incurred to An Post.

(3) Interest chargeable on overdue credit accounts

All amounts outstanding greater than thirty (30) days from the date of invoice shall be subject to an interest rate charge of 1.5% per month compound interest for each month for which the amount remains unpaid unless otherwise prescribed.

(4) Cancellation

There is no requirement to cancel Franking Impressions on a Postal Packet.

B.8 Prohibitions

(1) Contents prohibited and items outside maximum weight and dimensions

There shall not be posted or conveyed or delivered by post any Postal Packet which contains any of the items listed in Section B.8.4 or which is outside of the maximum dimensions or weight set out in Section B.1.

(2) Sender's liability for contravening B 8.1

The sender of a Postal Packet which contravenes Section B.8.1, shall be liable for all costs incurred in its disposal and for all loss arising from damage to other Postal Packets or to An Post staff or equipment or for loss arising from delays or disruption to service. An Post shall have no obligation to return the Postal Packet to the sender or to deliver it. An Post may dispose of it as it thinks fit and shall incur no liability to the sender.

(3) An Post rights not to deliver and to dispose of item

Postal Packets containing or consisting of any item which is prohibited under Section B. 8.1 may be delivered subject to such restrictions or requirements as An Post may specify from time to time.

(4) Definitions relating to Prohibited Items

The following definitions apply to this Section:

- (a) “ADR” means the European Agreement concerning the International Carriage of Dangerous Goods by Road 2006, volumes 1 and 2 as may be amended from time to time;
 - (b) “ADR Category A” means Category A substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an Infectious Substance which is carried in a form that, when exposure to it occurs, is capable of causing permanent disability, life threatening or fatal disease to humans or animals;
 - (c) “ADR Category B” means Category B substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an infectious substance which does not meet the criteria for inclusion in ADR Category A;
 - (d) “ADR Packaging Instructions P650” means the packaging instruction applied to UN 3373 set out in section 4.1.4 of volume 2 of the ADR as may be amended from time to time, a copy of which is available for inspection on the An Post website (www.anpost.ie) and from Post Offices;
 - (e) “Biological Substance, Category B” means any Infectious Substance which is assigned to UN 3373 of the ADR;
 - (f) “Clinical Wastes” means wastes derived from the medical treatment of animals or humans or from bio-research;
 - (g) “Cultures” means the result of a process by which pathogens are amplified or propagated in order to generate high concentrations thereby increasing the risk of infection when exposure to them occurs. This definition refers to cultures prepared for the intentional generation of pathogens and does not include cultures intended for diagnostic and clinical purposes;
 - (h) “Infectious Substances” means substances which are known or are reasonably expected to contain Pathogens, and including infectious substances affecting humans, infectious substances affecting humans and animals, infectious substances affecting animals only, Clinical Wastes and biological specimens; and
 - (i) “Pathogens” means micro-organisms (including bacteria, viruses, rickettsia, parasites, fungi) and other agents such as prions, which can cause disease in humans or animals.
- (5) Detailed List of Prohibitions

5.1 The following items may not be included in a Postal Packet:

- (a) Consisting of or containing any indecent or obscene print, painting, photograph, lithograph, cinematograph film, engraving, book or card, or any other indecent or obscene article, whether similar to the above or not;
 - (b) Having thereon, or on the cover thereof, any words, marks, or designs of an indecent, obscene or grossly offensive character; and
- (a) Consisting of, or containing:
- (i) dangerous, toxic, poisonous or Infectious Substance; other than Biological Substances, Category B exchanged between officially recognised senders as determined by An Post or the sender's competent authority which have not previously been carried by sea or air; and which are packed and labelled in accordance with sub-section 4 of this Section;
 - (ii) explosive substance of any type;
 - (iii) any filth;
 - (iv) firearms; military ordnance, replica firearms, replica or inert explosive devices;
 - (v) corrosives, acids, paint removers;
 - (vi) oxidising substances or organic peroxides;
 - (vii) compressed liquidized or dissolved gases;
 - (viii) dry ice;
 - (ix) Flammable or Corrosive solids or Liquids;
 - (x) materials liable to spontaneous combustion;
 - (xi) paints, varnishes, dyes;
 - (xii) radioactive materials (except under licence);
 - (xiii) living creatures and vegetables;
 - (xiv) prescribed or dangerous drugs (except under statutory licence);
 - (xv) mercury materials deemed illegal or prohibited by any government authority;
 - (xvi) organic or biological materials likely to perish in transit;
 - (xvii) sharp instruments not properly protected;
 - (xviii) any noxious or deleterious substance;
 - (xix) any article or thing which is likely to injure any other Postal Packet in course of transmission by post or any receptacle in which same is conveyed or an officer of An Post or any other person who may deal with the Postal Packet or postal equipment or third party property;
 - (xx) containing any article liable to customs duty unless the importation of such articles by post is permitted by the country to which the Postal Packet is addressed and there is affixed to the Postal Packet a customs label in the prescribed form; and
 - (xxi) counterfeit or pirated items.

