

# General Conditions

for the Universal Postal Service 2014



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# Introduction

1. Koninklijke PostNL provides the universal postal service in the Netherlands, as stipulated in the Postal Act 2009 [Postwet 2009] and the related legislation. The Postal Act stipulates, inter alia, which Mail Items Koninklijke PostNL must convey and which other postal conveyance services Koninklijke PostNL must offer and provide, and also defines the liability of Koninklijke PostNL, and restriction thereof, if the company fails imputably to comply with its obligations. These General Conditions describe, inter alia, the requirements set for Mail Items and the conditions under which postal conveyance is performed.
2. These General Conditions of Koninklijke PostNL were drafted in consultation with the Dutch Consumers' Association [Consumentenbond] under the terms of the Self-Regulation Co-ordination Group [Coördinatiegroep Zelfreguleringsoverleg] of the Social and Economic Council [SER] in December 2013, and are effective from 1 January 2014. These general conditions may be cited as the General Conditions for the Universal Postal Service [AVP].
3. These general conditions are available for inspection at all postal outlets and can be downloaded from [www.postnl.nl](http://www.postnl.nl). They are available on request from PostNL Consumer Service on 0900 0990 (€ 0,45 per call within the Netherlands).

# Article 1

## Definitions and scope

### 1.1 Definitions

In these General Conditions the following definitions apply:

**Supplementary Provisions:**

the supplementary provisions included in these General Conditions regarding International Bulk Mail;

**Sender:**

the natural person who or legal entity that enters into an Agreement with Koninklijke PostNL;

**General Conditions:**

the General Conditions for the Universal Postal Service;

**Delivery:**

delivery of the Mail Items to the address stated on these;

**Koninklijke PostNL:**

Koninklijke PostNL B.V. The term “employees of Koninklijke PostNL” as used in these General Conditions will be construed to include employees of third parties contracted by Koninklijke PostNL to undertake activities in the performance of services provided under these General Conditions;

**Letterbox:**

a letterbox intended for the Delivery of Mail Items;

**Letterbox Mail:**

items no larger than 38 x 26.5 x 3.2 cm and no heavier than 2 kg that can be deposited in a Public Postbox;

**Non-Letterbox Mail:**

Mail Items no larger than 100 x 50 x 50cm and no heavier than 10 kg for domestic Mail Items (and 20 kg for international Mail Items) that do not meet the conditions set for Letterbox Mail. Mail Items larger or heavier than the maximum size or weight specified in these provisions are not covered by these General Conditions. For all Non-Letterbox Mail sent within the Netherlands the Track & Trace service applies; this service is optional for international Non-Letterbox Mail without a Service;

**Undeliverable Mail Item:**

a Mail Item that cannot be delivered to the address stated on the Mail Item. A Mail Item refused immediately by the addressee or that is not collected by the addressee at a Postal Outlet by the date specified is also deemed to be an Undeliverable Mail Item;

**Agreement:**

the agreement between Koninklijke PostNL and the Sender of the Mail Item regarding the performance of Conveyance under the Universal Postal Service;

**Parcel Stamp:**

a valid stamp provided by Koninklijke PostNL for Non-Letterbox Mail showing pre-payment of the rate due for the performance of the service under the Universal Postal Service;

**Mail Item:**

an addressed Item that falls under either the category of Letterbox or Non-Letterbox Mail;

**Conveyance:**

the combination of actions undertaken by Koninklijke PostNL that result in the Delivery of Mail Items;

**Postal Outlet:**

a service outlet where Mail Items may be handed over for Conveyance; within these General Conditions this is also deemed to include PostNL business counters;

**Postage Stamp:**

a valid stamp provided by Koninklijke PostNL or a stamp impression printed on postcards or on other forms provided by Koninklijke PostNL. A Postage Stamp is also deemed to include a printed stamp, a franking mark printed using a franking machine and a computer-generated franking mark authorised by Koninklijke PostNL showing pre-payment of the rate due for the performance of the service under Universal Postal Service;

**Postage Stamp Code:**

a code consisting of numbers and letters generated by Koninklijke PostNL on the instruction of the Sender, for payment, which serves as franking for the Postal Conveyance of certain Mail Items that are part of the Universal Postal Service;

**Service:**

specific services offered by Koninklijke PostNL as part of the Universal Postal Service, these being the registered service and insured mail service;

**Public Postbox:**

a postbox intended for the general public installed in a public area by Koninklijke PostNL, into which Senders may deposit their Letterbox Mail;

**Universal Postal Service:**

the universal postal service as stipulated in the Postal Act 2009 and the related legislation;

**Item:**

a Mail Item handed over to Koninklijke PostNL for Conveyance.

### 1.2 Scope

These General Conditions apply to all Agreements for the performance of the Universal Postal Service for the Conveyance of Mail Items.

# Article 2

## Formation of the Agreement

- 2.1** The Agreement is formed when Letterbox Mail with sufficient postage is deposited into a Public Postbox or when Mail Items are handed over at a Postal Outlet for the specified rate. The opening times of Postal Outlets and collection times for Public Postboxes will be displayed at the Postal Outlet and on the Public Postbox, respectively.
- 2.2** Agreements to which these General Conditions apply will remain in force if the legal form of Koninklijke PostNL changes.

