

General Terms and Conditions

PO Boxes 2015




postnl

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Article 1

Definitions

These General Terms and Conditions apply to Agreements relating to the provision by PostNL of a PO Box number.

a. General Terms and Conditions:

These General Terms and Conditions for PO Boxes 2015.

b. Opening hours:

The opening hours of the PO Box locations. Depending on the individual PO Box location, the branches open their doors between 7.30 am and 9 am at the latest on working days and Saturdays.

c. Agreement:

Electronic or physical form completed by the PO Box holder and agreed in writing by Koninklijke PostNL B.V. (hereinafter referred to as 'PostNL') used by PostNL to assign the PO Box holder a PO Box number, together with the associated enclosures, including these General Terms and Conditions.

d. PO Box:

Space specified in the Agreement, accessible to the PO Box holder either directly or via an employee of PostNL or by (an) assigned third party (or parties), where PostNL holds shipments addressed to the PO Box for delivery to the PO Box holder.

e. PO Box holder:

The legal entity, partnership, company or natural person who enters into the Agreement with PostNL.

f. PO Box location:

The building where the PO Box is located.

g. PO Box number:

Number specified in the Agreement with associated postcode to which shipments intended for the PO Box holder must be addressed; the PO Box number corresponds to the PO Box.

Article 2

Contents of the Agreement

- 2.1** PostNL makes the PO Box number that is specified in the Agreement available to the PO Box holder.
- 2.2** PostNL keeps the shipments intended for the PO Box number and the shipments it conveys available for the PO Box holder to collect during the Opening Hours. The PO Box holder can collect these during the Opening Hours of the PO Box location.
- 2.3** If PostNL has shipments to deliver for the benefit of the PO Box holder that it is unable to deposit in the PO Box (for example, due to the dimensions of the shipments), or which can only be handed over once they have been signed for and proof of receipt provided, the PO Box holder is informed of this by means of a notification in the PO Box.
- 2.4** General terms and conditions drawn up by and/or operated by the PO Box holder are not applicable to the Agreement.
- 2.5** If and insofar as the PO Box holder wishes to arrange an additional service from PostNL (such as a Delivery Service or a Recipient Service) to the PO Box or the PO Box address, it is only possible to arrange one additional service to the PO Box or PO Box address.

Article 3

Obligations of the PO Box holder

- 3.1** The PO Box holder must have a fixed residential or business address, which they will state in the Agreement.
- 3.2** The PO Box holder will pay PostNL a one-off amount (hereinafter referred to as 'Setup Fee') as well as an annual amount (hereinafter referred to as 'Annual Fee') in return for the facilities described in Article 2. The PO Box holder owes these amounts irrespective of whether or not they collect the keys to access the PO Box from PostNL. If the fixed residential or business address of the PO Box holder is located abroad, the PO Box holder must set up payment via an account number in the Netherlands.
- 3.3** The PO Box holder is not permitted to use the PO Box number or the PO Box for any purpose other than to receive shipments.
- 3.4** The PO Box holder will ensure that they make regular collections of the shipments intended for their PO Box number, so that the shipments intended for them can always be deposited in the relevant PO Box. If the foregoing is not (or no longer) possible, the PO Box holder will be guilty of an attributable failure to meet their obligation and what is set out in Article 7.5a of this Agreement will apply.
- 3.5** The PO Box holder will inform PostNL immediately if there is any change to the details they provided to PostNL for the purpose of the Agreement.
- 3.6** The PO Box holder will inform PostNL immediately about any loss or misplacement of items issued to them on loan as part of the Agreement, such as the keys to access the PO Box location or the PO Box itself. The PO Box holder will compensate PostNL for any damages incurred in relation to the loss or misplacement.
- 3.7** The PO Box holder is not authorised to make any change, whether temporary or permanent, in or to the PO Box without prior consent from PostNL.
- 3.8** The PO Box holder is only authorised to use the PO Box or the PO Box address to receive shipments that are intended for the PO Box holder who has entered into the Agreement.