5.2 A Postal Packet is prohibited:

- (a) which does not bear a customs or security declaration as to its contents, where required to so to do;
- (b) bearing any Fictitious Postage Stamp or any counterfeit impression of a stamping machine or a Postal Franking Machine or Ceadúnas or label used under the direction or falsely indicating the Charge postage has been paid or is not due;
- (c) purporting to be prepaid with any mark, stamp-label or impression of a stamping machine or a Postal Franking Machine which has been previously used to prepay Charges in respect of any other Postal Packet;
- (d) having thereon or on the cover thereof any words, letters, labels or marks (used without due authority) which signify or imply, or may reasonably lead the recipient thereof to believe, that the Postal Packet is sent by someone other than the sender;
- (e) of such form or so made up for transmission by post or having thereon or on the cover thereof any words, marks, or designs of a character likely to embarrass the officers of An Post in dealing with the Postal Packet;
- (f) having anything written, printed, or otherwise impressed upon or attached to any part of that side of the Postal Packet which bears the address at which the Postal Packet is to be delivered, which, either by tending to prevent the easy and quick reading of the address of the Postal Packet, or by inconvenient proximity to the mark or marks or stamp or stamps used in the payment of postage, or in any other way, is in itself, or in the manner in which it is written, printed, impressed, or attached, likely to impede the officers of An Post in dealing with such Postal Packet;
- (g) the cover whereof or the part thereof reserved for the address is divided into separate sections for the insertion of successive addresses or bears unauthorised marks or designs;
- (h) containing any Document, gold, platinum or other precious metal, currency, security, goods (including stamps) or other article, commodity, or thing the exportation or importation of which (as the case may be) is subject to control, restriction or prohibition under any law of the State or any other country for the time being in force, except, in so far as the exportation or

importation (as the case may be) is authorised in accordance with the provisions of such law;

- (i) containing a passport unless it is contained in an Inland Registered (Proof of Delivery) Postal Packet which weighs less than 2kg and is not sent to a Foreign destination;
- (j) containing Paper Money or Coins save as otherwise permitted in these Terms and Conditions; and
- (k) containing items referred to in IAA (Irish Aviation Authority) notices.

5.3 Foreign Postal Packets shall not contain

- aerosols;
- toner and ink cartridges;
- Liquids of any kind (including water, alcohol, gels, creams, aftershaves and perfumes); or
- items prohibited or restricted by IATA (International Air Transport Association, ICAO, (International Civil Aviation Organisation) any government department or regulatory body.

5.4 Postal Packets containing Biological Substances Category B shall be packed in accordance with ADR Packaging Instructions P650 and any special rules published under Section B.2 and clearly marked "Biological Substance Category B". The return address of the sender shall appear on the top left hand corner of the address side of the Postal Packet, and the sender shall indicate on the outside of the Postal Packet which biological substances the Postal Packet contains in the manner required by An Post.

5.5 Where An Post has prescribed any particular colour, form or design for use in relation to a particular class of Postal Packets, for transmission by post no other Postal Packet of such colour, form or design may be posted.

5.6 The following items are excluded from compensation although not prohibited as contents if posted in a Postal Packet to all addresses within and outside the State:

- Cash and Coins;
- Bank Drafts;
- Vouchers with monetary face value (other than postage stamps);
- Passports;
- Jewellery; and

- Precious metals such as platinum, gold or silver, whether manufactured or not in the form of a finished article.

(6) **Maximum weight of mail bags**

A mail bag containing Letters, Large Packets, or Packets, weighing more than 30 kilograms shall not be accepted by An Post. A Parcel, or bag of Parcels, weighing more than 30 kilograms shall not be accepted by An Post.

B.9 Customs and other requirements for Universal Services

(1) Applicable legislation

The provisions of the Foreign Parcels (Customs) Warrant, 1885 and of any other Warrant made under Section 14 of the Post Office (Parcels) Act, 1882 shall apply to all Foreign Postal Packets to which these Terms and Conditions relate in like manner as they apply to Parcels.