# Article 3

## Refusal and suspension of the Agreement

- 3.1** Koninklijke PostNL may refuse to enter into an Agreement, or may suspend the performance of a previously formed Agreement, stating, if possible, the reasons therefor, if one or more of the circumstances listed below is found to prevail:
- a.** the Mail Item does not comply with the requirements, as specified by Koninklijke PostNL, regarding franking, weight, size, contents, address, format and/or packaging;
  - b.** the provision of the service would give rise to a conflict with the law, an international postal treaty or other international treaty;
  - c.** the Conveyance of the Mail Item would cause a danger to persons and/or property;
  - d.** the information provided by the Sender is incomplete or incorrect;
  - e.** the address side of the Mail Item bears any postage stamps, printed stickers or similar other than those issued or provided by Koninklijke PostNL;
  - f.** the address side of the Mail Item bears one or more Postage Stamps issued by Koninklijke PostNL that have been processed in such a way that they cannot be cancelled in the normal way;
  - g.** the Mail Item bears stamps, imprinted stamps or other marks, computer-generated franking marks or imitations of marks or imprints, which, because of their similarity to these, may be confused with stamps, marks or imprints issued or used by Koninklijke PostNL.
- 3.2** If the Agreement is suspended, the Mail Item will, where possible, be returned to the Sender, possibly subject to payment, the reasons for suspending the Agreement will be stated and the Agreement will be terminated.

# Article 4

## Performance of the Agreement

- 4.1** The Agreement will be seen to have been fulfilled upon delivery of the Mail Item sent by Sender by Koninklijke PostNL in accordance with these General Conditions.
- 4.2** The Agreement does not entitle the addressee to Delivery; the addressee may not avail himself or herself of the provisions of these General Conditions.
- 4.3** Koninklijke PostNL will make every effort to deliver Mail Items undamaged to the address stated on the Mail Item within a reasonable period of time. Koninklijke PostNL provides no guarantee however.
- 4.4** An Undeliverable Mail Item will be returned to the Sender free of charge if:
  - a.** it cannot be delivered to the address stated on the Mail Item;
  - b.** the addressee does not collect this from the Postal Outlet by the specified date;
  - c.** the addressee refuses, without opening the closed or sealed items or examining the contents, to take delivery of the Mail Item or immediately thereafter and closed or sealed items have not been opened and the contents have not been examined.
- 4.5** Undeliverable Mail Items, including Mail Items refused by the addressee, that cannot be returned to the Sender will be destroyed, with the exception of Mail Items deemed to be of value to the Sender, which will be retained for one year, after which time they will pass to Koninklijke PostNL.

# Article 5

## Rates

- 5.1** Koninklijke PostNL will publish the rates payable for the services performed under the Universal Postal Service. The latest version of the rates card is available for inspection at Postal Outlets. The rates are also published at [www.postnl.nl](http://www.postnl.nl). The rates depend on the type of Mail Item, the weight, the means of franking and any Services provided. The rate for an international Mail Item also depends on the country to which it is being sent.
- 5.2** The Sender handing over a Mail Item at a Postal Outlet for Conveyance must provide the information required to determine the applicable rate. Koninklijke PostNL reserves the right to verify the accuracy of information provided.
- 5.3** All amounts payable will be subject to the taxes and other charges that Koninklijke PostNL is obliged to levy.

# Article 6

## Payment

- 6.1** In principle, all amounts due will be payable by the Sender prior to Conveyance, unless otherwise agreed in writing.
- 6.2** If an agreement relating to business reply items has been concluded between the addressee of a Mail Item without Services and Koninklijke PostNL, the charge due for the conveyance under said agreement of the Mail Item without Services to the business reply number in question will be payable by the addressee.
- 6.3** An unfranked Mail Item or a Mail Item bearing insufficient postage may be returned to the Sender for the correct postage to be affixed. If the Sender refuses to affix the correct postage or if the Sender is unknown, the Mail Item will be deemed an Undeliverable Mail Item. If considered more effective, Koninklijke PostNL may deliver an unfranked Mail Item or Mail Item bearing insufficient postage to the addressee and request payment from the addressee for the amount of postage owed plus an administration charge. The Sender is liable for payment of the amount charged to the addressee if it emerges that Koninklijke PostNL cannot collect this amount from the addressee.

