



An Coimisiún um  
**Rialáil Cumarsáide**  
Commission for  
**Communications Regulation**

# Universal Postal Service Provider after 1 August 2023

Notice of approval of terms and conditions  
of universal postal service effective on and  
from 2 August 2023

## Information Notice

**Reference:** ComReg 23/65

**Date:** 14/07/2023

**An Coimisiún um Rialáil Cumarsáide**  
**Commission for Communications Regulation**

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**NOTICE OF APPROVAL OF UNIVERSAL POSTAL SERVICE PROVIDER'S TERMS AND CONDITIONS FOR UNIVERSAL POSTAL SERVICES EFFECTIVE ON AND FROM 2 AUGUST 2023**

On 23 June 2023, An Post, as the designated universal postal service provider on and from 2 August 2023, submitted its terms and conditions for universal postal services under Section 23(1)(a) of the Communications Regulation (Postal Services) Act 2011 ("2011 Act") for approval by ComReg, with or without amendment. These submitted terms and conditions of the universal postal service, effective on and from 2 August 2023, are set out in Annex 1 (Single-piece universal postal service) and Annex 2 (Bulk mail universal postal service) of this notice of approval.

These submitted terms and conditions for the universal postal service effective on and from 2 August 2023 are hereby approved by ComReg without amendment.

An Post shall publish as required by ComReg Decision D03/23<sup>1</sup> and by Sections 23(2) and 23(3) of the 2011 Act:

- this notice of approval of the terms and conditions for the universal postal service effective from 2 August 2023,
- the approved terms and conditions of the universal postal service effective from 2 August 2023, and
- the charges made by it in respect of the universal postal service provision,

on its website before 19 July 2023.

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<sup>1</sup> <https://www.comreg.ie/media/2023/06/ComReg-2353.pdf>

# **Annex 1: Terms and conditions of single-piece universal postal service effective on and from 2 August 2023**

AN POST

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UNIVERSAL POSTAL SERVICE TERMS AND CONDITIONS - SINGLE PIECE MAIL

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## General Conditions

### Commencement

1. These Terms and Conditions shall come into operation on the 2<sup>nd</sup> day of August, 2023.

### Charges

2. (1) There shall be charged and paid upon Postal Packets the Charges specified in the Schedule of Charges. The appropriate charge is dependent on the service, the destination, the format, weight and dimensions of the Postal Packet as set out in the Schedule of Charges.  
  
(2) Charges shall become due as soon as a Postal Packet is presented to An Post for transmission by post.  
  
(3) Unpaid Charges shall be recoverable as a simple contract debt as provided in Section 49 of the 2011 Act.  
  
(4) 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.  
  
(5) Services provided under these terms and conditions are presently exempt from VAT. If VAT is payable on any service, VAT shall be payable in addition to the Charge.  
  
(6) 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.  
  
(7) All amounts outstanding for longer than thirty (30) days from the date of invoice shall be subject to an interest rate charge of 1.5% per month compound interest for each month for which the amount remains unpaid unless otherwise prescribed.  
  
(8) Underpaid Postal Packets shall on delivery, be liable to the Charges specified in the Schedule of Charges.

### Modes of Prepayment

3. (1) Any Charge payable in respect of a service must be prepaid unless An Post and the person liable to such Charge have otherwise arranged.  
  
(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 prescribe.

#### 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 the Second Schedule or which is outside of the maximum dimensions or weight of a Parcel.
- (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.

#### Packing

5. (1) 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))
- (2) 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.
- (3) 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.
- (4) 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>)

- (5) 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.
- (6) 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).
- (7) All Packets and Registered Postal Packets shall bear a barcode supplied by An Post.
- (8) 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.
- (9) 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, Return Address and Endorsements

6.

- (1) Where Charges are prepaid the stamp or Postal Franking impression on a Postal Packet shall be in the top-right hand corner of the address side of the Postal Packet.
- (2) 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)
- (3) 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.
- (4) 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 a small number of 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) An Post may remit such additional charges in the case of a Parcel (regardless of the postal service by which it is transmitted by post) if the Parcel is re-directed to an address served from the same delivery office.
- (3) 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.