(2) Details on sender and contents

All Foreign Postal Packets shall have endorsed on them or be accompanied by documentation or forms supplied by An Post and attached to them, identifying the contents and the sender's name and address. Details should be written in French, or in some other language generally known in the Country of destination and preferably be typed.

(3) Customs documentation

All Foreign Postal Packets shall have affixed to them such correct and complete customs documentation as required by law or as An Post may from time to time prescribe.

(4) Procedures to be observed

(a) Foreign Postal Packets

Postal Packets addressed to destinations outside the EU may be subject to delay due to customs examination. A completed Aviation Security Declaration must be applied to all Postal Packets sent to EU destinations.

(b) Postal Packets arriving from non EU countries

Postal Packets from all countries are liable to be subject to examination by Customs. Postal Packets from non EU countries may attract Customs duty and VAT.

A Charge is charged by An Post as set out in the Schedule of Charges for customs clearance of parcels imported from

countries outside the European Union. This Charge is in addition to any duty or VAT payable.

(c) Collection of Customs Fees

- (i) Postal Packets < €650: with 'docket' affixed forwarded to An Post by Customs. No invoice is issued. An Post shall collect the Charges on delivery.
- (ii) Postal Packets > €650: Charges are to be paid by the addressee upon collection of the Postal Packet at the relevant An Post Mail Centre. Customs write directly to the addressee. A SAD (Single Administrative Document) has to be completed and a customs agent is usually involved.

Section C - An Post offices of acceptance for bulk mail universal services and how An Post will deliver postal packets

C.1 Delivery within the State

An Post is obliged to deliver to the home or premises of every person or business throughout the State.

The timeframe for An Post to deliver is dependent on the service required.

C.2 International delivery (including average forwarding times)

Information on estimated delivery forwarding times applying to Foreign destinations for An Post customers can be found on the An Post website at www.anpost.ie.

Website addresses available in English for the major postal operators are also on the An Post website at www.anpost.ie . Import prohibitions and restrictions are available from the UPU.

C.3 If An Post can't deliver

(1) Obligation to make one attempt at delivery

An Post is obliged to make only one attempt at delivery.

In the case of any property with a delivery box in both a porch (or first) door and main door, the delivery box in the porch (or first) door will be used for delivery.

In apartment and office buildings, where a bay of delivery boxes is provided in the lobby, An Post may deliver to each individual box provided that it has been granted physical access by the owner or management company to the building.

Some Postal Packets cannot, on account of their size, be inserted through a delivery box. In these circumstances, An Post will attempt to deliver the Postal Packet by physically handing the item over at the address. If this is not possible, An Post will leave a docket advising the addressee on how to collect mail. (See C3 (2) below).

An adequate delivery box or aperture should be in place to receive Postal Packets which meets I.S. EN 13724:2013 standard published by the National Standards Authority Ireland (NSAI).

(2) No person at postal address to accept Postal Packet at time of delivery

Where due delivery cannot be completed, or where a Postal Packet exceeds the maximum dimensions or weight specified in Section B.1, An Post may leave a docket at the postal address of the addressee or sender, if returned as undeliverable to the postal address of the sender, indicating where and when the Postal Packet may be collected. An addressee may collect the Postal Packet at the times set out on the docket and subject to payment of any applicable Charges specified in the Schedule of Charges. Postal Packets may be held for 5 Working Days. Foreign Postal Packets may be held for 16 Working Days.

Postal Packets which it has not been possible to deliver shall be retained for collection at a local Post Office notified on the docket for the following periods:

- 5 Working Days for Postal Packets posted and delivered to postal addresses within the State
- 16 Working Days for all Postal Packets from outside the State
- 3 months for Poste Restante

The instructions for retrieving the Postal Packet, including the times and place of collection, are indicated on the docket.

(3) What is deemed undeliverable?

An Post, despite its best endeavours, may be unable to deliver to an address. A Postal Packet may be deemed undeliverable for a number of reasons. These could be because of any one of the following:

- The addressee is unknown at the postal address stated, has moved or is deceased, has refused the Postal Packet, neglected to pay customs duty or has failed to claim the item within the specified time where a docket notification had to be left (see Section C 3.2 above).
- The postal address is insufficient or incomplete (“for want of a true direction”)
- Access to the home or premises is obstructed (a locked security door or no obvious delivery point in situ such as a door aperture or a post box) or is hazardous such as flooding or due to the presence of a dangerous dog.
- Action by the Customs authorities to refuse the release of a Postal Packet on account of its contents which could culminate in its seizure or where an addressee refuses to pay customs duty and VAT levied by Customs.

