

# An Post Universal Bulk Mail Services Terms and Conditions

## Commencement

These Terms and Conditions shall come into operation on the 2 day of August, 2023.

## Definitions and Interpretation

- 1.
- (1) The definitions used in these Terms and Conditions are as set out in Schedule 1.
- (2) These Terms and Conditions apply to services which are not provided as a single piece service.
- (3) The General Conditions (Conditions 1 -18) apply to the Universal Bulk Mail Services.
- (4) Additional or different terms may apply for other services; or, may be agreed between An Post and a Consignor for additional services, not provided for in these Terms and Conditions. Definitions used in these Terms and Conditions will apply.

## General Conditions

### Charges

2. (1) The Charges for Postal Packets subject to these Terms and Conditions shall be specified in the Schedule of Charges for Universal Bulk Mail Services and available at : <https://www.anpost.com/Commerce/Large-Enterprise/Bulk-Mail-Discounts/Domestic-Bulk-Mail>. The appropriate charge is dependent on the service, the destination, the format and the volume of the Postal Packet as specified. Consignor should ensure the correct Charges are applied to Postal Packets it is sending.
- (2) Charges may be varied by An Post from time to time and prior notice of the variation and of the effective date of implementation will be provided in accordance with the Act.
- (3) Charges shall become due as soon as a Postal Packet is presented to An Post for transmission by post.
- (4) Unpaid Charges shall be recoverable from the Consignor as a simple contract debt as provided in Section 49 of the 2011 Act.
- (5) An Post may in any case in which it considers it just, reasonable or advantageous to do so, refund to any person a Charge which is paid to it in relation to a service and may attach conditions to such refund as it deems to be equitable or appropriate.
- (6) Services provided under these terms and conditions as USO Bulk Mail Services are presently exempt from VAT. If VAT is payable on any service, VAT shall be payable in addition to the Charge.
- (7) A claim or counterclaim made shall not be made the reason for deferring or withholding payment of monies payable or liabilities incurred to An Post.
- (9) Underpaid Postal Packets shall on delivery, be liable to the Charges specified in the Schedule of Charges.
- (10) An Post may require the Consignor of Postal Packets to complete billing document(s) in a form prescribed by An Post and to deliver it to An Post when posting the Postal Packets to which it applies. The billing document must show the service, number, format, weight, dimensions and destination of the Postal Packets, as well as appropriate Customs documentation, where applicable.

## Modes of Prepayment

3. (1) Any Charge payable in respect of a service must be prepaid.

- (2) Charges may be prepaid either:
- (a) by adhesive postage stamps including labels printed by An Post at a Post Office; or
  - (b) by impressions of a Postal Franking Machine under the direction or by the permission of An Post; or
  - (c) by the use of a Ceadúnas produced stamped envelope, cover, postcard, or other form; or
  - (d) in such other manner as An Post may from time to time authorize and approve to denote prepayment of postage.

### Prohibitions

4. (1) There shall not be posted or conveyed or delivered by post any Postal Packet which contains any of the items listed in Schedule 4.
- (2) The sender of a Postal Packet which contravenes Condition 4(1) shall be liable for all costs incurred in its disposal and for all loss arising from damage to other Postal Packets or to An Post staff or equipment or for loss arising from delays or disruption to service. An Post shall have no obligation to return the Postal Packet to the sender or to deliver it. An Post may dispose of it as it thinks fit and shall incur no liability to the sender.
- (3) Postal Packets containing or consisting of any item which is prohibited under Condition 4(1) may be delivered subject to such restrictions or requirements as An Post may specify from time to time.

### Addressing and Packing

5. (1) Each Postal Packet must be fully and correctly addressed. All the elements of the address must be written clearly and legibly on the front or on a label securely attached to the front of the cover (or otherwise in a manner such that the address is clearly visible in its entirety as if it had been written on the front of the cover) of the item. The address must not be obscured or made difficult to read in any way including by the manner in which the contents are enclosed in the item.
- (2) Every Postal Packet (except a Postcard) must be packed and enclosed in a reasonably strong case, wrapper, or cover, in such a manner as is calculated to preserve the contents from loss or damage in transmission by post and to prevent any tampering with its contents. (For advice on packing see [www.anpost.com/Post-Parcels/Sending/Sending-Guide](http://www.anpost.com/Post-Parcels/Sending/Sending-Guide))
- (3) Every Postal Packet shall be made up and secured to prevent injury to any other Postal Packet in course of transmission by post or to any receptacle in which it is conveyed, or to an officer of An Post or other person who may deal with such Postal Packet or to postal equipment or to third party property.
- (4) Postal Packets containing Biological Substances Category B shall be packed in accordance with ADR Packaging Instructions P650 (<http://www.irishstatutebook.ie/eli/2011/si/349/made/en/print>). The sender shall indicate on the outside of the Postal Packet which biological substances the Postal Packet contains.
- (5) Where the ADR permits the carriage of small quantities of dangerous goods, the following rules shall apply:
- (a) A Postal Packet containing limited quantities of dangerous goods as defined in the ADR must be packed and marked in accordance with Chapter 3.4 of the ADR.
  - (b) A Postal Packet containing dangerous goods packed in excepted quantities as defined in the ADR must be packed and marked in accordance with Chapter 3.5 of the ADR. (<https://www.unece.org/trans/danger/publi/adr/adr2017/17contentse0.html>)
- (6) Where the cover of a Postal Packet bears a description, mark or design indicating the nature of the contents, the contents must be as indicated on the cover.