### Certificate of Posting

10. An Post shall provide a Certificate of Posting on request when a Postal Packet is posted at a Post Office.

### Common Carrier

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

### Service Availability

12. (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.

### Complaints

13. Complaints shall be dealt with in accordance with the procedure set out in the Fifth Schedule.

### Customs and Security

14. (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 (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 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)).

### Compensation for Loss or Damage

15. (1) Save as otherwise provided in these terms and conditions, An Post shall have no liability to the sender 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);
  - (h) 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.

#### Personal Data

16. (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 mails Notice at <https://www.anpost.com/Privacy/Data-Protection-Privacy-Notice>).

### Postcards

17. The following special conditions shall apply to Postcards:–
- (1) Except as An Post shall otherwise direct or authorise in regard to reply Postcards no writing or printing, other than the name and address of the addressee, shall appear on the right-hand half of the face thereof.
  - (2) Nothing whatever shall be in any manner attached to a Postcard except–
    - (a) Postage stamps in payment of postage or of sums payable for registration;
    - (b) Illustrations, drawings, engravings, photographs, stamps of any kind, paper bearing the address or other written or printed matter. Provided that all such articles shall be of such nature as not to alter the character of the postcard, and shall consist of paper or other very thin substance and shall adhere completely to the postcard. Provided also that stamps likely to be mistaken for stamps used for payment of postage shall not be affixed to the address side of a postcard.
  - (3) In respect of Foreign Postcards: no writing except the address and any postal directions recognised by the Universal Postal Convention, and no printing except that of any of the matters aforesaid shall appear on the right-hand half of the address side of a Postcard.

### Postal Services for the Blind

18. The following provisions shall apply to Postal Services for the Blind:–
- (1) Every Postal Packet shall bear on the outside thereof the inscription “Postal Services for the Blind” or in the case of a Foreign Postal Packet “Literature for the Blind” and the written or printed name and address of the sender and on the side which bears the addressee’s address, with a clearly visible white label bearing the relevant symbol (see [www.anpost.com](http://www.anpost.com)).
  - (2) Every Postal Packet may be subject to examination in the post.
  - (3) Every Postal Packet shall be posted either without a cover or in a cover which can be easily removed for the purposes of examination or made up in such a way that its contents can be quickly and easily verified.
  - (4) A Postal Packet shall not contain any article except those listed in the Fourth Schedule or a label which may bear the name and address of the person to whom the Postal Packet is to be returned.
  - (5) A Postal Packet shall not contain any communication or inscription either in writing or in ordinary type (except the title, date of publication or manufacture, serial number, names and addresses of the printer and publisher or manufacturer, price and table of contents of the book or paper and the key to or instructions for the use of any special type or of any enclosed article).
  - (6) No Postal Packet which is presented to An Post as a Postal Packet to be delivered using the Postal Services for the Blind shall contain stamps or forms indicating prepayment whether obliterated or not, or any paper representing monetary value.

- (7) Notwithstanding anything in these terms and conditions, a Postal Packet to be delivered by An Post using the Postal Services for the Blind may contain outside or inside the Postal Packet an indication, by hand or by a mechanical process, of the name, position, profession, firm and address of the sender and of the addressee, the date of despatch, the signature, or telephone number, postal cheque or banking account of the sender, as well as a serial or identity number referring solely to the Postal Packet.
- (8) A Postal Packet to be delivered by An Post using the Postal Services for the Blind shall not exceed 7 kilograms.
- (9) Postal Services for the Blind shall be transmitted by post without Charge.

### Parcels

19. (1) All Parcels intended to be transmitted by post shall (except as otherwise provided in these terms and conditions) be posted by being handed in at a Post Office in the manner hereinafter provided, on the days and within the hours during which such office shall be open to the public for the posting of parcels.
- (2) Parcels may also be posted by being handed to an officer of An Post authorised to receive such Postal Packets for conveyance by post from the general public in rural areas.
- (3) Where the Dimensional Weight of a Parcel exceeds its weight; the Dimensional Weight shall apply for all purposes.