# Article 7

## Protection of personal data

- 7.1** Koninklijke PostNL uses data recorded within the scope of the Agreement for the purposes of carrying out the Agreement. The data is processed in strict accordance with the law and is registered with the Dutch Data Protection Authority [College Bescherming Persoonsgegevens - [www.cbpreweb.nl](http://www.cbpreweb.nl)] under the designation “postaal vervoer” [postal conveyance].
- 7.2** Except for the purposes stated above, Koninklijke PostNL will not disclose to third parties any personal data or, in general, any information concerning Mail Items that it processes in connection with the performance of the Agreement unless it is required to do so by law.
- 7.3** Koninklijke PostNL will only examine the contents of Mail Items handed over unsealed to ascertain, insofar as this concerns Undeliverable Mail Items, the address of the Sender or the addressee. The Sender must enable Koninklijke PostNL to perform a check on Mail Items the Sender wishes to send and may be requested to show the contents of a Mail Item.
- 7.4** In accordance with the Postal Act 2009, where necessary to ascertain the address of the Sender or addressee, sealed Undeliverable Mail Items will only be opened pursuant to an order of the sub-district court of The Hague. In such cases, Koninklijke PostNL must respect the inviolability of the mail as laid down in the Constitution.

# Article 8

## Additions and amendments

Koninklijke PostNL will only amend these General Conditions in consultation with the Dutch Consumers' Association [Consumentenbond].

# Article 9

## Liability of Koninklijke PostNL

**9.1** Except in the cases specified below, Koninklijke PostNL is not liable for damage arising during the performance of the Agreement.

**9.2** Subject to the provisions of the Postal Act and the Universal Postal Convention (see [www.upu.int](http://www.upu.int)), Koninklijke PostNL will only be liable to the Sender for direct damage, resulting from a breach of duty on the part of Koninklijke PostNL, arising directly from the Conveyance of Mail Items for which a Service has been requested. Unless specifically stated otherwise in these General Conditions, in no event will Koninklijke PostNL be liable for consequential damage (including, but not limited to, loss of income, delays, etc.).

**9.3** Subject to the provisions of Articles 9.1 and 9.2 and insofar as the provisions of these General Conditions have been met, the following applies:

The maximum liability for Mail Items with a Service (see Article 18 for the relevant provisions) is:

- a. for registered Letterbox Mail: € 50 per Mail Item.
- b. for registered Non-Letterbox Mail: € 500 per Mail Item. If the provisions are not met (including, but not limited to, the Sender submitting proof of posting or other evidence of the value of the contents), the maximum compensation will be € 50 per Mail Item. In the case of registered international Non-Letterbox Mail, the stated compensation of € 50 will be increased by € 5 for each kilogram, or part thereof, to a maximum of € 100 per Mail Item. Accordingly, the maximum compensation for a registered international Non-Letterbox Mail item weighing up to 20kg in such a case is € 150.
- c. for Mail Items sent with the insured mail service: the amount stated by the Sender when the Agreement was concluded, to a maximum of € 500 per Mail Item, subject to the provisions in Article 18 of these General Conditions. If the provisions are not met (including, but not limited to, submission by the Sender of evidence of the value of the contents), the maximum compensation will be € 50 per Mail Item.
- d. for Non-Letterbox Items sent with the insured mail service: the amount stated by the Sender when the Agreement was concluded, to a maximum of € 5,500 per Mail Item, subject to the provisions in Article 18 of these General Conditions. If the provisions are not met

(including, but not limited to, submission by the Sender of evidence of the value of the contents), the maximum compensation will be € 50 per Mail Item. In the case of International Non-Letterbox Mail sent with the insured mail service, the stated compensation of € 50 will be increased by € 5 for each kilogram, or part thereof, to a maximum of € 100 per Mail Item. Accordingly, the maximum compensation for an Non-Letterbox Mail Items sent with the insured mail service and weighing up to 20kg in such a case is € 150.

**9.4** On the basis of the evidence provided by the Sender, such as;

- the original proof of posting receipt;
- the purchase receipt;
- the sales receipt, and/or
- other legally admissible proof of the value.

Koninklijke PostNL will determine whether the Sender is entitled to compensation and the amount thereof.

When determining the amount of the compensation, the current value will be taken into account for consumer items, on the basis of – among others – their age or the condition they are in.

**9.5** Where compensation is paid for the loss of an international Non-Letterbox Mail item with a Service (i.e. the registered or the insured mail service) or because the damage to such an Item is such that the contents have become worthless, the amounts paid for postage, less the insured mail service fee (i.e. € 1.30 for registered Non-Letterbox Mail items and € 6.80 for Non-Letterbox Mail items with insured mail service) will also be refunded.

**9.6** **1** Notwithstanding the foregoing, the Sender will not be entitled to compensation if the damage occurs as a result of:

- the nature of or a defect in the contents of the Mail Item;
- inadequate packing;
- incorrect or incomplete address;
- any cause attributable to the Sender;
- circumstances of force majeure, including, but not limited to, strikes and floods;
- seizure on the orders of a competent authority.

The Sender will be reimbursed for the charges paid for sending only in the case of the loss of an international Mail Item due to force majeure circumstances.

**2** Further to the foregoing, the Sender of a registered Mail Item will not be entitled to compensation if the damage involves an international Mail Item containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item or any other valuables.

- 9.7** To qualify for compensation, the Sender must submit a claim to Koninklijke PostNL within the period specified below:
- a.** for the loss of a domestic Mail Item with a Service, within twelve months of the day after the day of posting;
  - b.** for the loss of an international Mail Item with a Service, within six months of the day after the day of posting;
  - c.** for damage to a Mail Item with a Service, at the earliest possible opportunity after the damage is discovered.