- Action by An Post for health and safety reasons to dispose of any Postal Packet which due to the perishable or dangerous nature of its content poses a serious risk to the safety of An Post staff or to other Postal Packets.

Where the postperson is unable to deliver for whatever reason, a “Return to Sender” adhesive label is completed and attached to the Postal Packet prior to be returned.

(4) Underpaid postage to be paid by addressee

Underpaid Postal Packets shall on delivery, be subject to the Charges specified in the Schedule of Charges or may be refused, detained, deferred, withheld, returned or disposed as prescribed under Section 47 of the 2011 Act.

(5) An Post powers to include right to open Postal Packets

An Post may refuse, detain, defer, withhold, return, dispose of and open Postal Packets in exercise of its powers under Section 47 of the 2011 Act.

Postal Packets may be opened by an officer of An Post under Section 47 (3) of the 2011 Act where the name and address of the sender cannot be ascertained from the cover, when such Postal Packets are deemed to be:

- Undeliverable in accordance with section 47(4) of the 2011 Act;
- Awaiting collection ‘poste restante’ (addressed ‘care of’ a Post Office or ‘General Delivery’) and not collected;
- Due for collection and not collected and there is no external return address visible; or
- Not in compliance with the Terms and Conditions for the transmission of Postal Packets (e.g. unpaid or underpaid Postal Packet where there is no external return postal address visible).

Postal Packets may also be opened by an officer of An Post, notwithstanding the fact that the name and address of the sender appear on the cover, under Section 53(4) of the 2011 Act -

- Pursuant to any of the powers as to the transmission of Postal Packets as set out in Section 47 of the 2011 Act;
- Pursuant to a direction given by the Minister under Section 110 of the Postal and Telecommunications Services Act of 1983 as applied by Section 54 of the 2011 Act; or
- Under other lawful authority (e.g. at the direction of a Customs Officer).

(6) Postal Packet with no Return Address

Where the name of the sender cannot be ascertained from the cover of a Postal Packet or its contents, the Postal Packet may be retained under Section 47 of the 2011 Act pending a claim from the sender or addressee. In the absence of any claim within

- (a) a period of one (1) month of receipt of the Postal Packet; or
- (b) three (3) months of posting the Postal Packet for delivery in the State; or
- (c) six (6) months of posting for a delivery outside the State,

the Postal Packet may be disposed of by An Post

(7) Applicable Charges

Notwithstanding anything herein contained, a Postal Packet shall not be given up or returned to the sender except upon payment by the sender of any Charge to which the Postal Packet has become liable. Details of this Charge can be found in the Schedule of Charges.

(8) Powers to dispose of Postal Packets

In the event that a Postal Packet is not collected either because the sender or addressee fails to prove to the satisfaction of An Post that the sender or addressee is entitled to receive the Postal Packet, or refuses or fails to pay any Charges to which the Postal Packet has become liable, the Postal Packet may be dealt with or disposed of in such manner as An Post may in its discretion decide.

If An Post directs the contents of the Postal Packet to be sold, the proceeds may be applied to pay the Charges (including Customs Charge(s)) to which the Postal Packet is subject and any related administrative costs and the balance of the proceeds of sale may be returned to the sender or otherwise disposed of as An Post decides.

Any Postal Packet in the possession of An Post which becomes offensive or injurious to any officer of An Post, or other person, or to other Postal Packets, or which is likely from its character or condition to become offensive or injurious as aforesaid, or to become valueless before it can be delivered or otherwise dealt with in accordance with the provisions of these Terms and Conditions, may forthwith be dealt with or disposed of by An Post, notwithstanding that the provisions of these Terms and Conditions as to the return of such Postal Packet have not been, or have only partially been, complied with.

(9) Provision by addressee of evidence of identity or of signature

An Post may require proof to its satisfaction that an applicant for a Postal Packet is entitled to receive the Postal Packet.

Any Postal Packet which requires a signature will only be handed over on receipt of a signature at the address.

(10) Refusal or neglect to pay Customs Charges and Charges

Where a Postal Packet cannot be delivered by reason that the addressee has refused or neglected to pay the Customs or other Charges thereon, or for any other reason, the sender may request that the Postal Packet be:

- (a) delivered to an alternative addressee if the name and address of the alternative addressee have been furnished by the sender or addressee; or
- (b) the Postal Packet may be delivered or re-transmitted to the original address thereof at the request of the sender or addressee.

In either case, there shall be charged and paid by the addressee to whom the Postal Packet is delivered an additional Charge stipulated in the Schedule of Charges at the appropriate rate chargeable for transmission from the original to the substituted address, or in respect of such delivery or re-transmission as the case may be.

