



Commission for
Communications Regulation

Recommendations for drafting of terms and conditions of the universal postal service

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1 Introduction

1. The purpose of these recommendations is to provide the universal postal service provider¹ (“USP”) with increased clarity as to what the Commission for Communications Regulation (“ComReg”) considers should be contained within the USP’s terms and conditions of the universal postal service (“Terms and Conditions”). This is not an exhaustive statement of what should be included in a USP’s Terms and Conditions, however, ComReg considers that the recommendations will help the USP ensure that the Terms and Conditions meet the requirements of section 24(2) of the Communications Regulation (Postal Services) Act 2011 (“2011 Act”). ComReg will take into account these recommendations when considering the approval, amendment or modification of the Terms and Conditions pursuant to sections 24(3), 24(4) or 24(5) of the 2011 Act.
2. Many of the provisions within these recommendations have been well catered for by An Post in the past. A large number of postal schemes and warrants dating back over seventy years (beginning with The Inland Post Warrant, 1939²) set out the terms and conditions applicable to postal services. These warrants and schemes broadly speaking met the reasonable needs of postal service users and therefore are a good foundation for the Terms and Conditions. Furthermore, the provisions within these recommendations are also consistent with requirements already set by the 2011 Act.

Structure of Document

3. This document, which should be considered in its entirety, is structured as follows:

Chapter 2 - Background;

Chapter 3 - Drafting recommendations.

¹ Under Section 17 of the Communications Regulation (Postal Services) Act 2011, An Post is designated as the universal postal service provider for a period of 12 years beginning on 2 August 2011, subject to possible review by ComReg after 7 years with any changes to such designation requiring the prior consent of the Minister of Communications, Energy and Natural Resources.

² S.I. No. 202 of 1939 <http://www.irishstatutebook.ie/1939/en/si/0202.html>

2 Background

4. The 2011 Act, enacted on 2 August 2011, established a new framework for the regulation of postal services in the State, including the universal postal service provided by An Post, the sole designated³ USP.
5. Under the framework section 10(1)(ba) of the Communications Regulation Acts 2002 to 2011 (“the 2002 Act”), as inserted by section 9 of the 2011 Act gives ComReg the statutory function to ensure the provision of a universal postal service that meets the reasonable needs of postal service users. Section 12(1)(c) of the 2002 Act, as amended by section 10 of the 2011 Act, sets out ComReg's statutory objectives in exercising that function, which include:
 - *“to promote the development of the postal sector and, in particular, the availability of a universal postal service within, to and from the State at an affordable price for the benefit of all postal service users”*
 - *“to promote the interests of postal service users within the Community”*
6. In addition, section 12(2A) of the 2002, as inserted by section 10 of the 2011 Act sets out "reasonable measures" which ComReg shall take aimed at achieving the above objectives including:

“ (a) establishing such monitoring and regulatory procedures for the purposes of ensuring compliance by postal service providers with the obligations imposed on them by or under the Communications Regulation Acts 2002 to 2011 as are necessary to secure the provision of a universal postal service,

(b) ensuring that postal service users may avail of a universal postal service that meets their reasonable needs,

(c) in so far as the facilitation of competition and innovation is concerned, ensuring that postal service users derive maximum benefit in terms of choice, price and quality, and

(d) in so far as the promotion of the interests of postal service users within the Community is concerned—

(i) ensuring a high level of protection for postal service users in their dealings with postal service providers, in particular by—

(I) ensuring the availability of simple and inexpensive dispute resolution procedures carried out by a body that is independent of the parties involved, and

³ Section 17 of the 2011 Act

(II) consulting and cooperating with the National Consumer Agency as appropriate,

and

(ii) addressing the needs of specific social groups, in particular, disabled postal service users.”