When a query regarding a missing Mail Item with a Service is submitted, this will be deemed to be a request for compensation from the moment the loss of the Mail Item is established.

- 9.8** A domestic Mail Item will be deemed to be lost if it has not been delivered and has not been located within thirty days of the date of posting. An international Mail Item will be deemed to have been lost if it has not been delivered within a reasonable period, taking into account the circumstances of Conveyance to and in the country of destination.

# Article 10

## Liability of the sender

The Sender will be liable to Koninklijke PostNL for damage that the Sender's Mail Item causes – due to reasons imputable to the Sender – to persons in the service of Koninklijke PostNL and/or third parties contracted by Koninklijke PostNL, to company equipment of Koninklijke PostNL or of third parties contracted by Koninklijke PostNL, or to other Mail Items; in the latter case, liability will be limited to the amount of compensation that Koninklijke PostNL is liable to pay to third parties.

# Article 11

## Complaints, disputes and applicable law

**11.1** Koninklijke PostNL provides telephone numbers for complaints concerning the performance of the Agreement: if the Sender is a private consumer the number to call is 0900 0990 (€ 0,45 per call within the Netherlands), and if the Sender is a business customer the number within the Netherlands is 088 868 6868. Koninklijke PostNL endeavours to settle complaints as quickly as possible, and in any case within thirty days. If the substance of the complaint cannot be dealt within this period, Koninklijke PostNL will inform the person submitting the complaint why it is not reasonably possible to deal with the matter sooner and will also inform them of the latest date on which they can expect to hear the outcome of the complaint. If necessary for the proper handling of complaints, Koninklijke PostNL may require that the complaint be submitted in writing.

**11.2** If the Sender is a private consumer and a dispute continues between Koninklijke PostNL and this Sender, or if Koninklijke PostNL does not reply on the substance of the complaint within the prescribed period of thirty days (or longer if a different period has been set) from the time of submitting the complaint, for a complaint-handling fee owed, the Sender may refer the complaint electronically to the independent Postal Disputes Committee at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) or by post to Geschillencommissie Post, PO Box 90600, 2509 LP The Hague, The Netherlands. The Sender may also request a complaint form by calling 070 310 5310 (in the Netherlands). A complaint must be submitted to the Postal Disputes Committee within six weeks of the written or telephone response from Koninklijke PostNL.

**11.3** Any dispute arising from these conditions – or the rules, regulations and rates based on them – between Koninklijke PostNL and a Sender who is a private consumer may be brought to the Postal Disputes Committee, which will issue a binding recommendation on the issue, applying its procedure. If the Sender does not wish to take the complaint to the Postal Disputes Committee or if the latter is precluded from hearing the complaint, the Sender may take the complaint to the civil courts.

**11.4** All Agreements are subject to Dutch law.

# Article 12

## Lapse of rights

**12.1** All claims arising from an Agreement will lapse one year from the day after the day of posting. An enquiry about a Mail Item or a claim for compensation received by Koninklijke PostNL within the periods prescribed in Article 9.7 will preclude any lapse of rights.

# Article 13

## Shape, packaging, addressing, size, weight and contents

### 13.1 Form

All envelopes, cards and postcards must be rectangular. Postcards without envelopes must also have a flat surface.

### 13.2 Packaging

1. The packaging for Mail Items must at least meet the following minimum requirements:
  - the seal or closure of the Mail Item must be appropriate to contents of the Mail Item;
  - the packaging for the Mail Item must be of sufficient quality, safe and sturdy and must be appropriate to the weight, the size and measure of fragility of the contents;
  - the packaging should be of such a nature that it will not cause the loss of or damage to the contents, damage to other Mail Items, or injury to employees of Koninklijke PostNL or third parties;
  - the packaging must be such that there is no possibility of other Mail Items becoming inadvertently inserted into the Mail Item;
  - if an envelope opens on the side this opening must be to the right of the address.
2. Mail Items in card form may also be sent without packaging as long as these are made of sufficiently strong card.

### 13.3 Address details

1. All Mail Items must bear the name of the addressee followed by the full postal address, either stated directly on the Mail Item or on a label affixed to it. Full address is understood to mean the street name and house number (including any house number suffix), or the PO Box number or business reply number, in combination with the postcode and town/city of the addressee. Where Mail Items are provided with a Sender Address or Return Address, this may only be an address in the Netherlands. This address must be displayed in the upper left-hand corner on the address side or else on the reverse side of the Mail Item.
2. An additional requirement for international Mail Items is that the country of destination must be stated on the Mail Item either in Dutch or in English. The address should preferably be written on four lines. The town or

city and the country of destination should be shown in block capitals. International Mail Items must display a Sender Address or Return Address. This may only be an address in the Netherlands which must be displayed in the upper left-hand corner on the address side or else on the reverse side of the Mail Item.

