

General Terms and Conditions

For Recipient Services 2014




postnl

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Introduction

These General Terms and Conditions of PostNL were formed in November 2013 in consultation with the Consumentenbond consumer association as part of the Coordination Group Self-Regulation Consultation carried out by the Social and Economic Council of the Netherlands (SER) and came into effect on November 2013.

Article 1

Definitions and scope

1.1 Definitions

In these General Terms and Conditions, the following definitions are understood:

a. General Terms and Conditions:

The General Terms and Conditions for Recipient Services.

b. PostNL:

Koninklijke PostNL B.V.

c. Recipient services:

Custody Services, Forwarding Services, Bereavement Service and Removals Service.

d. Custody Service:

A service provided by PostNL to the Recipient under an Agreement, where the aim is that Mail Items conveyed by PostNL, which are addressed to the Recipient, are not delivered to the address stated on the Mail Items for a period specified on the form, for payment, but are instead kept in custody, after which period the Mail Items are delivered to the address stated on the Mail Items.

e. Forwarding service:

A service provided by PostNL to the Recipient under an Agreement, where the aim is that Mail Items conveyed by PostNL, which are addressed to the Recipient, are not delivered to the address stated on the Mail Items for a period specified on the Form, for payment, but are instead delivered to the address specified on the Form.

f. Removals service:

Forwarding service for a permanent address change, giving consumers the option to use additional removals products and services: such as change of address/removals cards, ordering stamps and notifying organisations.

g. Bereavement service:

A service where PostNL forwards Mail Items for a deceased person to a different address, at the request of their family members or the executor of their will, for payment and during the period specified on the Form, and offers the option of notifying organisations.

h. Recipient:

The organisation or the consumer who has entered into an agreement with PostNL. For a Recipient Service to PO Boxes, this must be the PO Box holder.

i. Agreement:

The agreement relating to a Recipient Service. The agreement includes the Form completed by the Recipient, the confirmation of this sent by PostNL to the original (e-mail) address of the Recipient, the latest version of the General Terms and Conditions, which can be found at www.postnl.nl/en/terms-and-conditions/ and the description of the service level for the Recipient Service in question, as set out in the generally accessible product information at www.postnl.nl.

j. Form:

The electronic or physical form to be completed by the Recipient, by means of which the Recipient commissions PostNL to set up a Recipient Service.

k. Mail Items:

Mail Items accepted by PostNL based on agreements with senders for carriage.

1.2 Mail Items that are excluded from (certain) Recipient Services

The following Mail Items are excluded from all Recipient Services

- Packages (Mail Items that do not meet the standard letterbox format (38x26.5x3.2 cm) and/or weigh more than 2 kg);
- Addressed Mail Items that are conveyed by postal companies other than PostNL;
- Unaddressed Mail Items (such as leaflets distributed door-to-door);
- Legal letters;
- Mail Items sent by Foreign Businesses and/or to a NAPO (Netherlands Army Post Office Number) address.

Registered letters:

- Registered letters and letters with an Insured Mail service are excluded from the Custody Service;
- Registered letters with a foreign address are excluded from the Forwarding service, Removals service and Bereavement service.

1.3 Scope of application

These General Terms and Conditions apply to Agreements relating to Recipient Services

Article 2

Formation and implementation of the agreement

- 2.1** The Agreement is formed when the Recipient accepts the offer from PostNL. Acceptance takes place when the Recipient uses the electronic Form for the corresponding service(s) to provide PostNL with the required information, or when the Recipient completes the physical form, signs it and sends it to PostNL. The General Terms and Conditions can be found on the website. If required, the Recipient can ask for a copy of the General Terms and Conditions to be sent to them free of charge. PostNL confirms the commission from the Recipient by letter and/or e-mail. The confirmation includes the start and end date for the Recipient Service.
- 2.2** If the Recipient wishes to use a Recipient Service to a PO Box then, unless otherwise agreed, this is only possible provided that no Delivery Service or other Recipient Service from PostNL has been agreed in conjunction with the PO Box. In addition, the Recipient must have a PO Box agreement with PostNL for the full period of the Recipient Service.

Article 3

Cancellation

- 3.1** If the Recipient is a consumer, they have the right to terminate the Agreement free of charge within 14 calendar days of the date of the confirmation letter from PostNL, by means of a letter or e-mail to PostNL. This right of termination does not cover the delivery of goods that have been produced in accordance with the consumer's specifications, such as change of address cards and removals cards.
- 3.2** If the Recipient is not a consumer, cancellation free of charge is only possible before the start date of the Agreement. The aforementioned cancellation must be reported by telephone to PostNL Business Service.

Article 4

Rates and payment

- 4.1** The rates that apply for the services described can be found at www.postnl.nl/tarieven.
- 4.2** Payment of the amounts due is made by the Recipient using one of the payment methods offered by PostNL and must be made before the period specified on the Form. Late or incomplete payment will result in suspension of the agreed period.