7. Section 16 of the 2011 Act sets out a general description of the “*universal postal service*” which the designated USP is required to provide.
8. Section 16(9) of the 2011 Act required ComReg to “...*make regulations specifying the services to be provided by a universal postal service provider relating to the provision of a universal postal service*”.
9. In April 2012, ComReg began a public consultation⁴ which addressed a number of issues relating to future regulation of the Irish postal sector under the 2011 Act, including:
 - The specification of the universal postal service; and
 - An Post’s role as the designated USP.
10. In July 2012, having considered the responses to the above consultation ComReg set out its position and made certain decisions regarding the above issues⁵. At the same time ComReg also made the Communications Regulation (Universal Postal Service) Regulations 2012⁶ (“the Regulations”), as required by section 16(9) of the 2011 Act.
11. The Regulations specified the services to be provided by the USP relating to the provision of the universal postal service and, for the most part, reflected ComReg’s 2005 working definition of universal postal service⁷. D08/12 included a direction to An Post to publish the terms and conditions of its universal postal service provision and the charges made by it in respect of the universal postal services provision in specific ways.
12. Section 21(1) of the 2011 Act provides, amongst other things, that a USP is required to provide a universal postal service with “*identical services to postal*

⁴ Postal Regulatory Framework: Implementation of the Communications Regulation (Postal Services) Act 2011, ComReg. 12/38, dated 30th April 2012

⁵ Postal Regulatory Framework Implementation of the Communications Regulation (Postal Services) Act 2011, Response to Consultation, Direction and Regulation, ComReg 12/81, D 08/12, dated 26th July 2012, (“Doc. 12/81” and the decision instrument referred to as “D08/12”)

⁶ S.I. No. 280 of 2012

⁷ Response to Consultation, The Universal Postal Service, A working definition, Document 05/85, dated 15 November 2005 ([ComReg Doc. No. 05/85](#))

service users under comparable conditions” and that it should “comply with the terms and conditions of its universal postal service provision published”.

13. It is worth noting that the 2011 Act defines postal service user to include both the sender and the addressee.
14. Section 22 of the 2011 Act provides that An Post shall give to the Commission a statement in writing⁸ of the Terms and Conditions and the charges made by it in respect of the universal postal service provision⁹ (save in so far as those charges may otherwise be agreed between the USP and a postal service user), and that ComReg shall¹⁰, approve, with or without amendment, the Terms and Conditions notified to it.
15. Section 24(2) of the 2011 provides that *“The terms and conditions shall be such as to ensure compliance with the obligations imposed on the universal postal service provider by or under the Communications Regulation Acts 2002 to 2011 in respect of the provision of a universal postal service and shall include—*
 - (a) the terms and conditions in accordance with which a postal service user may avail of the postal services concerned, and*
 - (b) terms and conditions relating to, and its procedures for dealing with, complaints made by postal service users relating to the universal postal service provision.”*
16. Section 24(3) of the 2011 Act provides that *“For the purposes of approving terms and conditions under section 22(2) or 23(1), the Commission, shall consider whether the terms and conditions are appropriate having regard to the obligations imposed on the universal service provider by or under the Communications Regulation Acts 2002 to 2011 in respect of the provision of a universal postal service and the reasonable needs of users, and do not have a significantly adverse effect on postal service users.”*
17. The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (S.I .No. 27 of 1995)¹¹ relating to unfair terms in consumer contracts

⁸ not later than 21 days after the coming into operation of the 2011 Act

⁹ ComReg issued its Response to Consultation and ComReg’s consent to change the charges of certain postal services within the scope of the universal postal service relating to postal packets weighing less than 50 grams (See [ComReg Doc. No. 13/21](#)) on 1 March 2013

¹⁰ within 6 months of the coming into operation of the 2011 Act

¹¹ (S.I .No. 27 of 1995) as amended by the European Communities (Unfair Terms in Consumer Contracts) (Amendment) Regulations 2000 (SI. No.307 of 2000) and the European Communities (Unfair Terms in Consumer Contracts) (Amendment) Regulations 2013 (S.I. No. 269 of 2013) which gave effect to Council Directive No. 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts.

which have not been individually negotiated, applies to postal service providers. This was noted in the Postal Services Directive 97/67/EC¹².

18. In 2003 ComReg directed An Post regarding a number of issues to do with the provision of the universal postal service¹³, known as D11/03. These directions remain in effect¹⁴.

¹² See Recital 34 of the Directive 97/67/EC of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal services and the improvement of quality of service,

¹³ Decision Notice and Response to Consultation, Postal Services - Universal Service Obligation, Tariff Principles and miscellaneous issues: Directions to An Post under the European Communities (Postal Services) Regulations 2002, S.I. No. 616 of 2002, Decision No. D11/03, Document No. 03/50, dated 13 May 2003 ("D11/03")

¹⁴ In accordance with Section 27(1) of the Interpretation Act 2005.