### Registered Postal Packets

20. (1) Subject to these terms and conditions, any Postal Packet may be posted as a Registered Postal Packet.
- (2) (a) A Registered Postal Packet must be posted by being handed for registration to an officer on duty at a Post Office or at another place agreed with An Post.
- (b) On the posting of the Registered Postal Packet a Certificate of Posting, bearing thereon an acknowledgment showing the value of the contents as declared by the sender and that all charges payable have been paid, shall be issued to the sender and should be retained by the sender.
- (c) Provided that in the case of the re-direction of a Registered Postal Packet subparagraph (2)(b) of this condition shall not apply, and, if the person tendering the Postal Packet for registration does not prepay the Charges on the Postal Packet, a Certificate of Posting stating that the said Charges have not been paid will be issued to the sender and should be retained by the sender.
- (d) The sender of the Registered Postal Packet must ensure that the Registered Postal Packet is securely fastened and that it is not possible to remove any part of the contents without either breaking or tearing the case, wrapper or cover, forcing two adhesive surfaces apart, or breaking a seal. If a Registered Postal Packet is sealed by strips of adhesive paper or tape, the sender of the Registered Postal Packet must ensure that each strip bears some distinctive mark of the sender, if transparent tape is used, the sender must ensure that its mark is under the adhesive.

- (e) An Post may issue a Posting Book to a sender bearing the words "Certificate of Posting" upon which An Post may endorse a certificate of posting, on the posting of a Postal Packet as a Registered Postal Packet, by affixing a Post Office date stamp to the Posting Book at the entry showing the addressee of the Registered Postal Packet and the value of the contents as declared by the sender.
- (3) On the delivery of a Registered Postal Packet the addressee or his agent shall give a Written Receipt for the same in the form prescribed by An Post. Notwithstanding Condition 7(2)(a) a Registered Postal Packet may be held for no more than 3 Working Days.

#### Compensation for loss or damage to Registered Postal Packets

21.

- (1) If any article of pecuniary value enclosed in, or forming part of, a Registered Postal Packet, is lost or damaged whilst in the custody of An Post, An Post shall pay compensation to any person or persons who establishes a reasonable claim to such compensation (having regard to the nature of the article, the care with which it was packed, the Charges paid by the sender, and other circumstances), subject to the following limits:-
- (a) The amount of compensation payable shall be no greater than the value declared by the sender or €25 if no value has been declared.
  - (b) Subject to Condition 21(d) and 21(e) the compensation payable may not exceed the least of the replacement value of the article lost or the amount of the damage sustained or the value of the contents as shown in the Certificate of Posting (if applicable).
  - (c) The compensation payable in respect of a Registered Postal Packet:
    - (i) addressed to anywhere outside Europe (being a Registered Postal Packet other than a Parcel) is limited to €35 plus charges paid, being a Parcel is limited to €100 plus charges paid;
    - (ii) addressed to Europe excluding United Kingdom of Great Britain and Northern Ireland is limited to €150 plus charges paid;
    - (iii) addressed to the United Kingdom of Great Britain and Northern Ireland is limited to €320, plus charges paid.
    - (iv) addressed to anywhere in the State is limited to €350, plus charges paid.
  - (d) No compensation shall be payable in respect of a Foreign Registered Postal Packet which contains any item listed in the Third Schedule.
  - (e) In no event may the amount of compensation exceed €350 plus charges paid in aggregate.

#### Posting of Books Abroad up to 5kg Service

22. (1) Every Postal Packet labelled "Letter Packet Containing Books" shall be

subject to examination in the post and shall not contain anything sealed or otherwise closed against inspection, or contain anything in the nature of current or personal correspondence or invoices or statements of account.