- (7) If so requested by An Post the sender shall provide a written confirmation from a Dangerous Goods Safety Advisor to confirm that a postal packet conforms to the requirements of Condition 5(3) and 5(4).
- (8) All Packets and Registered Postal Packets shall bear the barcode and any required labelling prescribed by An Post.
- (9) Any article contained in a Postal Packet shall be adequately packed as a protection against damage in course of transmission by post and in particular:
  - (a) An article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the article against the effect of such concussion, pressure and knocks to which Postal Packets are ordinarily exposed in transmission by post, and the Postal Packet shall bear the words ' FRAGILE WITH CARE' written conspicuously in capital letters on the face of the cover above the address.
  - (b) An article which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the article from being bent in transmission by post, and the Postal Packet shall bear the words ' DO NOT BEND' written conspicuously in capital letters on the face of the cover above the address.
- (10) The sender shall indemnify An Post against all loss it may incur arising from any failure by the sender to comply with this condition.

#### Position of Stamp, Postage Prepayment Mark, Return Address and Endorsements

- 6. (1) Where Charges are prepaid the stamp or Postal Franking impression or other Postage Prepayment Mark on a Postal Packet shall be in the top-right hand corner of the address side of the Postal Packet. Such stamps, impressions or marks showing prepayment of postage may be fixed, printed, impressed, embossed or otherwise shown on the envelope or cover of an item only in a manner as An Post may approve.
  - a. Every Postal Packet should bear a return address on the top left hand corner on the address side of each Postal Packet or to the left of the address on a Postal Packet in roll form. A return address ensures quicker return to sender of an undeliverable Postal Packet in accordance with condition 7(4)
  - (b). An undeliverable Postal Packet without a return address shall be dealt with in accordance with Condition 7(4)(c)
  - b. Except with the special permission of An Post, nothing shall be written, printed, or otherwise impressed upon, or across, the stamp on any Postal Packet.
  - c. An Post may write, print or otherwise impress on any Postal Packet such words or figures or post mark dyes as it considers appropriate, for revenue protection, quality control, redirection or record purposes or pursuant to a direction under section 110 of the Postal and Telecommunications Services Act 1983 or for the purpose of publicity (including publicity for An Post' s own services) and advertising in accordance with such arrangement as may be entered into between An Post and the advertiser.

#### Where a postal packet is undeliverable or undelivered

- 7. (1) Where a Postal Packet, is undeliverable (for the specific reasons set out in Section 47 (4) of the 2011 Act), it will be dealt with in accordance with 7(4) hereunder.
- (2) Where a Postal Packet is deliverable but delivery cannot be completed at the delivery point, (for example a signature is needed to take acceptance of the postal packet however a signatory is not available to sign or a postal packet is too big to fit through the addressee's postbox or mutually agreed delivery point), An Post will leave a docket at the address of the addressee indicating where and when the Postal Packet may be collected.

- (a) The Postal Packet may be collected at the times and collection location set out on the docket and subject to payment of the applicable Charges specified in the Schedule of Charges. In this case, Postal Packets will be held at the collection location for 5 Working Days. Postal Packets from outside the state for delivery in the state will be held at the collection location for 16 Working days.
  - (b) An Post may require proof to its satisfaction that an applicant for collection of a Postal Packet is entitled to receive the Postal Packet.
  - (c) Following expiration of the period at the collection location in 7(2)(a), the Postal Packet will be dealt with in accordance with 7(4).
- (3) There may be other reasons why delivery cannot be completed at the delivery point and that a docket cannot be left at the address of the addressee (for example serious health and safety reasons at the delivery point location preventing the delivery of the postal packet), in which case the Postal Packet will be dealt with as is set out in 7(4).
- (4) If a Postal Packet is not delivered in accordance with 7(1) or 7(3) or it was not collected in accordance with 7(2) it will be dealt with as below:
- (a) the cover of the Postal Packet will be dated and endorsed with the reason(s) it has not been delivered;
  - (b) where a Postal Packet bears a return address on the cover of the Postal Packet, the Postal Packet shall be returned to the Return address after One Working Day in ordinary course of post;
  - (c) where a Postal Packet does not bear a return address on the cover of the Postal Packet, An Post will make reasonable endeavours, including by opening the Postal Packet (in accordance with Section 47 of the 2011 Act), to identify the Sender's name and address.
    - i. Where the Sender's address can be identified, the cover of the Postal Packet will be endorsed with the senders name and address and returned to the Sender's address in accordance with the normal transmission by post;
- (5) Where the sender's name and address cannot be identified by any means the Postal Packet will be retained by An Post pending a claim from the addressee or from the sender. In the absence of any claim within a period of one (1) month of receipt of the Postal Packet or three (3) months of posting the Postal Packet for delivery in the State or six (6) months of posting for a delivery outside the State, the Postal Packet may be disposed of by An Post as it sees fit.