3 Recommendations for drafting

General

19. Contracts for services provided within the scope of the universal postal service are not individually negotiated. Accordingly, ComReg considers that it is important that the Terms and conditions are clearly drafted so that postal service users fully understand the basis on which they are availing of such services.
20. The Terms and Conditions should be made available and published in accordance with the requirements of the 2011 Act and Communications Regulation (Postal Services) Direction No.1, 2012¹⁵.
21. These recommendations only extend to Terms and Conditions relating to the provision of the universal postal service. Terms and conditions relating to the provision of services that are not universal postal services should be clearly indicated as such and ideally provided separately to the Terms and Conditions required under Section 22 of the 2011 Act.
22. In order to ensure that the reasonable needs of postal service users are met and to ensure that the Terms and Conditions do not have a significantly adverse effect on postal service users ComReg considers that the Terms and Conditions should be presented in a *user friendly format* and be drafted in *plain English*.
23. In relation to a *user friendly format*, ComReg considers that:
 - Hyperlinks between relevant sections and terms should be used where appropriate on any electronic or online version;
 - Presentation styles such as colour coding or tabs should also be considered especially for a printed version; and
 - Terms used within the Terms and Conditions should be consistent throughout the document and also consistent with other instances, including other materials, where the relevant terms appear.
24. In order to address the needs of disabled postal service users ComReg considers that the USP should, as far as practicable, ensure its Terms and Conditions are communicated in a accessible form by:
 - using assistive and/or adaptive technology;
 - producing the documentation in alternative formats (including Braille);

¹⁵ D08/12 (Document No. 12/81)

- providing a recording of the Terms and Conditions to cater for the visually impaired or dyslexic; and
 - ensuring that information published is in clear language that is easily understood by those persons with intellectual disabilities.
25. In relation to *plain English*, the USP should ensure that terms it uses are concise, simple and clear for the postal service user and that there is no ambiguity concerning the meaning of the Terms and Conditions. Regulation 5 of the European Communities (Unfair Terms in Consumer Contracts) Regulations, 1995¹⁶ provides that “(1) *In the case of contracts where all or certain terms offered to the consumer are in writing, the seller or supplier shall ensure that terms are drafted in plain, intelligible language.*(2) *Where there is a doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail*”¹⁶.
26. The Department of Jobs, Enterprise and Innovation recently noted¹⁷ that
- “If a contract document is to be intelligible, it should be capable of being readily understood by the group of consumers at which it is aimed. ‘Intelligibility’ in this context is usually understood to entail avoiding or minimising legal or technical jargon – or where such terms are unavoidable, explaining them clearly – along with the avoidance of other features that hinder comprehensibility such as long sentences, dense paragraphs, and inadequate use of headings and signposting.”*
27. ComReg notes that An Post has invested in the area of adult literacy, encouraging and supporting those with literacy difficulties through its funding of the high profile advertising campaign for the adult literacy programme “Take the First Step” on behalf of the National Adult Literacy Agency (NALA).

¹⁶ Regulation 5 of S.I .No. 27 of 1995

¹⁷ Consultation on the Regulation of Small Print in Consumer Contracts, February 2013
<http://www.djei.ie/publications/commerce/2013/smallprint.pdf>

Recommended content

3.1 About the Terms and Conditions

28. A concise plain English explanation for the need for the Terms and Conditions under law (including the relevant legislative provisions and details regarding the date of their commencement) should be included.
29. The relevant governing law should be cited including domestic and international legislation and regulations.

3.2 Definitions

30. A comprehensive glossary of postal terms, including definitions for terms used within the Terms and Conditions, should be included to ensure clarity for postal service users. This is particularly relevant in relation to advising what can be transmitted by post. If a postal packet is prohibited for transmission by post it is recommended that it should be clearly described and defined. Any definitions used should be in accordance with those set out in the 2011 Act.

3.3 Schedule of Terms and Conditions for each universal postal service provided

31. The Terms and Conditions for each universal postal service should be individually set out and outline at a minimum¹⁸:
 - Summary of key features
 - Prohibitions and Restrictions
 - Charges
 - Service requirements
 - Applicable compensation

3.4 Charges and Payment

3.4.1 Schedule of charges in respect of the provision of universal postal services

32. The charges in respect of the provision of universal postal service are to be published in accordance with the 2011 Act and Communications Regulation (Postal Services) Direction No.1, 2012¹⁵. Reference to where this information is set out, should be included within the Terms and Conditions.