- (2) Notwithstanding paragraph (1) of this Condition, Postal Packets containing books may be accepted for transmission by post in sealed internal transparent wrappers within an external unsealed wrapper.
- (3) The gross weight of a Postal Packet containing books shall not exceed 5kgs in weight.
- (4) The expression "Letter Packet Containing Books" shall appear on the outer cover of the Postal Packet, on the address side top left hand corner beneath the sender's address.
- (5) The sender shall check the availability of the service to the destination concerned and shall comply with any customs restrictions which may apply.

#### Postal Packets from Outside the State

23. If An Post is required to collect customs charges or VAT from the addressee of a Postal Packet from outside the State, it may also collect a charge set out in the Schedule of Charges. The charge shall be paid on or before delivery of the Postal Packet.

#### Private Boxes and Bags (PO Boxes)

24. (1) A User may arrange for the use of a private box or bag at specified An Post premises to which Postal Packets addressed at that PO Box may be delivered and for the delivery of such private bag addressed to that PO box to the User by An Post.
- (2) The PO Box Service will be provided seven Working Days after written application and payment of the annual licence fee by the User ([www.AnPost.com](http://www.AnPost.com)).
- (3) An Post reserves the absolute right to refuse any application or discontinue the PO Box Service (where there are serious grounds to do so.) In such circumstances it shall provide reasons for the refusal or discontinuance.

Notice will not be provided to the User where:

- (i) to do so may contravene lawful authority;
  - (ii) to provide such notice could prejudice the ability of law enforcement agencies and/or other bodies with the requisite legislative and/or other powers to carrying out their functions;
  - (iii) the provision of notice cannot for other reasons such as mental incapacity and/or wardship be given to the User in question.
- (4) A private box or bag may only be used for legitimate purposes and should not be used for or contain or promote the sale or transit of firearms, other dangerous materials or medical products or medicines, indecent, obscene or objectionable material or other prohibited items as set out in the Second Schedule.

- (5) Unless other opening hours are specified by An Post, the User or his Agent may collect Postal Packets delivered to the private box or bag during normal working hours on Working Days. All Postal Packets deposited in the PO box shall be collected on a regular basis by the User. If the PO box is not normally regularly collected or becomes full, An Post will notify the User in writing by registered post. Following sending of this notification if the User fails to collect the Postal Packets within seven Working Days the Postal Packets will be dealt with in accordance with Clause 7.
- (6) If the User cancels the PO Box Service after its commencement. A refund will be issued in respect of the period after the cancellation of the service.
- (7) Any invoice issued by An Post in respect of the PO Box Service shall be settled within 30 days of its issue.
- (8) Unless otherwise required by law, An Post shall not be liable for any loss including consequential loss howsoever arising and/or arising from the provision of and/or the failure or delay in providing the PO Box Service. An Post's maximum liability for direct loss will be limited to the amount of the Charges paid for the PO Box Service.

### Residential and Business Redirection

- 25. (1) The Redirection Service consists of both the Residential Redirection service and the Business Redirection service.

On application by the User in the form specified by An Post and on prior payment of the Charges specified in the Schedule of Charges a redirection service shall be provided to the User.

- (2) Residential Redirection
  - (a) The Residential Redirection service is only available for the redirection of Postal Packets to which the User is entitled.
  - (b) The User who signs the application form (see <https://www.anpost.ie/AnPost/Mobile/Personal+Customers/Managing+Mail/redirection.htm>) must be 18 years of age or older. A parent or guardian must sign the application form for a minor requesting the Redirection service and insert the minor's date of birth where indicated.

An Post will not accept Redirection service applications from persons acting on behalf of persons who may be ill, incapacitated or a Ward of Court unless the Redirection application is supported by documentary proof of the applicant's legal authority to receive the Postal Packets addressed to that person.

- (c) An Post will require at least five Working Days' advance notice to put the Redirection Service in place.
- (d) There is a delay of one additional Working Day beyond normal delivery times in delivery of redirected Postal Packets.
- (e) The service may be cancelled by the User by notification in writing. An Post



will not refund the Charge if the Redirection service is cancelled after it has started.

- (f) If a Postal Packet is addressed to more than one addressee and only one of the addressees has requested the service An Post will deliver the Postal Packet as addressed. An Post will not redirect it unless all addressees agree in writing that one of them or a third party will receive it.
  