### 13.4 Size and weight

1. Minimum measurements:  
Mail Items may not be smaller than 14cm long and 9cm wide. A cylindrical Mail Item must not be smaller than 10cm long, and the sum of the length and twice the diameter must not be less than 17cm.
2. Maximum measurements:  
The maximum size for a Letterbox Mail item is 38 x 26.5 x 3.2cm. Mail Items in card form sent without an envelope may not be larger than 16.2 x 23.5cm. The maximum size for a Non-Letterbox Mail item is 100 x 50 x 50cm.
3. Maximum weight:  
The maximum weight for a Letterbox Mail item is 2kg and for a Non-Letterbox Mail item sent within the Netherlands 10kg. The maximum weight for an international Non-Letterbox Mail item without Track & Trace is 2kg. For a Non-Letterbox Mail item with Track & Trace and an international Non-Letterbox Mail item with a Service the maximum weight is 20kg.\*

*\* Domestic Non-Letterbox Mail items weighing more than 10kg and international Non-Letterbox Mail items with Track & Trace and weighing more than 20kg are subject to the provisions of the latest version of the General Conditions for the Transport of Goods [AVG].*

### 13.5 Content

1. Live animals may not be sent by post. Any substance referred to in the Carriage of Dangerous Substances Act [Wet Vervoer Gevaarlijke Stoffen] may not be sent by post.
2. Koninklijke PostNL does not provide special handling for fragile goods (e.g. consumer electronics, glass and ceramics, etc.).
3. If the Sender is sending a Mail Item containing goods to a destination outside the European Union, the Sender must fill in the prescribed form – provided by Koninklijke PostNL – fully and accurately in English. The form is available from Koninklijke PostNL. It is the responsibility of the Sender to become acquainted with the import regulations applicable in the country of destination.
4. International Mail Items containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item or any other valuables may only be sent as a Mail Item using the insured mail service (see also Article 18.2).

# Article 14

## Franking

### **14.1 General**

Mail Items will be delivered if these bear the correct amount of postage in Postage Stamps or Parcel Stamps issued by Koninklijke PostNL. A Mail Item bearing a Parcel Stamp must be handed over for dispatch at a Postal Outlet. A customer may also present unfranked Mail Items for franking by the staff of a Postal Outlet.

**14.2** Mail Items will be deemed to be sufficiently franked if they bear at least the required amount of postage – according to the latest version of the Koninklijke PostNL Rates brochure – in unused, valid Postage Stamps or Parcel Stamps.

**14.3** Postage Stamps must be affixed or appear in the upper right-hand corner of the address side of the Mail Item. If the Mail Item does not comply with the requirements concerning postage, Koninklijke PostNL reserves the right to take certain measures, including, but not limited to, those stated in Article 6.3.

**14.4** Valid, unused Postage Stamps issued by Koninklijke PostNL may not be returned for refund.

### **14.5 Use of franking machines**

Franking marks will be deemed valid if produced by a franking machine for which there is a written franking agreement between the user and Koninklijke PostNL and only if the user has complied with the terms agreed for the use of the franking machine.

### **14.6 Use of Parcel Stamps**

Koninklijke PostNL will decide which Parcel Stamps will be available for sale and which Parcel Stamps are no longer valid.

### **14.7 Other provisions**

Koninklijke PostNL reserves the right to prevent repeated use of Postage Stamps and Parcel Stamps on Mail Items by cancelling them with a stamp or by other means. Koninklijke PostNL reserves the right to place markings on any Mail Items handed over for Conveyance if required for sorting and/or Delivery purposes.

# Article 15

## Posting

### **15.1 General**

Mail Items may be deposited into a Public Postbox or handed over at a Postal Outlet. Mail Items with a Service are subject to special conditions (see Article 18 and elsewhere).

### **15.2 Issue of proof of posting receipt**

Mail Items for which the Sender receives a proof of posting receipt must be handed over at a Postal Outlet, accompanied by the appropriate forms supplied by Koninklijke PostNL. For Mail Items posted in this way the Sender will receive a proof of posting receipt displaying the date of posting and the identification number of the Mail Item.

# Article 16

## Track & Trace

The following articles apply to Letterbox Mail with a Service and Non-Letterbox Mail, with the exception of Non-Letterbox Mail weighing up to 2kg without a Service and without Track & Trace.

**16.1** The Sender of the aforementioned Mail Items can follow the delivery status via [www.tracktrace.nl](http://www.tracktrace.nl). Koninklijke PostNL undertakes to do its utmost to enable the tracking and tracing of the aforementioned Mail Items via its Track & Trace application. Koninklijke PostNL is, however, in no case liable for damage and/or costs incurred by the Sender as the result of the Track & Trace functionality being unavailable at any time.

**16.2** Parcels must be sent using the dispatch forms made available by Koninklijke PostNL. Track & Trace can be used to track international Mail Items outside the Netherlands where possible and permitted, and in accordance with the rules that apply to this in the country of destination.

## Article 17

### Method of dispatch: International

#### **Priority**

International Mail Items may be sent “Priority”, meaning these are given priority treatment in the Netherlands and in the country of destination. Priority mail must bear a priority label or mark or a special priority stamp. Priority labels are available at all Postal Outlets and the Priority mark can be downloaded from [www.postnl.nl](http://www.postnl.nl).