C.4 Endorsements (authorised markings and labels on Postal Packets)

(1) Permission for use of markings and labels

Except with the special permission of An Post, nothing shall be written, printed, or otherwise impressed upon, or across, the stamp on any Postal Packet.

(2) An Post right to apply markings and labels

An Post may write, print or otherwise impress on any Postal Packet such words, figures, labels, stickers or post mark dyes as it considers appropriate, for revenue protection, quality control, redirection, Customs or record purposes or pursuant to a direction under Section 110 of the Postal and Telecommunications Services Act 1983 and for the purpose of advertising and publicity (including publicity for An Post's own services) and advertising in accordance with such arrangement as may be entered into between An Post and the advertiser.

Postal addresses on undeliverable Postal Packets returned to the sender will be covered by a removable label indicating reasons for non-delivery. Undeliverable Postal Packets originating outside the

State may either bear such a label or have the address struck out while remaining legible.

C.5 An Post Offices of Acceptance for Bulk Mail Universal Services

The An Post Offices of Acceptance for Bulk Mail Universal Services are as listed on the An Post website at www.anpost.ie which may be updated from time to time.

Section D - IF THINGS GO WRONG....

D.1 Guide to making a complaint - “Getting it Sorted”

An Post outlines its commitments to its customers in a booklet entitled “*Getting it Sorted*”. The current version of this document, which contains the principles which underpin An Post’s *Customer Charter*, is available on the An Post website at www.anpost.ie or in An Post Post Offices.

D.2 Deadlines for the submission of complaints

(1) Deadlines for the submission of a complaint

Any claim for damage or delay to a Postal Packet must be made in writing to An Post.

Customers may submit a complaint within the following periods:

- Postal Packets received within the State: One month from date of receipt of Postal Packet;
- Postal Packets posted within the State: Three months from date of posting of Postal Packet;
- Postal Packets posted outside the State: Six months from date of posting of Postal Packet;
- Non Postal Packet related complaints: One month from issue causing complaint; and
- If the complaint falls outside these timelines and the customer has all the relevant documentation, An Post will endeavour to resolve the complaint, if reasonably possible.

D.3 Compensation for Loss, Damage or Delay

(1) Limit of liability

Save as otherwise provided in these Terms and Conditions, An Post shall have no liability to the sender or to the addressee of any Postal Packet lost, damaged or delayed in any service provided pursuant to these Terms and Conditions.

(2) No compensation shall be paid for consequential loss or for the cost of the contents.

(3) No liability for interruption to service

An Post shall be immune from all liability of every sort and kind in respect of any loss or damage suffered by the sender because of (a) any failure or delay in providing, operating or maintaining a postal service to which these Terms and Conditions apply or (b) any failure, interruption, suspension or restriction of a postal service provided under these Terms and Conditions.

PART 2 - Additional Terms and Conditions applicable to specific Bulk Mail Universal Services

Section E - Universal Postal Services

E.1 Introduction - ComReg Regulations (2012)

The following provisions specify the Bulk Mail Universal Services which An Post is obliged to provide under its Universal Service Obligation as outlined in Communications Regulation (Universal Postal Service) Regulations 2012 (S.I. No. 280 of 2012). This section sets out the Terms and Conditions for each Bulk Mail Universal Service described which apply in addition to the Terms and Conditions set out for all services in Part 1.

E. 2 Domestic Bulk Services - Inland Postal Packets posted in Mailings having a minimum number of Postal Packets in a particular format and weight band specified in the Schedule of Charges may qualify for the discount specified in the Schedule of Charges.

In addition to any terms and conditions which have been specified for a particular Bulk Mail Universal Service in Sections E.3 – E.6 inclusive, the terms and conditions listed in this Section E.2 must be complied with:

1. A minimum number of Postal Packets specified in the Schedule of Charges with the same Ceadúnas number or meter frank impression must be presented in each Mailing and at the same time at one An Post Office of Acceptance;
2. Postal Packets to be conveyed by An Post using an An Post Bulk Mail Universal Service shall be presented in bundles containing a specified number of Postal Packets in each bundle in accordance with requirements detailed by An Post on its website at www.anpost.ie ;
3. Postal Packets shall be presented at an An Post Office of Acceptance at or before the time specified for the Bulk Mail Universal Service selected;
4. Postal Packets shall be presented either in trays provided by An Post with all postal addresses facing the same way or in bags provided by An Post as required by An Post and as detailed on the An Post website at www.anpost.ie. Trays and bags provided by An Post are and remain the property of An Post and shall be returned to An Post on request. An Post reserves the right to carry out a review and/or stock count of trays and bags provided by An Post to a postal user for use in connection with the postal services to which these Terms and Conditions apply;