- (g) An Post will not redirect Postal Packets:
  - (i) which are Parcels;
  
  - (ii) for Users who share a name with someone who remains at the address from which the Postal Packet is to be redirected (e.g. parent and child of the same name or people that share the same initials and surname);
  
  - (iii) sent Poste Restante;
  
  - (iv) from a college, boarding house or similar accommodation with one common delivery point; or
  
  - (v) addressed to a PO box.
  
- (h) Deceased Persons

The following conditions must be satisfied before An Post will redirect Postal Packets on the instructions of the executors or the administrators of a deceased person:

- (i) if the deceased person left a will, probate of the will must accompany the application form which must be signed by all the executors;
  
  - (ii) if the deceased person left a will but there is a delay in obtaining probate, a copy of the will and a letter from the executors stating that probate has been applied for and that they know of no reason why it will not be granted must accompany the application form which must be signed by all the executors;
  
  - (iii) if the deceased person did not leave a will, letters of administration to the deceased person's estate must accompany the application form which must be signed by the administrators of the estate;
  
  - (iv) if the deceased person did not leave a will and letters of administration are not available, the customer must provide a written undertaking from a solicitor to produce letters of administration within twelve months;
  
  - (v) An Post reserves the right to request further documentary proof of any applicant's entitlement to receive the post of a deceased person.
- 
- (i) An Post reserves the right to refuse or discontinue the Redirection service at its absolute discretion where there are serious grounds to do so, including

but not limited to, where the Redirection service is unworkable. In such circumstances it shall provide notice of this, refund the charge and indicate the reasons. Notice will not be provided to the User where:

- (i) to do so may contravene lawful authority which prevents disclosure of the refusal or discontinuance of a service;
  - (ii) to provide such notice might prejudice the ability of law enforcement agencies and/or other bodies with the requisite legislative and/or powers to carry out their functions;
- and/or
- (iii) the provision of notice cannot for other reasons such as mental incapacity and/or wardship be given to the User in question.

(j) Limitation on Liability

An Post's liability for any direct loss or damage arising from this service is limited to the Charge paid for the Redirection Service. An Post will not be liable, in any event, for any consequential or indirect loss or damage including, without limitation, loss of income, profits, interest, utility or loss of market, however arising in respect of the Redirection service.

(k) Indemnity

In consideration of An Post providing the Redirection service, the User will indemnify An Post and keep it fully and effectively indemnified on demand from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which An Post may sustain or incur, or which may be brought or established against it by any person, which arises out of or in relation to or by reason of the use of the Redirection Service in breach of any of these Terms and Conditions.

(3) Business Redirection

- (a) The Business Redirection service is only available for the redirection of Postal Packets to which the User is entitled. The new address shall be stated on the application form (<https://www.anpost.com/AnPost/media/PDFs/BusinessRedirectionFromAnPost2020.pdf>). The Terms and Conditions are as set out in Condition 25(2) with the following exceptions:

- (i) where the User is a company the application form must be signed by the Company Secretary and at least one other Director;
- (ii) where the applicant is a partnership or association the signature of each partner or associate is required. If a separate sheet is necessary for this purpose it must be appended to the Business Redirection service application form and contain the partners' or associates' signatures below the following statement: "We have read and agree to the attached terms and conditions of An Post's Business Redirection service";