# Article 18

## Services

On request, Mail Items may be sent using one of the following Services: “registered” and “insured mail”. When using the registered or the insured mail service, the name and address of the addressee and the Sender must be stated fully, clearly and indelibly on Mail Items.

### 18.1 Registered

1. Any Mail Item, with the exception of Non-Letterbox Mail without Track & Trace, may be sent registered on request.
2. The contents of registered Mail Items can be insured up to a maximum of € 50 for Letterbox Mail and up to € 500 for Non-Letterbox Mail.
3. A registered Mail Item will only be handed over to the addressee, an authorised representative of the addressee or an adult living at the same residence or, in the case of Undeliverable Mail Items, to the Sender, an authorised representative of the Sender or an adult living at the Sender’s residence. A signature will be required from the person accepting delivery of a registered Mail Item. On delivery, registered international Mail Items will be handed over in accordance with the rules that apply in the country of destination.

### 18.2 Insured mail service

1. On request, Mail Items may be sent using the insured mail service. International Mail Items may only be sent using the insured mail service if the postal service in the country of destination accepts this service. Koninklijke PostNL reserves the right to exclude certain countries from its list of destination countries for which the insured mail service is available.
2. The contents of Mail Items sent using the insured mail service can be insured against the amount stated, to a maximum of € 500 for Letterbox Mail and € 5,500 for Non-Letterbox Mail.
3. The contents of Mail Items sent using the insured mail service may be insured up to a maximum of € 5,500.
4. A Mail Item sent using the insured mail service will only be handed over to the addressee or an authorised representative of the addressee or, in the case of Undeliverable Mail Items, to the Sender or an authorised representative of the Sender. A signature will be required from the person accepting delivery of a Mail Item sent using the insured mail service. On delivery, international

Mail Items sent using the insured mail service will be handed over in accordance with the rules that apply in the country of destination.

5. The Sender must use a Sealbag®\* to send Letterbox Mail items containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector’s item, or any other valuables.
6. When sending Letterbox Mail using the insured mail service to countries outside the Netherlands, the Sender must use a Sealbag® regardless the contents of the Mail Item, and must state the value of the contents in figures on the Sealbag®.
7. When sending Non-Letterbox Mail using the insured mail service, the Sender must seal the Mail Item using special tape intended for this purpose and mark this in such a way that the Mail Item cannot be opened without leaving external traces.

\*Sealbag® is available at most Postal Outlets and via [www.postnl.nl](http://www.postnl.nl).

# Article 19

## Signature on delivery

- 19.1** Signature on delivery is a standard part of the service for Domestic Mail Items sent with a Service. The signature on paper or formed electronically by signing the handheld computer serves as the proof of Delivery. A copy of the signature on delivery for international Mail Items sent using a Service will be provided on the Sender's request.
- 19.2** The Sender agrees in advance that, in the event of more than one Mail Item being delivered to an addressee at the same time, the addressee will only be required to sign once for all Mail Items received at that time and that this signature on delivery will then be duplicated electronically by Koninklijke PostNL as proof of Delivery.

# Article 20

## Delivery: domestic mail

### 20.1 General

1. All Mail Items are delivered from Tuesday\* through Saturday, with the exception of official public holidays, unless this cannot reasonably be expected of Koninklijke PostNL. Letterbox Mail with a Service and Non-Letterbox Mail are also delivered on Mondays, with the exception of official public holidays, unless this cannot reasonably be expected of Koninklijke PostNL.
2. Letterbox Mail sent without Services will generally be delivered by being deposited through the Letterbox at the address specified on the Mail Item.
3. Letterbox Mail sent with a Service and Non-Letterbox Mail will be handed over in person at the address stated on the Mail Item, after receiving a signature on delivery where required (see Article 19). In flats where there is an intercom but no lift, the addressee may be asked to take receipt of such mail downstairs.
4. If there is no answer at the address stated on the Mail Item when the delivery attempt for Mail Items with a Service is made, a written note will be left indicating how and when the addressee may collect the Mail Item.
5. If a Mail Item is addressed to a PO Box, it will be placed, where possible, in the PO Box. If this is not possible a written note will be placed in the PO Box indicating the arrival of the Mail Item.
6. Mail Items addressed to a Business Reply number will be delivered to the address corresponding to that Business Reply number, i.e. the address agreed with the holder of the Business Reply number.
7. If a Mail Item is handed over elsewhere than at the home of the addressee, the person taking receipt of the Mail Item may be asked to produce proof of identification.

### 20.2 Special rules for Delivery in the event that the addressee of a domestic Non-Letterbox Mail item without a Service is absent during a delivery attempt and the Mail Item cannot be placed into the Letterbox.

1. If there is no one at the address stated on the Mail Item to take receipt of a Non-Letterbox Mail item without a Service, Koninklijke PostNL will, if possible, deliver this to a neighbouring address, in which case a note to this effect will be left in the Letterbox of the addressee. The conveyance and the responsibilities under the Agreement will end when the Mail Item is delivered to the neighbouring address. Mail Items sent using a

Service will under no circumstances be delivered to a neighbouring address. Mail Items with a Service will not be delivered to the neighbours.