Article 5

Liability

- 5.1** PostNL is not liable for damages resulting from the loss of, damage to or delayed delivery of Mail Items that it handles as part of a Recipient Service, without prejudice to its liability towards the sender of a Mail Item based on the carriage agreement that has been formed.
- 5.2** If the Recipient suffers loss, regardless of how it is termed, as a result of actions or omissions on the part of PostNL in the performance of the Agreement, and without prejudice to what is set out in Article 5.1, the compensation for the loss remains limited to the amount paid for the corresponding Recipient Service as a maximum.
- 5.3** PostNL cannot rely on what is set out in Articles 5.1 and/or 5.2 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 6

Protection of personal privacy

- 6.1** The following applies for consumers: By completing the Form, the Recipient agrees to the processing of their (personal) details in order to perform the Agreement. 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 a consumer would prefer that their details are not used for this purpose, they can indicate this by means of the PostNL Removals Service Privacy Declaration (see www.postnl.nl/voorthuis/site/privacy) or by sending a notification to Customer Services, Services department, PO Box 99180, 8900 NA in Leeuwarden. Personal details entered in an electronic Form are processed in accordance with the PostNL Removals Service Privacy Declaration. If the consumer has completed a physical Form, the personal details are processed in accordance with the information provided on that Form and the corresponding instruction booklet.
- 6.2** The Privacy Declaration from PostNL for corporate customers is available at www.postnl.nl/zakelijk/site/privacy.

Article 7

Early termination

7.1 PostNL has the right to early termination of the Agreement in the following cases:

- a.** If the Recipient becomes bankrupt or has a moratorium on payment, or if their assets are placed under administration by a receiver appointed in accordance with the bankruptcy law, or
- b.** If it is found that the Recipient provided incorrect or incomplete details during the formation of the Agreement, or that the Recipient was not authorised to enter into the Agreement, or
- c.** If there are other substantiated reasons why PostNL cannot reasonably be expected to continue the Agreement.
- d.** If the PO Box agreement on which the Recipient Service is based comes to an end.

7.2 PostNL can complete the cancellation by letter; the Agreement will end on the date specified in this letter.

7.3 Early termination as specified in this article by PostNL will not result in any right whatsoever to compensation. In addition, in the event of such a termination, PostNL is not obliged to refund or payment of the amounts paid for the services purchased.

Article 8

Complaints and disputes

- 8.1** If the Recipient has a complaint regarding the performance of the Agreement, they can send their complaint to the Customer Services department at PostNL (for consumers via www.postnl.nl/voorthuis/klantenservice or 0900-0990 (€0.45 per call), for corporate customers via www.postnl.nl/zakelijk/klantenservice or +31 (0) 88 868 68 68). Complaints will be dealt with as quickly as possible. A response to the points raised will be provided within 14 days. If such a response to the points raised is not possible, the reasons why this cannot reasonably be given at an earlier date will be stated. The latest date for a definitive conclusion will also be stated.
- 8.2** If required for the complaints to be dealt with properly, written notification of the complaint can be requested.
- 8.3** If the Recipient is a consumer and a dispute remains between them and PostNL about the performance or formation of the Agreement, or if their complaint does not receive a response within the specified term, then they can submit their complaint to the Dutch Foundation for Consumer Complaints Boards for the Postal System via www.degeschillencommissie.nl. This can also be done by telephone (+31 (0) 70-310 53 10) or by post (PO Box 90600, 2509 LP The Hague). A dispute must be referred to the Dutch Foundation for Consumer Complaints Boards for the Postal System, either electronically or in writing, within 12 months at the latest from the date when the consumer submitted their complaint. The verdict of the Dutch Foundation for Consumer Complaints Boards for the Postal System is binding on both parties.
- 8.4** If the Recipient does not wish the dispute to be handled by the Dutch Foundation for Consumer Complaints Boards for the Postal System, they can submit the dispute to the district court. Disputes between Recipients who are not consumers and PostNL can only be submitted to the District Court.

Article 9

Amendments and additions

Amendments and additions to the General Terms and Conditions will only take effect in consultation with the Consumentenbond consumer association.

Article 10

Lapse of time

All claims arising from the Agreement will lapse one year from the day after the relevant service has ended. This term will start afresh on receipt of a written claim for compensation from the Recipient.

Article 11

Applicable law

The Agreement is governed by Dutch law.

Article 12

Inspection

The latest version of the General Terms and Conditions can be read at www.postnl.nl/en/terms-and-conditions/ or will be provided free of charge on request by Customer Services (for consumers 0900-0990 (€0.45 per call), for corporate customers +31 (0) 88 868 68 68).

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2014

We are always available

Contact Business Service by calling +31 (0) 88 868 68 68 for corporate customers, or Customer Services for consumers on 0900-0990 or visit www.postnl.nl

The logo for PostNL, featuring a crown icon above the text "postnl" in a blue, lowercase sans-serif font. The logo is set against a grey, rounded triangular background.

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