¹⁸ For example, New Zealand Post's 'Postal Users' Guide' provides an example of where Terms and Conditions for each service are provided alongside the Terms and Conditions applicable to the use of New Zealand Post's services more generally.
<http://www.nzpost.co.nz/sites/default/files/uploads/shared/postal-users-guide.pdf>.

3.4.2 Payment methods; including franking of postal packets

33. Full details of the methods by which postage can be paid for should be set out clearly for postal service users in the Terms and Conditions. This is to include provision for the payment of postage by postage stamp, postal franking machine, or other reasonable methods.
34. Details of facilities to buy postage stamps¹⁹ should be included in the Terms and Conditions. (See also paragraph 3.5.7)
35. Details of where to find information on how the relevant rates of postage are calculated should also be included in the Terms and Conditions.

3.4.3 Demonstrating that a postal packet has its postage prepaid

36. Clear and unambiguous detail should be provided within the Terms and Conditions for each method of payment, including how to properly display and affix the appropriate prepayment indicators on the postal packet.
37. That detail should include information on stamp placement; what is deemed a fraudulent or improper use of stamps; and what is deemed to be an evasion of prepayment of postage.
38. Detail on how the USP will cancel stamps, showing the date of acceptance, should also be included.
39. The procedures the USP would follow should a postal packet display an underpayment should also be set out. (Also see paragraph 3.6.8).

3.4.4 Applications by postal service users for refunds for spoiled or unused stamps or meter franking impressions.

40. The conditions by which a postal service user who holds spoiled or unused postage stamps, or spoiled or unused meter franking machine impressions may apply for a cash allowance or refund, where applicable, should be included within the Terms and Conditions.

3.5 Acceptance Issues

3.5.1 Security and Confidentiality of postal packets

41. The commitment to ensure the security and confidentiality of postal packets that have been accepted for the transmission by post (including relevant obligations) should be referenced within the Terms and Conditions.

¹⁹ Compliant with Direction 1(d) of ComReg D11/03.

3.5.2 Information regarding the size and weight of postal packets and any restrictions on their transmission by post.

42. Information regarding the sizing and weight restrictions of postal packets to be transmitted (including letters, flats, packets, and parcels) should be clearly set out for postal service users.

3.5.3 Prohibitions and prohibited items; Restricted Items; Inadmissible items.

43. Section 55 of the 2011 Act prohibits sending certain articles by post and makes it an offence to do so. Section 55 provides exceptions for postal packets which enclose anything permitted to be sent (whether generally or specifically) by the postal service provider concerned, provided that such postal packets are sent in compliance with the Terms and Conditions.
44. In order to ensure there is no ambiguity over transmission of certain items it is recommended that a full listing of all prohibited items should be set out within the Terms and Conditions with clear definitions where needed.
45. Where relevant, it is also recommended that the reasons for placing the prohibition or restriction on the transmission of items should be referenced such as restrictions and prohibitions required through legislation or regulation.
46. Furthermore it is also recommended that any conditions related to postal packets that would be likely to cause difficulty for staff in dealing with them and which are therefore liable to be refused or withheld from delivery should be included in the Terms and Conditions.

3.5.4 Packing

47. It is recommended that appropriate information regarding packing instructions for postal packets (including for fragile items) should be set out for postal service users.

3.5.5 Provision of a return address on postal packets

48. The Terms and Conditions set out in which circumstances it is mandatory to provide a return address on postal packets and in which circumstances it is not a mandatory requirement²⁰. In circumstances where it is mandatory to provide a return address any conditions for the positioning of the return address should also be set out in the Terms and Conditions.
49. Information on what happens to mail that requires the provision of a return address but where this has not been included, should also be included within the Terms and Conditions. (Also see paragraph 3.6.4)

²⁰ Noting any requirements set out in the UPU Letter Post Manual and UPU Parcel Post Manual.

3.5.6 Service availability for the acceptance of postal packets

50. Information regarding the clearance of postal packets, in accordance with Section 16(1)(a) of the 2011 Act, should be included within the Terms and Conditions. Information regarding arrangements on days when the clearance of postal packets does not occur, including public holiday arrangements, should also be included.
51. Information regarding the procedures to be followed should there be an event outside the control of the USP (that impacts on the clearance of postal packets) should also be included within the Terms and Conditions

3.5.7 Locations where universal postal services can be availed of, including opening hours for public access

52. Information on the locations where the universal postal services can be availed of (detailing for example the location/office name, address (English and Irish), office classification, opening hours, latest time of posting (LTOP) and any other relevant information)²¹ should be included within the Terms and Conditions or reference to where this information is set out clearly indicated.