### Readdressing

8. (1) If the addressee is no longer resident at the postal address stated on the Postal Packet, the Postal Packet may be redirected to the same addressee at his new postal address in the State. Charges in respect of each Postal Packet redirected apply, and, if not previously paid, shall be paid by the addressee upon delivery of the Postal Packet.
- (2) Any redirected Postal Packet which appears to have been opened before being redirected and any Postal Packet which purports to be redirected but which appears to have been treated in a manner designed to evade the payment of any Charge payable thereon, shall be dealt with and charged as an unpaid Postal Packet or otherwise dealt with as determined by An Post.

### Return and Disposal of Postal Packets

9. (1) An Post may refuse, detain, defer, withhold, return, dispose of and open Postal Packets in exercise of its powers under Section 47 of the 2011 Act.
- (2) If An Post directs the contents of the Postal Packet to be sold, the proceeds may be applied to pay the Charges (including customs charge(s)) to which the Postal Packet is subject and any related administrative costs and the balance of the proceeds of sale may be returned to the sender or otherwise disposed of as An Post decides.

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

#### Common Carrier

10. An Post is not and shall not be a common carrier.

#### Service Availability

11. (1) An Post, acting reasonably, may refuse or delay the provision of any service in the interests of the health, safety and welfare of its staff or customers or on the advice of An Garda Síochána or a regulatory agency.
- (2) Any condition, term, standard or requirement in these terms and conditions which affects or relates either to:
- (a) the eligibility of a Postal Packet to be included in a service, or
  - (b) the eligibility or entitlement of a person to use, avail of or benefit from service,
- may be waived, dispensed with or varied by An Post in any individual case, or generally from time to time, provided that such waiver, dispensation or variation meets the reasonable needs of users or would or is calculated to increase the use of service by any person or group or class of persons.
- (3) An Post may in case of doubt or dispute, decide under which service any particular Postal Packet shall be or has been conveyed.

#### Personal Data

12. (1) An Post is Data Controller of the Personal Data it processes in providing services pursuant to these terms and conditions.
- (2) Where a User supplies Personal Data to An Post, An Post will comply with the obligations imposed by Data Protection Legislation and will only use such data for the purpose for which it was disclosed and unless disclosure is required by law or to provide the service for which it was disclosed, keep such data confidential and not disclose such data to any third party without the User's prior written agreement.
- (Further information about how Personal Data is used is set out in An Post Group Privacy Statement at <https://www.anpost.com/Privacy/Group-Data-Privacy-Statement> and the An Post Data Protection Policy Notice at <https://www.anpost.com/Privacy/Data-Protection-Privacy-Notice>).
- (3) This Condition is without prejudice to any separate agreement that may be entered into with Consignors when necessary or required for An Post to do so.

#### Customs and Security

13. (1) All Postal Packets addressed to a place within the European Economic Area outside the State or to a place within the United Kingdom of Great Britain and Northern Ireland (but excluding Northern Ireland) shall have endorsed on them or on forms supplied by An Post and attached to them, an Aviation Security Declaration. (see [www.anpost.ie/anpost/news/aviation+security+declaration](http://www.anpost.ie/anpost/news/aviation+security+declaration)).
- (2) All Postal Packets addressed to a place outside the State shall be accompanied by and have affixed to them such correct and complete Customs Documentation as required by law or as An Post may

from time to time prescribe.

(See [https://www.icao.int/Meetings/AirCargoDevelopmentForum-Togo/Documents/WCO-UPU\\_PostalCustomsGuide-June2014.pdf](https://www.icao.int/Meetings/AirCargoDevelopmentForum-Togo/Documents/WCO-UPU_PostalCustomsGuide-June2014.pdf)

and

<https://www.revenue.ie/en/customs/businesses/electronic-systems/aes/low-value-goods.aspx>)

- (3) It is a Consignor's responsibility to ensure that all correct, accurate and complete Customs Documentation is provided to An Post and that the appropriate labels and / or barcodes are applied to Postal Packets as are required for completion of customs formalities.