2. If a Non-Letterbox Mail item without a Service cannot be delivered to either the address stated on the Mail Item or a neighbouring address, a note will be left in the Letterbox of the addressee stating that a second delivery attempt will be made on the following working day. If delivery also proves impossible on the following working day, a second note will be left in the Letterbox of the addressee stating where and when the addressee can collect the Mail Item.
3. Koninklijke PostNL will not attempt to leave a Non-Letterbox Mail item without a Service at a neighbouring address if the Sender has indicated on the Mail Item that Koninklijke PostNL is to deliver it to the address of the addressee only\*\*. In such a case, if the delivery attempt to the home of the addressee fails, Koninklijke PostNL will leave a note stating where and when the addressee can collect the Mail Item.

### 20.3 Special rules for the Delivery of Mail Items with a Service

1. When a Mail Item with a Service is delivered to the address stated on this Item, the person taking receipt may be required to produce proof of identification before signing to take delivery.
2. If a Mail Item as referred to above is not delivered at the address stated on the Mail Item, it will be handed over only if the person who signs for it can show that they are the person lawfully entitled to it.

*\* Mourning cards and urgent medical mail is also delivered on Mondays. For more information, go to [www.postnl.nl/voorthuis/](http://www.postnl.nl/voorthuis/)*  
*\*\* "Alléén huisadres" (deliver to stated address only) labels are available free of charge from all Postal Outlets.*

#### 20.4 Rules for Delivery in special cases

1. Letterboxes must comply with the rules governing placement, size, et cetera specified by law and in regulations. If there is no Letterbox at the specified address, or if this does not meet the requirements set for this, Mail Items intended to be delivered to that Letterbox will be deemed to be undeliverable after Koninklijke PostNL has instructed the addressee by letter to install a Letterbox that satisfies the requirements and if the addressee has not done so within a period of one month (three months in new cases). Koninklijke PostNL may immediately treat Mail Items deliverable through a Letterbox as undeliverable if the addressee causes their Letterbox to be removed or takes measures or causes measures to be taken that result in the Letterbox no longer satisfying the statutory and regulatory requirements.
2. Mail Items for an addressee temporarily residing in a holiday home situated in a holiday village, or in an allotment garden, campsite, marina or similar place not intended for permanent occupation, will not be delivered “to the door” but will be deposited in the boxes of a letterbox unit or in a similar facility or handed over to the manager of the complex.
3. Mail Items intended for addressees in nursing homes, retirement homes, barracks, army camps and other premises and complexes where a number of addressees are staying will be delivered to the communal letterbox or handed to a person designated for the purpose by the parties concerned. Where a Mail Item requiring a signature on delivery (see Article 19) is to be delivered, or if a Mail Item is not suitable to be put through a Letterbox, the procedure to be followed will be decided by agreement in each individual case.
4. Mail Items for insolvents or for natural persons whose assets are controlled by an administrator under the Insolvency Act [Faillissementswet] will be delivered in accordance with the rules laid down for that purpose in the Insolvency Act.
5. Mail Items addressed to a deceased person will be delivered to the address stated on the Mail Item in question, unless the heirs have requested, by means of (i) registering for the forwarding service for mail addressed to deceased persons\* or (ii) upon presentation of an instrument drawn up by a notary public stating that such mail be delivered to one of them

or to the executor or executrix of the estate. In such cases, Mail Items requiring a signature on delivery will be handed over to a person authorised by all the heirs or to the executor or executrix of the estate.

6. Mail Items addressed to a natural person or a legal entity that has concluded a contract for the change-of-address service, holding service or forwarding service\* will be delivered to the specified address for the period agreed with the addressee or kept in accordance with the agreement made with the addressee.

*\* These specific services can be requested from an affiliate of Koninklijke PostNL.*

# Article 21

## Delivery: international

Depending on the country of destination and depending on the type of Mail Item, international Mail Items are delivered either by the national postal operators in the particular country or through Koninklijke PostNL's other partners, at the discretion of Koninklijke PostNL. Mail Items are delivered abroad in the manner customary in the country of destination. Mail Items with a Service are handed over to the addressee or their representative after they have signed for receipt of the Mail Item, or after proof of delivery is established in another manner acceptable in the country of destination.

# Supplementary provisions concerning international bulk mail consignments

Where there is a conflict of provisions between these Supplementary Provisions and the provisions of the General Conditions, the Supplementary Provisions will prevail.

## Definitions

In addition to the definitions stated in Article 1.1 of the General Conditions, the following definitions apply:

### International Bulk Mail:

Letterbox Mail Items or Non-Letterbox Mail Items handed over for Conveyance as a consignment in at least the quantity stated by Koninklijke PostNL as the minimum and which at least meet the minimum order amount set by Koninklijke PostNL.