3.5.8 Postal Service Centre Machines

53. Where used by universal postal services, information regarding the postal service centre machines, including services offered by these, and their conditions for use, should be included in the Terms and Conditions.

3.5.9 International arrangements and agreements

54. Information on arrangements with international delivery partners to facilitate the transmission of postal packets to international destinations should be included within the Terms and Conditions or reference to where this information is set out clearly indicated. It is recommended that this information include the services available, frequency of despatches and conveyance times (air/surface), any special prohibitions or arrangements, addressing requirements, customs declarations, and information regarding the availability of features of postal services offered e.g. track and trace to international destinations²².

3.5.10 Certificate of posting for universal postal services

55. Information regarding the procedures to avail of a free “Certificate of Posting” (i.e. a receipt issued in respect of a postal packet deposited at an access point for transmission by universal postal service) for universal postal services, in

²¹ Compliant with Direction 1 of ComReg D11/03.

²² Noting any requirements set out in the UPU Letter Post Manual and UPU Parcel Post Manual.

accordance with the Regulations, should be included within the Terms and Conditions.

3.6 Delivery Issues

3.6.1 Service availability for the delivery of postal packets

56. Information regarding the delivery of postal packets, in accordance with Section 16(1)(a) of the 2011 Act, should be included within the Terms and Conditions. Information regarding arrangements on days when the delivery of postal packets does not occur, including public holiday arrangements, should also be included.
57. Information regarding the procedures to be followed should there be an event outside the control of the USP that impacts on the delivery of postal packets should also be included within the Terms and Conditions.

3.6.2 Mailboxes, apertures, letterbox bays; Business premises

58. As noted in ComReg 03/50²³ unlike a number of European countries there is no formal legal requirement placed on an addressee or other occupier of any home or premises to install a letterplate in the door to a house, or a letterbox at or within a certain distance of the road²⁴.
59. It is recommended that information should be detailed in the Terms and Conditions relating to delivery arrangements to:
 - premises whereby there are individual letterplates and/or individual mailboxes;
 - premises where there are letterbox bays (such as apartment complexes, business or university campuses);
 - other premises including residential, business, education facilities etc. where differing arrangements are required; and
 - premises where there are no letterplates, individual mailboxes or letterbox bays or arrangements in place to facilitate delivery.

3.6.3 Quality of service/Performance standards

60. Reference to any quality of service standard that is in effect should be contained within the Terms and Conditions.

²³ See footnote 14 of ComReg 03/50 for more information.

²⁴ There is a European Standard which provides guidance on the apertures of private letter boxes and letter plates EN 13724 "Postal services - Apertures of private letter boxes and letter plates - Requirements and test methods".

3.6.4 Undelivered and undeliverable mail

61. The reasons why a postal packet would remain *undelivered* (e.g. refused, detained, deferred, withheld, returned or disposed of), in accordance with Section 47(1) of the 2011 Act should be clearly set out in the Terms and Conditions. The procedures that will be followed in instances when a postal packet is refused, detained, deferred, withheld, returned or disposed of and remains undelivered should also be set out.
62. The reasons why a postal packet would be considered to be *undeliverable*, in accordance with Section 47(4) of the 2011 Act, should also be clearly set out in the Terms and Conditions; and the procedures to be followed in instances when a postal packet is undeliverable should be also set out.
63. Any conditions regarding undeliverable or undelivered mail should also take into account any related UPU Regulations regarding the return of letter-post items and postal parcels²⁵.

3.6.5 Return to sender procedures

64. The Terms and Conditions should include procedures followed by the USP which ensure that undeliverable postal packets are not unduly delayed or detained and are returned to sender by being put in the course of post on the day of attempted delivery, or as soon as possible thereafter.
65. The timelines for the return to sender of undeliverable postal packets should be clearly set out within the Terms and Conditions.

3.6.6 Retention periods and access points to collect undeliverable mail

66. The Terms and Conditions should include information regarding retention periods and access points to collect undeliverable mail which are in accordance with Decision 5 of ComReg D11/03¹³.
67. Procedures to be followed by postal service users in instances where postal packets could not be delivered, and are returned to the delivery office and a 'Sorry we missed you' card²⁶, is left for the addressee should also be included within the Terms and Conditions.