Article 4

Right of scrutiny for PostNL

PostNL and/or a third party (or parties) designated by it has/have the right to ask the PO Box holder or their representative to show identification or the authorisation from PostNL to collect shipments when they are collecting shipments. PostNL and/or a third party (or parties) designated by it can refuse to hand over shipments if this identification or authorisation is not showed.

Article 5

Amendments to conditions

- 5.1** PostNL reserves the right to make amendments to the General Terms and Conditions. If PostNL makes any amendments, it will give notice of this by means of a general notification and/or a notification of this change to the PO Box holder. The amended General Terms and Conditions will not take effect until one (1) month after the notification relating to this amendment at the earliest. In the event of significant amendments, such as a change in the PO Box number or the location of the PO Box, the minimum notice period is two months before the date when the amendment(s) take effect.
- 5.2** If the PO Box holder disagrees with a significant amendment as set out in Article 5.1, they are authorised to terminate the Agreement in writing as of the date when the amendment takes effect. In that case, PostNL will refund the Annual Fee paid by the PO Box holder, in proportion to the number of complete months of the current period of the Agreement that are still outstanding on the date of the termination.
- 5.3** If, at the request of the PO Box holder, the PO Box holder and PostNL agree on a different PO Box number and/or a different PO Box location than the one specified by the Agreement, then a new Agreement will be entered into with regard to the new PO Box number or the new PO Box location. If this is the case, the PO Box holder will be charged the Setup Fee again. The date of expiry of the original Agreement will be determined after mutual consultation. In that case, the Annual Fee paid in advance will be offset against the Annual Fee that is due for the new Agreement.

Article 6

Setup Fee and Annual Fee

- 6.1** The Setup Fee and the Annual Fee are payable in advance. The Annual Fee relates to a period of 12 months starting on the date stated on the invoice.
- 6.2** PostNL is authorised to amend the Setup Fee and the Annual Fee on an annual basis. If PostNL does so, it will give at least 30 days' notice of this before the amendment takes effect.

Article 7

Duration and end of the Agreement

- 7.1** The duration of the Agreement is 12 months, starting on the date stated in the Agreement. The Agreement will be extended after each 12-month period, unless the PO Box holder terminates the Agreement in writing at the latest one month before the date of the extension.
- 7.2** The Agreement will end in the following cases (whether or not in the interim):
- a.** By termination of the Agreement in accordance with the provisions of the Dutch Civil Code;
 - b.** If it is cancelled by the PO Box holder in accordance with Article 5.2, 7.1, 7.3 or 7.4 of these General Terms and Conditions;
 - c.** If it is cancelled by PostNL in accordance with Article 7.5 of these General Terms and Conditions;
 - d.** Following mutual consultation in accordance with Article 5.3 of these General Terms and Conditions.
- 7.3** The PO Box holder is authorised to cancel the Agreement in writing (in the interim) with a minimum notice period of one month.
- 7.4** In derogation from what is set out in Articles 7.1 and 7.3 of these General Terms and Conditions, where the PO Box holder is a natural person, the Agreement is tacitly extended after 12 months for an indefinite period. This Agreement for an indefinite period can be cancelled at any time subject to a notice period of one month.
- 7.5** In the following cases, PostNL is authorised to cancel the Agreement with immediate effect by means of mere written notification to the PO Box holder, without being under any obligation to pay compensation in relation to this:
- a.** Failure to perform the Agreement having been given notice of default and where the PO Box holder is in default of observing their obligations;
 - b.** In the event of debt restructuring, company liquidation, suspension of payment or bankruptcy on the part of the PO Box holder;
 - c.** If the PO Box and/or the PO Box number are used for purposes that conflict with any legal provision and/or the purpose for which the PO Box is intended;

d. If complaints about serious and/or persistent breaches of the Dutch Advertising Code are confirmed by a statement from the Dutch Advertising Code Commission, or if it is determined by a judicial body or a (statutory) regulatory body that there is misuse and/or improper use of a PO Box, including (but not restricted to) use of the PO Box for fraudulent activities and use of the PO Box for misleading advertising.