(See <https://www.revenue.ie/en/customs/businesses/electronic-systems/index.aspx>)

### Compensation for Loss or Damage

15. (1) Save as otherwise provided in these terms and conditions, An Post shall have no liability to the Consignor or to the addressee of any Postal Packet lost, damaged or delayed in any service provided pursuant to these terms and conditions.
- (2) Subject to Condition 15(7) If any Postal Packet is lost, damaged or delayed, by at least seven (7) days if for delivery within the State or by at least ten (10) days if for delivery outside the State, whilst in the custody of An Post, An Post shall pay compensation to any person or persons who establish a reasonable claim to compensation. Compensation shall include the cost of the Charges, cost of the cover of the Postal Packet, the cost of replacement or reproduction of the packaging and a small sum in respect of any other costs.
- (3) Compensation shall not be paid for:
- (a) the loss of or damage to a Postal Packet containing anything prohibited from transmission by post;
  - (b) for loss or damage arising from events outside the control of An Post;
  - (c) the loss or damage to Postal Packets containing eggs, soft fruit, liquids, glass;
  - (d) any consequential or indirect loss, damage or injury including without limitation, loss of income, profits, interest or utility arising from the loss, damage, delay, non-delivery or mis-delivery of anything sent by post;
  - (e) any loss or damage arising from the failure or delay of An Post in presenting documentation to any Customs Authority;
  - (f) for loss or damage to the contents of a Postal Packet containing Paper Money or Jewellery or Documents transmitted by post unless contained in a Registered Postal Packet addressed to an address in the State which does not exceed 2 kilograms in weight.
  - (g) in respect of a Postal Packet if the sender or addressee fails to take delivery within period required by conditions 7(1);
  - (i) in respect of delay or seizure of any Postal Packet by any Customs Authority;
  - (i) for loss or damage arising from a failure to comply with Condition 4 or 5;  
or
  - (j) for works of art, glass or ceramics;
- (4) The words " Fragile With Care" must be written conspicuously on the face of the cover of any Postal Packet containing fragile items. The presence of these words is a condition of compensation for damage to a fragile article.
- (5) The compensation payable under this Condition shall be in substitution for, and not in addition to, any compensation which would otherwise be payable under these terms and conditions.

- (6) Compensation may be paid in postage stamps unless the Customer requests payment by cheque.
- (7) An Post shall be immune from all liability in respect of any loss or damage suffered by a postal service user because of (a) any failure or delay in providing, operating or maintaining a universal postal service or (b) any failure, interruption, suspension or restriction of a universal postal service.

### Complaints

16. (1) Any claim for damage or delay to a Postal Packet must be made in writing to An Post
- (i) within 3 months of posting of a Postal Packet for delivery within Ireland,
  - (ii) within 6 months of posting of a Postal Packet for delivery outside Ireland, provided the foreign administration will co-operate, and
  - (iii) within 7 months of posting of an Incoming Cross Border Postal packet.
  - (iv) 1 month of receipt of a Postal Packet

(2) A postal user may lodge a complaint in accordance with Fifth Schedule (“Complaints Procedure”) to the An Post Universal Postal Service Terms and Conditions - Single Piece Mail

A postal user may lodge a complaint with its account user, where applicable.

### Transferring Rights under these Terms and Conditions

17. A Consignors rights or duties under these terms and conditions may not be transferred or assigned. If a consignor engages another person to carry out any of its duties (as agent or otherwise), Consignor will be responsible to An Post for any actions taken by that person and must make sure any agents, representatives and subcontractors are bound by the terms of this Agreement.

### Changes to Terms and Conditions

18. If changes are made to these Terms and Conditions for legal or for regulatory reasons, notice will be given by publishing such changes or new terms on An Post’s website and in accordance with the 2011 Act.