5. A return address shall be on the front of the envelope in the top left hand corner;
6. A docket provided by An Post or generated from an An Post system for each individual Mailing recording the details of the number of Postal Packets posted at each Charge for each weight step, product codes and the total number of Postal Packets shall be presented with the Mailing;
7. The cover of the Postal Packets to be sent using the selected Bulk Mail Universal Service shall bear the An Post approved pre-printed (Ceadúnas) logo which denotes prepayment of postage;
8. Postal Packets bearing postage stamps or Franked Impressions shall not be included with Postal Packets bearing a Ceadúnas logo; and
9. Postal Packets within an individual Mailing shall be separated by reference to identifiers such as applicable product codes and weight bands which differentiate those Postal Packets.

E.3 Domestic Bulk Services - “Delivery Only”

A service for the clearance, transport and distribution of “Postal Packets deposited in bulk” for “delivery only”.

Terms and Conditions in addition to those above contained in Part 1 and E.2

Postal Packets presented under the Bulk Mail Universal Service identified in Section E.3 shall:

- consist of a minimum of two thousand (2,000) Postal Packets in each individual Mailing;
- be Pre-sorted; and
- shall be presented at the An Post Office of Acceptance before 5.30 pm.

E.4 Domestic Bulk Services - “Deferred Delivery”

A service for the clearance, transport and distribution of Postal Packets deposited in bulk” for “deferred delivery”.

Terms and Conditions in addition to those above contained in Part 1

Postal Packets presented under the Bulk Mail Universal Service selected from the Bulk Mail Universal Services described in this Section E.4 shall, for

- Deferred automated processing for Machineable Letters or Machineable Large Envelopes:

- consist of a minimum of two thousand (2,000) Postal Packets in Machineable Letter or Machineable Large Envelope format in each individual Mailing;
 - be presented at an An Post Office of Acceptance before noon; and
 - Be Auto-sorted to a minimum level of at least 85% of all Postal Packets presented.
- Deferred processing for Packets:
 - Consist of a minimum of two thousand (2,000) Packets in each individual Mailing; and
 - be presented at an An Post Office of Acceptance before noon.
- Deferred processing for Packets:
 - Consist of a minimum of two hundred (200) Packets in each individual Mailing;
 - be presented at an An Post Office of Acceptance before noon; and
 - bear a Meter Frank Impression on each Packet.
- Deferred automated processing for Machineable Letters or Machineable Large Envelopes:
 - Consist of a minimum of two hundred (200) Packets in Machineable Letter or Machineable Large Envelope format in each individual Mailing;
 - be presented at an An Post Office of Acceptance before noon;
 - bear a Franking Impression on each Packet; and
 - be Auto-sorted to a minimum level of at least 85% of all Machineable Letters or Machineable Large envelopes presented

E.5 Bulk Services to destinations outside the State (Outgoing Cross Border) - pre sorted by destination

A service for the clearance, transport and distribution of foreign “Postal Packets deposited in bulk” pre-sorted by country of destination.

Terms and Conditions in addition to those above contained in Part 1

Postal Packets presented under the Bulk Mail Service described in this Section E.5 shall,

- be securely tied in bundles with the postal addresses arranged in the same direction face up and placed lengthwise on the cover;

- be enclosed in bags or trays provided by An Post and each bag or tray shall be labelled with a label provided by An Post;
- consist of a minimum of:
 - fifty (50) Postal Packets per destination; or
 - one kilogram (1kg) in weight in the case of Postal Packets which are Letters; and
- consist of a minimum of three kilograms (3kg) in the case of Postal Packets presented which are Parcels, Packets or Large Letters.

E.6 Bulk Services originating outside the State (Incoming Cross Border) - for Foreign postal operators only

A service for the sorting, transport and distribution of Postal Packets deposited with An Post at an Office of Exchange within the State by the Designated Operator of a signatory to the Universal Postal Convention, acting as such providing that:

- (i) The senders of the Postal Packets concerned are present in the territory of the relevant signatory to the Universal Postal Convention when the Postal Packets are deposited at an access point of the Designated Operator for transmission by post; and
- (ii) When the signatory of the Universal Postal Convention is also a Member State of the EU subject to compliance with section 29(1) of the 2011 Act.