7.6 In all cases other than those listed in Articles 5.2 and 5.3, the PO Box holder, not being a natural person, is not entitled to a refund of the Annual Fee already paid in advance if the Agreement is terminated in the interim.

7.7 At the latest on the date of expiry of the Agreement, the PO Box holder will return all keys and other items which they received on loan from PostNL as part of the Agreement, or which they themselves acquired as replacements or spares for the items provided on loan. PostNL is entitled to compensation for loss that it incurs as a result of failure to meet this obligation.

7.8 Shipments which are received by PostNL after the date of the end or the termination of the Agreement will be returned to the sender or, if the sender is unknown, forwarded to the 'Undeliverable Shipments' department at PostNL, unless expressly agreed otherwise.

7.9 The PO Box holder, being a natural person, is entitled to terminate the Agreement within 7 working days of its formation, without giving any reasons, by sending a written or electronic notification to that effect to PostNL. The right of termination specified in this article no longer applies if the provision of the facilities described in Article 2 has begun within 7 working days with the agreement of the PO Box holder, as set out in the previous sentence.

7.10 In the event of termination (whether or not in the interim) of the Agreement and (re)opening of a (new) PO Box, the PO Box holder is required to pay the Setup Fee again.

Article 8

Liability

- 8.1** PostNL is not liable towards the PO Box holder for damages resulting from loss, damage or delayed delivery of shipments that it holds available for the benefit of the PO Box holder, without prejudice to its liability towards the sender of individual shipments or batches of shipments based on the relevant General Terms and Conditions.
- 8.2** PostNL is liable for loss other than that set out in Article 8.1, insofar as it results from an attributable shortcoming on the part of PostNL; this liability up to a maximum of the applicable Annual Fee.
- 8.3** PostNL cannot rely on what is set out in Articles 8.1 and/or 8.2 of these General Terms and Conditions if the loss is the result of actions or omissions on the part of PostNL, carried out either with the intent to cause such loss, or recklessly and with the knowledge that such loss is likely to result therefrom.

Article 9

Protection of (personal) details

- 9.1** PostNL uses the details provided as part of the Agreement to perform the Agreement and to deliver a good postal service. The details are processed in accordance with the law and with the designation “Postaal Vervoer” (postal conveyance) at the Dutch Data Protection Authority (www.cbpreweb.nl).
- 9.2** Under the Dutch Postal Law of 2009 (Postwet), the details are shared with other providers of mail services to allow access to PO Boxes.
- 9.3** PostNL can also use the personal details for recruitment for commercial and charitable purposes for itself or third parties. The personal details can also be made available to third parties for this purpose. If the PO Box holder would prefer that their details are not used for this purpose, they can complain to PostNL Business Service, PO Box 19100, 2500 CC The Hague. The PO Box holder should include their (company) name, address, postcode and town.
- 9.4** In addition to the cases set out in Article 9.2 and 9.3 of these General Terms and Conditions, PostNL is authorised, if requested, to share details with third parties about the name, address, residence/business location or PO Box number of the PO Box holder. PostNL will only provide information in this way if the third party has a direct and legitimate interest, unless the interest of the PO Box holder (not being a legal entity, partnership or company) and in particular the right to protection of personal privacy prevails. The PO Box holder (not being a legal entity, partnership or company) should register their right to object to provision of this information as set out in this article with PostNL Business Service, PO Box 19100, 2500 CC The Hague, if it can be assumed that provision of their details would infringe their personal privacy in relation to particular personal circumstances.
- 9.5** PostNL is also authorised to share the aforementioned personal details if there is a legal obligation to do so.

Article 10

Complaints and disputes

The PO Box holder can direct complaints relating to the performance of the Agreement to the PostNL Business Service department.

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More information

Call +31 (0) 88 868 68 68 or visit postnl.nl