## Schedule 1 - Definitions and Interpretation

- (1) "Act" means the Communications Regulation (Postal Services) Act 2011.
- (2) "ADR" means the European Agreement concerning the International Carriage of Dangerous Goods by Road 2006, volumes 1 and 2, as may be amended from time to time. (For information see: <https://www.unece.org/trans/danger/publi/adr/adr2017/17contentse0.html>)
- (3) "ADR Packing Instruction 650" means the packaging instruction applied to UN 3373 set out in section 4.1.4 of volume 2 of the ADR as may be amended from time to time, a copy of which is available for inspection on the An Post website [www.anpost.com](http://www.anpost.com) and from post offices.
- (4) "An Post Delivery Office" means an office managed by the universal service provider for the purposes of processing postal packets immediately prior to the activity of delivery to the addressee;
- (5) "An Post Mails Centre" means the Dublin Mails Centre, Portlaoise Mails Centre or Athlone Mails Centre.
- (6) "An Post Office of Acceptance" means the An Post Mails Centre and An Post Delivery Office at the Specified Locations.
- (7) "Auto-Sort" means sortation by An Post automated sorting equipment without manual intervention.
- (8) "Aviation Security Declaration" is the An Post form which customers sending items to European Union destinations shall complete and shall be attached to all Postal Packets containing goods (excluding Documents) which are being posted to any European Union destination.
- (9) "Biological Substances, Category B" is any infectious substance which is assigned to UN3373 of the ADR. (For more information visit [www.hsa.ie](http://www.hsa.ie))
- (10) "Ceadúnas" means a mark in a form designated by An Post to indicate the Sender has entered into an arrangement with An Post or has otherwise paid postage in a manner acceptable to An Post.
- (11) "Charge" includes postage, postage amount, price, tariff, fee or rate of postage.
- (12) "Coin" means coin and includes coin of all kinds, whether or not legal tender in the State or elsewhere.
- (13) "ComReg" means the Commission for Communications Regulation.
- (14) "Consignor" means a person who presents a Postal Packet to An Post for transmission by post and



includes a sender, a postal service provider (within the meaning of the Act) and a foreign postal administration but does not include a person who presents Postal Packets to An Post for delivery if that person:

(a) is an agent of An Post for the provision of Postal Services, or

(b) is providing transport services to An Post.

(15) "Customs Authority": The Revenue Commissioners and, in connection with jurisdictions other than the State, an entity of such jurisdiction empowered by law to administer the customs regime for the control of imports and exports and collection of duties and levies on behalf of that jurisdiction.

(16) Customs Documents means any Documents required to be provided to An Post by sender or Consignor for the completion of any import or export formalities applicable to Postal Packets, as required by the Irish Customs Authority, which shall include, but may not be limited to, a clear and accurate description of the goods contained in the postal packet and the value of such goods and other customs law related data requirements;

(17) "Dangerous Goods Safety Advisor" means a person holding an appropriate Certificate of Training issued by the Chartered Institute of Logistics and Transport of Ireland or an equivalent qualification issued in a Member State of the European Union.

(18) "Data Protection Legislation" means the General Data Protection (Regulation 2016/679) and the Data Protection Directive (Directive 2016/680).

(19) **Deferred Delivery** in respect of the relevant Postal Packets means deposited at a delivery office at one of the specified locations for delivery within the State 2 (two) Working Days after the Working Day on which such Postal Packets were so deposited;

(20) **Delivery Only** in respect of the relevant Postal Packets means deposited at a delivery office at one of the specified locations for delivery within the State and having a target delivery time of 1 (one) Working Day after the Working Day on which such Postal Packets were so deposited;

(21) "Dimensional Weight" means length x width x depth (in centimetres) divided by 6000 and in Kilograms.

(22) "Directive" means Directive 97/67/EC as amended by Directive 2002/39/EC and Directive 8/6/EC.

"Europe" means European Union, European Economic Area, Switzerland and the destinations listed in the Second Schedule.

(23) **Documents** means items, bearing manuscript, typed or printed text, including barcode, contained on:

(a) paper, parchment, vellum or similar material, including any adhesive labels; or

(b) in electronic form, on and/or retrievable from, whether directly or indirectly, any media storage device, including but not limited to any form of computer, USB key, CDs, DVD and/or any other device capable of storing content and/or documents;

And any reference herein to documentation shall be construed as a reference to Documents.

(24) "Europe" means the European Economic Area, the United Kingdom of Great Britain and Northern Ireland and Switzerland and destinations listed in the Second Schedule.

(25) "Firearms" means firearms as defined in Section 4 (i) of the Firearms and Offensive Weapons Act 1990.

(26) "Fictitious Postage Stamp" means any facsimile or imitation or representation of any stamp or franking impression for denoting any rate or duty of postage whether of the State or of any other country or state or any other postal service provider.

(27) "Foreign" when used in relation to any Postal Packet of any description thereof means posted in the State and addressed to a place outside the State.

(28) **Foreign Bulk Mail Service** means the service offered by An Post for the clearance, transport, distribution of foreign Postal Packets deposited in bulk, such Postal Packets being a substantial number of similar foreign Postal Packets deposited with a universal postal service provider at the same place and time, pre-sorted by country of destination and prepaid by postal franking machine or prepaid posting under special licence, to be transported and distributed to the addressees as marked on each of the postal packets.

(29) "Franking Impression" means the printed postal mark produced by a Postal Franking Machine that includes the Charge, date of posting and may also include a Slogan Die impression.