SECTION F

F.1 Definitions

In these Terms and Conditions—

“**2011 Act**” means the Communications Regulation (Postal Services) Act 2011;

“**Annual Licence**” shall mean a licence issued by An Post for a period of twelve months unless otherwise stated thereon

“**An Post Office of Acceptance**” means the An Post facilities referred to in Section C.5 and such other facilities as may be updated from time to time and displayed on the An Post website at www.anpost.ie which facilities are designated for the presentation of Postal Packets to be sent with the Bulk Mail Universal Service(s) selected to which these Terms and Conditions apply;

“**Auto-sort**” means sortation by An Post automated sorting equipment without manual intervention;

“**Aviation Security Declaration**” means an An Post form which customers sending items to European Union destinations shall complete and shall be attached to all Postal Packets containing goods (excluding Documents), which are being posted to any EU destination, with the exception of Northern Ireland.

“**Bulk Mail Universal Services**” means the An Post services described described in these Terms and Conditions for Postal Packets deposited in bulk consisting of a substantial number of similar Postal Packets deposited with An Post at the same place and time, to be transported and distributed to the addressees as marked on each of the Postal Packets

“**Ceadúnas**” means a mark in a form designated by An Post to indicate the Sender has entered into an arrangement with An Post pursuant to Section B.7 or has otherwise paid postage in a manner acceptable to An Post;

“**Certificate of Posting**” means a receipt, including a transactional receipt, issued by An Post in respect of a Postal Packet and, includes a receipt endorsed by An Post on a Posting Book;

“**Charge**” includes postage, postage amount, price, tariff, fee or rate of postage;

“**Coin**” means coin and includes coin of all kinds, whether or not legal tender in the State or elsewhere;

“**Commission**” or “**ComReg**” means the Commission for Communications Regulation;

“**Consignor**” means a person who presents a Postal Packet to An Post for delivery and includes a sender, a postal service provider (within the meaning of the 2011

Act) and a foreign postal administration but does not include a person who presents Postal Packets to An Post for delivery if that person:

- (a) is an agent of An Post for the provision of Postal Services, or
- (b) is providing transport services to An Post;

“Customs Authority” means the Revenue Commissioners and, when in connection with jurisdictions other than the State, an entity of such jurisdiction empowered by law to administer the customs regime for the control of imports and exports and collection of duties and levies on behalf of that jurisdiction and, where applicable, a customs union such as the European Union;

“Delivery Office” means an office managed by An Post for the purposes of processing Postal Packets immediately prior to the activity of delivery to the addressee;

“Designated Operator” has the meaning assigned to it by Article 1.8 of the Universal Postal Convention;

“Deferred Delivery” means sortation at least one Working Day after the Postal Packet enters the public postal network;

“Dimensional Weight” means length x width x depth (in centimetres) divided by 6000 and rounded up to the nearest kilogram;

“Documents” means items bearing manuscript, typed or printed text contained on (i) paper, parchment, vellum or similar material or (ii) in electronic form, on and/or retrievable from, whether directly or indirectly, any media storage device, including but not limited to any form of computer, USB key, CDs, DVD and/or any other device capable of storing content and/or documents;

“Europe” means the European Union, European Economic Area and Switzerland and destinations listed on the An Post website at www.anpost.ie;

“Exceptionally Fragile Article” means any article including but not limited to articles constructed of or from glass, ceramics or porcelain, which by its intrinsic nature is liable to suffer damage as a consequence of routine processing whilst in the postal system which would include the effects of not being maintained in an upright position or of the effects of normal variations in temperature or humidity levels even in circumstances where all due and proper care is taken;

“Fictitious Postage Stamp” means any facsimile or imitation or representation of any stamp, or franking impression for denoting any rate or duty of postage or Charge whether of the State or of any other country or State or any other postal service provider;

“Firearms” means firearms as defined in Section 4(i) of the Firearms and Offensive Weapons Act 1990;

“Flammable or Corrosive Solids or Liquids” means all flammable or corrosive solids or liquids, which, if there was a leakage from their packaging or container, would be reasonably liable to soil or contaminate other Postal Packets or be injurious to staff or to their clothes or pose a risk of possible damage to postal equipment, furniture and premises;

“Foreign” when used in relation to any Postal Packet of any description thereof means posted in the State and addressed to a place outside the State or Northern Ireland;

“Fragile” when used in relation to any Postal Packet of any description thereof means a Postal Packet containing articles which are liable to break easily and which are to be handled with special care and are clearly marked or labelled accordingly;

“Franking Impression” means the printed postal mark produced by a Postal Franking Machine that includes the Charge, date of posting and may also include a Slogan Die impression;