²⁵ Which include: UPU Form CN 15 – "Return label"; [UPU Technical Standard 112](#) 'Item Non-Delivery Reason Codes' and [UPU code list 135](#) 'Reason Codes'; Article RL 151 – Undeliverable items. Return to country of origin or to sender and period of retention (sub-paragraphs 8.1 to 8.6) of the UPU Letter Post Manual; Article RC 144 'Return to sender of undelivered parcels', Article RC 145 'Return to sender of wrongly accepted parcels', Article RC 146 'Return to sender [of parcels] due to suspension of services' of the UPU Parcel Post Manual.

²⁶ Also known as a 'DIBs' (Docket in Box) notice.

68. An explanation of what happens to a postal packet, in the event it is not collected within the retention period, should also be set out.

3.6.7 Letters found open during the course of transmission by post

69. The conditions relating to postal packets that are observed to be found open or unfastened, including any charge to be imposed for the delivery of such postal packets, should be included within the Terms and Conditions

3.6.8 'Underpaid' mail found in the course of transmission by post

70. A definition of what is considered underpaid mail should be included within the Terms and Conditions.
71. The conditions and procedures which will be followed when delivering underpaid mail, which take account of the prohibition on opening of postal packets and mail bags provided for in Section 53 of the 2011 Act, should be included within the Terms and Conditions.

3.6.9 Misdelivered mail

72. The procedures that will be followed by the USP in the event it is informed that a postal packet has been misdelivered (delivered to the wrong address or the wrong addressee) should be included within the Terms and Conditions.
73. The procedures relating to the forwarding of misdelivered postal packets by postal service users, including the act of free redirection, should also be included within the Terms and Conditions.

3.6.10 Frequency of deliveries

74. Information regarding the frequency of delivery of postal packets, in accordance with Section 16(1)(a) of the 2011 Act, should be included within the Terms and Conditions.

3.6.11 Signature at delivery

75. Conditions and procedures relating to the provision of a signature at delivery should be included within the Terms and Conditions.
76. Any conditions regarding signature at delivery take into account related UPU Regulations²⁷.

²⁷ Including Article RL 137 'Registered items', Article RL 138 'Insured items', and Article RL 141 'Advice of delivery' of the UPU Letter Post Manual; Article RC 116 'Delivery procedure', Article RC 129 'Insured parcels', and Article RC 132 'Parcels with advices of delivery' of the UPU Parcel Post Manual.

3.7 Complaints and redress procedures

77. Section 24(2)(b) of the 2011 Act requires that the Terms and Conditions “*shall include... terms and conditions relating to, and its procedures for dealing with, complaints made by postal service users relating to the universal postal service provision.*”
78. Information regarding how a postal service user can make a complaint, the access channels by which they can make a complaint, how complaints are handled, how claims for compensation are handled, procedures for resolving disputes and the procedures for escalating a dispute in accordance with Section 43 of the 2011 Act should be clearly indicated within the Terms and Conditions²⁸.

3.8 Other Relevant Information

3.8.1 Right to open postal packets and mail bags

79. The circumstances whereby the USP considers that it can open postal packets and mail bags in accordance Section 53(4) of the 2011 Act should be clearly set out within the Terms and Conditions

3.8.2 Customs - Arrangements at delivery and collection points including collection and processing of custom fees.

80. With reference to a postal service provider’s power to detain postal packets pursuant to section 48 of the 2011 Act, the procedures which the USP will follow with respect to postal packets, sent using a universal postal service, that it suspects may be chargeable with any duty or tax on importation or exportation which has not been paid or secured, should be clearly set out for postal service users within the Terms and Conditions.
81. The Terms and Conditions should include information relating to arrangements at delivery and collection points, and the collection and processing of custom fees.
82. The USP should provide postal service users with information regarding customs requirements in order to facilitate compliance with these.

3.8.3 Provision of free postage

Terms and conditions applying to the provision of free postage (including pursuant to Section 61 of the 2011 Act and the transmission of postal packets for the blind) should be included in the Terms and Conditions.

²⁸ ComReg published its Complaints and Redress Procedures: Guidelines for Postal Service Providers (ComReg Document 14/06) on 28 January 2014.