(30) "Girth" means 2 x (depth plus width).

(31) "Incoming Cross Border" means addressed to a place in the State and sent from outside the State.

(32) "Inland" when used in relation to any Postal Packet or any description thereof, means posted in the State and addressed to some place in the State.

(33) Insured Item means an Incoming Cross Border Postal Packet consigned as such pursuant to the rules of the Universal Postal Convention;

(34) International Business Reply Packet means a Postal Packet which

(a) is addressed to a person who has made provision with another postal administration for the payment of postage

(b) contains or has thereon only a communication sent by way of communication from the addressee

(c) is within the dimensions set by and is distinguished or marked in such manner as prescribed by the Universal Postal Convention or the Letter Post Regulations made thereunder and

(d) is addressed to an address outside the State

(e) weighs no more than 50 grams

(35) "Ireland" shall be construed as not including any area which is, for the time being, not within the area and extent of application of the laws enacted by the Oireachtas.

(36) "Jewellery" means:

(a) gold, silver or platinum or other precious metal in a manufactured state, that is to say, a state in which value is added to the raw material by skilled workmanship, and includes any coins used or designed for the purposes of ornament;

- (b) diamonds and precious stones;
- (c) watches, the cases of which are entirely or mainly composed of gold, silver or platinum or other precious metal; and
- (d) any article of a like nature which, apart from workmanship, has an intrinsic or marketable value.

(37) "Large Letter" means a Postal Packet (which is not a Letter) with Minimum Dimension 90 millimetres x 140 millimetres x 0.18 millimetres with a tolerance of 2 millimetres and Maximum Dimension 300 millimetres x 400 millimetres x 25 millimetres with a maximum weight of 500 grams.

(38) "Letter" means a Postal Packet within the following dimensions: minimum Dimensions of 90 millimetres x 140 millimetres x 0.18 millimetres with a tolerance of 2 millimetres and Maximum Dimensions of 235 millimetres x 162 millimetres x 5 millimetres and weighs no more than 100 grams.

(39) "Machineable Large Letter" means a Postal Packet which has; Minimum Dimensions of 90 millimetres x 140 millimetres x 0.18 millimetres; and Maximum Dimensions of 300 millimetres x 400 millimetres x 25 millimetres and weighs no more than 500 grams.

(40) "Machineable Letter" means a Postal Packet which has Minimum Dimensions of 90 millimetres x 140 millimetres x 0.18 millimetres; and Maximum Dimensions of 235 millimetres x 162 millimetres x 5 millimetres and weighs no more than 100 grams.

"Machineable Packet" means a Postal Packet (which is not a Postcard, Letter or a Large Letter) with Minimum Dimensions of 70 millimetres x 100 millimetres x 25 millimetres with a tolerance of 2mm and Maximum Dimensions of length; width and depth combined of 900 millimetres; with a tolerance of 2 millimetres and greatest dimension not exceeding 600 millimetres with a tolerance of 2 millimetres (In roll form; length and twice diameter, 1040 millimetres, greatest dimension not exceeding 900 millimetres) with a tolerance of 2 millimetres and a maximum weight of 1 kilograms

(41) "Non Machineable Postal Packet" means a Postal Packet which is not a Machineable Postal Packet.

(42) "Packet" means a Postal Packet (which is not a Postcard, Letter or a Large Letter) with Minimum Dimensions of 70 millimetres x 100 millimetres x 25 millimetres with a tolerance of 2mm and Maximum Dimensions of length, width and depth combined of 900 millimetres; with a tolerance of 2 millimetres and greatest dimension not exceeding 600 millimetres with a tolerance of 2 millimetres with a tolerance of 2 millimetres and a maximum weight of 2 kilograms.

(43) "Paper Money" means

- (a) legal tender notes; notes of any bank of issue, or notes which are currency, in Ireland or any other country or state;
- (b) Postal Money Orders or Foreign Currency Drafts;
- (c) unobliterated postage or revenue stamps, whether embossed or adhesive;
- (d) exchequer bills, bank post bills, bills of exchange, promissory notes, vouchers, cheques, credit notes which entitle the holder to money or goods and all orders and authorities for the payment of money, whether negotiable or not;

(e) bonds, coupons, and securities for money, whether negotiable or not.

(44) "Postal Form" means a form issued by or under the authority of An Post.

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

(46) "Postal Packet" means a Postal Packet as defined in Section 6 (1) of the Act, but for the purposes of these Terms and Conditions, excluding a Parcel.

(47) "Post Office" means a post office as defined in Section 6(1) of the 2011 Act.