“Girth” means 2 x (depth plus width);

“Incoming Cross Border” means addressed to a place in the State and sent from outside the State;

“Inland” when used in relation to any Postal Packet or any description thereof, means posted within the State and addressed to some place in the State or Northern Ireland;

“Liquid” means a substance that flows freely but is of constant volume, having a consistency like that of water or oil;

“Jewellery” means:

- (a) gold, silver, or platinum or other precious metal in a manufactured state, that is to say, a state in which value is added to the raw material by skilled workmanship, and includes any coins used or designed for the purposes of ornament;
- (b) diamonds and precious stones;
- (c) watches, the cases of which are entirely or mainly composed of gold, silver or platinum or other precious metal; and
- (d) any article of a like nature which, apart from workmanship, has an intrinsic or marketable value;

“Large Envelope” is as defined in Section B.1 of these Terms and Conditions;

“Letter” is as defined in Section B.1 of these Terms and Conditions;

"Machineable Large Letter" means a Machineable Postal Packet which has Minimum dimensions of 160mm x 250mm x 0.75mm and Maximum dimensions of 162mm x 350mm x 18 mm and weighs no more than 500 gram;

"Machineable Letter" means a Machineable Postal Packet which has Minimum Dimensions of 90 millimetres x 140 millimetres x 0.18 millimetres; and Maximum Dimensions of 162 millimetres x 230 millimetres x 5 millimetres and weighs no more than 100 grams;

"Machineable Postal Packet" means a Postal Packet which is capable of being processed by An Post's automated sorting equipment and which is a Machineable Letter or a Machineable Large Letter;

"Mailing" means a consignment of Postal Packets presented to An Post at the same time for delivery on the same day;

"Office of Exchange" has the meaning assigned to it by Article 169 of the Letter Post Regulations adopted by the Universal Postal Union;

"Outgoing Cross Border" when used in relation to any Postal Packet or any description thereof means posted in the State for delivery outside the State;

"Packet" is as defined in Section B.1 of these Terms and Conditions;

"Paper Money" means:

- (a) legal tender notes; notes of any bank of issue, or notes which are currency, in Ireland or any other country or state;
- (b) postal money orders or foreign currency drafts;
- (c) unobliterated postage or revenue stamps, whether embossed or adhesive;
- (d) exchequer bills, bank post bills, bills of exchange, promissory notes, vouchers, cheques, credit notes which entitle the holder to money or goods and all orders and authorities for the payment of money, whether negotiable or not; or
- (e) bonds, coupons, and securities for money, whether negotiable or not.

"Parcel" means as defined in Section B.1 of these Terms and Conditions;

"Postal Franking Machine" means a franking machine of any type as An Post may from time to time specifically approve, designed to denote payment of postage and other fees, charges and sums payable to An Post, by means of a Franking Impression and includes any meter used in a Postal Franking Machine or in connection therewith and dyes used in a Postal Franking Machine;

“Postal Packet” means a Postal Packet as defined in Section 6(1) of the 2011 Act.

“Postcard” has the meaning provided for in Section B.1 of these Terms and Conditions;

“Post Office” means a post office as defined in Section 6(1) of the 2011 Act;

“Poste Restante” means as defined in the Single Piece Terms and Conditions

“Posting Book” means a standard pre-printed record book which may be provided by An Post which can be used by the sender to record details of the addresses of Postal Packets sent using An Post services;

“Pre-sorted” mean Postal Packets pre-sorted by Delivery Office according to the required specifications supplied from time to time by An Post;

“Schedule of Charges” means the list of Charges published by An Post from time to time on www.anpost.ie and by such means as the Commission may direct;

“SI 280 of 2012” means Statutory Instrument No. 280 of 2012 Communications Regulation (Universal Postal Service) Regulations;

“Slogan Die” means the die used in a Postal Franking Machine containing advertising matter, slogans or return address;

“UN3373” means the UN classification to which ADR Biological Substances Category B are assigned pursuant to section 2.2.62 of volume 1 of the ADR as may be amended from time to time, with the exception of Cultures or Clinical Wastes;

“Working Day” means Monday to Friday excluding Public Holidays and the following:

- Good Friday
- Mondays after Public Holidays falling on a weekend
- Christmas Eve (for collections of mail only)
- First Working Day after St. Stephen’s Day

and days on which as advertised by An Post a postal service(s) cannot be provided;

“Universal Postal Union” means the United Nations specialised body more fully described at www.upu.int; and

“USO” means universal service obligation(s).