The rate payable for sending international Mail Items will be determined by the nature and contents of the Mail Items, the homogeneity or heterogeneity of the consignment handed over, whether or not the Mail Items are sorted, the number of Mail Items, the physical attributes, the size and the weight or average weight per item within the consignment, the rate zone and the service level.

### Direct Mail Items:

Mail Items with communications comprised exclusively of advertising, marketing or publicity material with an identical message, with the exception of the name, address and identification number of the addressee or other changes that do not alter the message itself. Direct Mail includes, in addition to mailings and advertising leaflets, printed matter without variables, newspapers and magazines\*;

## Agreement formation

Notwithstanding the provisions of Article 2 of the General Conditions, the following provisions apply: Koninklijke PostNL requires that a written Agreement be concluded when sending consignments of International Bulk Mail. This must be done by means of a person authorised to conclude such an Agreement entering the required details on an order form made available by Koninklijke PostNL for this

purpose and signing this form.

## Refusal and suspension of the universal postal service

In addition to the provisions of Article 3.1 of the General Conditions, the following provisions apply:

Koninklijke PostNL may refuse to convey International Bulk Mail consignments if these do not display a Sender Address or Return Address, stating the reasons for this refusal.

## Performance of the agreement

Notwithstanding the provisions of Article 4.4 of the General Conditions, the following provisions apply:

Koninklijke PostNL is authorised to charge the Sender of International Bulk Mail Consignments a fee for Mail Items that cannot be delivered and are returned to the Sender from abroad. This includes, among others, Bulk Mail Consignments that have been refused by foreign postal services and have subsequently been sent back.

## Rates and charges

Notwithstanding the provisions of Article 5.2 of the General Conditions, the following provisions apply:

The Sender of International Bulk Mail consignments must provide the details required to determine the appropriate rate for the consignment by entering these details on a form provide by Koninklijke PostNL for this purpose. Koninklijke PostNL will determine the amount due by counting, weighing or measuring.

## Payment

Notwithstanding the provisions of Article 6.1 of the General Conditions, the following provisions apply:

Payment of the amounts due for sending consignments of International Bulk Mail will be settled using a single direct debit mandate. Payment on account is also an option if this has been agreed in writing, in which case the provisions of the latest version of PostNL's Conditions of Payment for Services Provided on Account apply.

## Protection of personal data

In addition to the provisions of Article 7.1 of the General Conditions, the following provisions apply:

Koninklijke PostNL also uses the data it records in the performance of the Agreement concerning International Bulk Mail for its own commercial acquisition purposes or those of third parties. If the person concerned does not wish their data to be disclosed to third parties, they may lodge an objection

*\* Enclosure of small objects of little monetary value (gadgets) to increase the attention value with the addressee is permitted subject to conditions. For these conditions see [www.postnl.nl](http://www.postnl.nl) or call PostNL Business Service on +31 (0)88 868 6868.*

with PostNL Legal Affairs, PO Box 30250, 2500 GG The Hague, The Netherlands, stating their name/company name, address and postcode.

#### **Liability of Koninklijke PostNL**

In addition to the provisions of Article 9.6 of the General Conditions, the following provisions apply:

The Sender of a consignment of International Mail will not be entitled to compensation or repayment of postal charges if the foreign postal service suspends delivery of the consignment or a part thereof until the Sender agrees to make an additional payment of the rate determined in international postal consultations, or a portion thereof, or if the foreign postal service refuses the consignment completely, either retaining the consignment or returning it to Koninklijke PostNL or the Sender, in each case stating its reasons for its actions.

#### **Packaging, addressing, size, weight and contents**

In addition to the provisions of Article 13.3(2) of the General Conditions, the following provisions apply:

International Bulk Mail Items must bear a Sender Address or Return Address, which must be an address in the Netherlands.

#### **Franking**

Notwithstanding the provisions of Article 14 of the General Conditions, the following provisions apply:

International Bulk Mail Items may only be franked using the franking mark "PostNL Port betaald / Port Payé Pays-Bas" or "PostNL Port betaald / Postage Paid the Netherlands".

#### **Method of dispatch: international**

Notwithstanding the provisions of Article 17 of the General Conditions, the following provisions apply:

Under specific conditions to be set by Koninklijke PostNL, the Sender has the option of using either the Priority or the Standard service when sending International Bulk Mail. International Bulk Mail Items sent using the Standard service take several working days longer to arrive than those sent using the Priority service. When using the Standard service this does not need to be indicated on the Mail Items.

#### **Delivery**

In addition to the provisions of Article 21 of the General Conditions, the following provisions apply:

Foreign postal services may suspend or refuse the delivery of Bulk Mail consignments from the Netherlands if these have

been sent by or on behalf of a Sender or Senders located in their own country or in a country other than the Netherlands, stating the reasons for its actions. Foreign postal services that refuse or suspend delivery on these grounds may, at their discretion, still decide to deliver the Mail Items if the Sender agrees to make an additional payment of the rate determined in international postal consultations, or a portion thereof, or return the Mail Items.

## For more information

please call +31 88 868 68 68 or visit our website [postnl.nl](http://postnl.nl)