(48) **Postage Prepayment Mark** means a mark or impression or symbol authorised for by An Post indicate payment of postage and/or Charges or other fees on a Postal Packet to indicate that postage (or other charges) on an item have been paid, or that the consignor has entered into a binding agreement with An Post for such payment. Such marks may be adhesive or non-adhesive (for example, when it is impressed or printed on a cover) as An Post may from time to time permit.

(49) "Pre-sorted" mean Postal Packets presorted according to the required presort specifications supplied from time to time by An Post.

(50) "Schedule of Charges" means the list of charges published by An Post from time to time on [www.anpost.ie](http://www.anpost.ie) and in such places as ComReg may direct.

(51) "Slogan Die" means the die used in a Postal Franking Machine containing advertising matter, slogans or return address.

(52) **Specified Locations** means Athlone, Ballina, Bray, Carlow, Carrick-on-Shannon, Castlebar, Cavan, Clonmel, Cork City, Cork, Drogheda, Dublin, Dublin City, Dundalk, Dungarvan, Ennis, Galway, Glengageary, Kilkenny, Killarney, Letterkenny, Lifford, Limerick, Longford, Mallow, Maynooth, Monaghan, Mullingar, Naas, Navan, Nenagh, Newbridge (Droichead Nua), Portlaoise, Roscommon, Shannon, Sligo, Swords, Thurles, Tralee, Tuam, Tullamore, Waterford and Wexford; and a Specified Location shall mean any one of them

(53) "State" means Republic of Ireland.

(54) "UN3373" means the United Nations classification to which ADR Biological Substances Category B are assigned pursuant to Section 2.2.62 of volume 1 of the ADR as may be amended from time to time, with the exception of Cultures or clinical wastes.

(55) "Universal Postal Convention" means the conventions of the Universal Postal Union. (For information see <http://www.upu.int/en/the-upu/the-upu.html>).

(56) "Universal Postal Union (UPU)" means the United Nations specialised body more fully described at <http://www.upu.int/en/the-upu/the-upu.html>.

(57) **USO Bulk Mail Services** means the USO Domestic Bulk Mail Services and the Foreign Bulk Mail Service;

(58) **USO Domestic Bulk Mail Services** means the services for the clearance, transport, distribution of either of

the following categories of Postal packets:

a minimum number of 200 letters and large envelopes capable of being processed by automated equipment, with a minimum Auto-Sort (readability) of 85%, prepaid by postal franking machine or prepaid posting under special licence, deposited with a universal postal service provider at the same place and time to be transported and distributed to the addressees as marked on each of the postal packets;

or

a minimum number of 200 packets up to a maximum **1kg** in weight, prepaid by postal franking machine or prepaid Ceadunas, deposited with a universal postal service provider at the same place and time to be transported and distributed to the addressees as marked on each of the postal packets

and having a service specification of either "Delivery Only" or "Deferred Delivery"

(59) "VAT" means Value Added Tax.

(60) "Working Day" means Monday to Friday excluding Public Holidays and the following:

- Good Friday;
- a Monday after a public holiday falling on a Saturday or Sunday;
- Christmas Eve; and
- the first day after St. Stephen's Day which would otherwise be a Working Day within the meaning of this definition

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

(61) "User" means a sender or an addressee of a Postal Packet.

(2)

Schedule 2  
List of European Destinations

Albania	Faroe Islands	Macedonia (Former Yugoslav Rep. Of)	Tajikistan
Andorra	Georgia	Moldova	Turkey
Armenia	Gibraltar	Montenegro	Turkmenistan
Azerbaijan	Greenland	Russia	Ukraine
Belarus	Kazakhstan	San Marino	United Kingdom of Great Britain and Northern Ireland
Bosnia Herzegovina	Kosovo	Serbia	Uzbekistan
Croatia	Kyrgyzstan	Spitzbergen	Vatican City State

### Schedule 3

#### List of Prohibited Items (See Condition 4 and 15)

1. The following definitions apply to this Schedule
  - (1) "ADR Category A" means Category A substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an Infectious Substance which is carried in a form that, when exposure to it occurs, is capable of causing permanent disability, life threatening or fatal disease to humans or animals.
  - (2) "ADR Category B" means Category B substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an infectious substance which does not meet the criteria for inclusion in ADR Category A.
  - (3) "Biological Substance, Category B" means any Infectious Substance which is assigned to UN 3373 of the ADR.
  - (4) "Clinical Wastes" means wastes derived from the medical treatment of animals or humans or from bio-research.
  - (5) "Cultures" means the result of a process by which pathogens are amplified or propagated in order to generate high concentrations thereby increasing the risk of infection when exposure to them occurs. This definition refers to cultures prepared for the intentional generation of pathogens and does not include cultures intended for diagnostic and clinical purposes.
  - (6) "Infectious Substances" means substances which are known or are reasonably expected to contain Pathogens, and including infectious substances affecting humans, infectious substances affecting humans and animals, infectious substances affecting animals only, Clinical Wastes and biological specimens;
  - (7) "Pathogens" means micro-organisms (including bacteria, viruses, rickettsia, parasites, fungi) and other agents such as prions, which can cause disease in humans or animals.
2. The following items may not be included in a Postal Packet:
  - (a) any indecent or obscene print, painting, photograph, lithograph, cinematograph film, engraving, book or card, or any other indecent or obscene article, whether similar to the above or not;
  - (b) having thereon, or on the cover thereof, any words, marks, or designs of an indecent, obscene or grossly offensive character;
  - (c) consisting of, or containing:
    - (1) dangerous, toxic, poisonous or Infectious Substance; other than Biological Substances, Category B exchanged between officially recognised senders as determined by An Post or the sender's competent authority which have not previously been carried by sea or air; and which are packed and labelled in accordance the ADR Packing Instructions P650; or
    - (2) explosive substance of any type;
    - (3) any waste, dirt, filth or refuse (including household waste);
    - (4) firearms; military ordnance, replica firearms, replica or inert explosive devices
    - (5) paint removers;
    - (6) oxidising substances or organic peroxides;
    - (7) compressed liquidized or dissolved gases;
    - (8) dry ice;
    - (9) flammable or corrosive solids or liquids;
    - (10) materials liable to spontaneous combustion;
    - (11) paints, varnishes, dyes;

- (12) radioactive materials (except under licence);
- (13) living creatures and vegetables;
- (14) proscribed or dangerous drugs (except under statutory licence);
- (15) mercury materials deemed illegal or prohibited by any government authority;
- (16) organic or biological materials likely to perish in transit;
- (17) sharp instruments not properly protected;
- (18) any noxious or deleterious substance;
- (19) any article or thing which is likely to injure any other Postal Packet in course of transmission by post or any receptacle in which same is conveyed or an officer of An Post or any other person who may deal with the Postal Packet or postal equipment or third party property;
- (20) any article liable to customs duty unless the importation of such articles by post is permitted by the country to which the Postal Packet is addressed and there is affixed to the Postal Packet a customs label in the prescribed form;
- (21) counterfeit or pirated items;
- (22) coins;
- (23) any document, precious metal, currency, security, goods (including stamps) or other article, commodity, or thing the exportation or importation of which is subject to control, restriction or prohibition under any law of the State or any other State for the time being in force, except, in so far as the exportation or importation (as the case may be) is authorised in accordance with the provisions of such law;
- (24) a Passport unless it is contained in an Inland Registered Proof of Delivery Postal Packet which weighs less than 2kg, or
- (25) items prohibited in Irish Aviation Authority Aeronautical Notices or by a Government Department or regulatory body.

Provided that nothing in Condition 2(c) of this Schedule shall prohibit the inclusion of items comprising only limited quantities of dangerous goods as defined in the ADR; or dangerous goods packed in excepted quantities as defined in the ADR in a Postal Packet.

3. A Postal Packet shall:

- (a) bear a customs or Aviation Security Declaration as to its contents and shall have appropriate and Customs Documentation where required so to do;
- (c) not bear any Fictitious Postage Stamp or any counterfeit impression of a stamping machine or a Postal Franking Machine or Ceadúnas or label used under the direction or falsely indicating the Charge postage has been paid or is not due;
- (c) not purport to be prepaid with any mark, stamp, label or impression of a stamping machine or a Postal Franking Machine which has been previously used to prepay Charges in respect of any other Postal Packet;
- (d) not having thereon or on the cover thereof any words, letters, labels or marks (used without due authority) which signify or imply, or may reasonably lead the recipient thereof to believe, that the Postal Packet is sent by someone other than the sender;
- (e) not contain any such form or so made up for transmission by post or having thereon or on the cover thereof any words, marks, or designs of a character likely to embarrass the officers of An Post in dealing with the Postal Packet;
- (f) not have anything written, printed, or otherwise impressed upon or attached to any part of that side of the Postal Packet which, either by tending to prevent the easy and quick reading of the address bearing the delivery address, or by inconvenient proximity to the stamp or stamps used in the payment of Charges, or in any other way, is in itself, or in the manner in which it is written, printed, impressed, or attached, likely to impede the officers of An Post in dealing with such Postal Packet or
- (g) not have the cover whereof or the part thereof reserved for the address is divided into separate sections for the insertion of successive addresses or bear unauthorised marks or designs.

4. Postal Packets addressed to destinations outside the State or Northern Ireland shall not contain:

- (i) aerosols;
- (ii) toner and ink cartridges;



(iii) liquids of any kind (including water, alcohol, gels, creams, aftershaves and perfumes).