- (iii) where the User is a sole trader the application form must be signed by the sole trader;
- (iv) where the User is a form of business or organisation other than those stated above, or is an unincorporated association or an educational or healthcare institution, An Post will require suitable documentary proof of the User's entitlement and authority to redirect the mail;
- (v) where the User is a partnership, association, unincorporated association or educational or healthcare institution its name must be exhibited in a permanent and prominent place at the new address before An Post can redirect Postal Packets to the new address;
- (vi) the Business Redirection service is not available for the redirection of:
  - (a) Postal Packets for delivery to residential addresses;
  - (b) Postal Packets for delivery to a delivery point shared with other bodies where redirection would be unworkable or impractical;
  - (c) Postal Packets for delivery to a PO box.
- (vii) An Post will redirect Postal Packets for a company which has ceased trading only when the redirection form is accompanied by a letter from the company's solicitor or accountant stating that:
  - (a) the company has ceased trading;
  - (b) the Users have full authority to receive the company's post;
  - (c) the solicitor or accountant has full authority to make the representation; and
  - (d) the new address is the true and correct address of the User.
- (viii) An Post will redirect Postal Packets for a company in liquidation only when the application form is signed by the Liquidator and is accompanied by a copy of the Notice of Appointment of the Liquidator;
- (ix) An Post will redirect Postal Packets for a company in receivership only when the application form is accompanied by a copy of the Deed of Appointment or a letter from the receiver's solicitor confirming that the receiver has the authority to receive the redirected Postal Packets.

#### Postal Packets addressed Poste Restante (care of the Post Office)

26.

- (1) The sender of a Postal Packet addressed to a post office or to a ship or offshore installation at any port in the State, to be called for by the addressee, may add to the address of such Postal Packet a request that the Postal Packet may, if not called for within the time specified in such request, be returned to the sender or some person designated by him.

- (2) In such case such Postal Packet shall, at the expiration of the time specified in the request, be returned as specified in such request.
- (3) Provided that if the time specified in such request exceeds three months, the Postal Packet shall, notwithstanding any such request, be dealt with in accordance with these terms and conditions.

### Residential and Business Mailminder

27. (1) The Mailminder Service consists of both the Residential Mailminder Service and the Business Mailminder Service.
- (2) A User may arrange for the retention of Postal Packets during the pre-notified absence of the User from his/her home or premises and subsequently the delivery of those Postal Packets by completing the Application Form (<https://www.anpost.com/AnPost/media/PDFs/MailMinder.pdf>) and paying the Charge specified in the Schedule of Charges.
- (3) An Post will require five Working Days advance notice to put the Mailminder service in place.
- (4) The next date for delivery of Postal Packets will be as specified by the User in the application form.
- (5) The Mailminder service is not available for delivery points shared by multiple addressees, for example, college, boarding house or certain business premises. The User agrees to indemnify An Post against all claims made against it arising from the use of the MailMinder service in breach of this term.
- (6) The Postal Packets will not be available for collection from the Delivery Office or Delivery Service Unit while the MailMinder service is in place.
- (7) If An Post cancels the MailMinder service because it is unworkable it will refund the Charge but will incur no further liability in this event.
- (8) The MailMinder service can only be cancelled by written request. If the Applicant cancels the MailMinder service after it has begun An Post will not refund the Charge paid.
- (9) An Post reserves the right to discontinue or terminate the MailMinder service at its absolute discretion where there are serious grounds to do so.
- (10) The maximum amount of time a User can avail of the MailMinder service is twelve weeks.
- (11) **Limitation on Liability**  
  
The liability of An Post for any direct loss or damage arising from any service failure or delay in this service is limited to the Charge paid for the MailMinder service. An Post will not be liable, in any event, for any consequential or indirect loss or damage, including, without limitation, loss of income, profits, interest, utility or loss of market, however arising in respect of the MailMinder service.
- (12) The Service does not apply to Parcels.

- (13) Registered Postal Packets are held for no longer than 3 working days and then returned to sender. Registered Postal Packets posted from outside the State for delivery in the State are held for no longer than 16 working days and then returned to sender.
- (14) Residential Mailminder
  - (a) The User must be 18 years or older.
  - (b) The application must be made on behalf of all residents at the postal address for which the Residential Mailminder service is requested.
- (15) Business Mailminder

Where the User is a limited company the MailMinder service application form must be signed by the Company Secretary and at least one other Director of the company.
- (16) Where the User is a partnership, or associate, a separate sheet if necessary must be appended to the application form and contain the partners' or associates signatures below the following statements: "We have read and agree to the attached terms and conditions of the MailMinder service of An Post."
- (17) Where Condition 27(15) and 27(16) do not apply, the Applicant must provide documentary evidence in a form acceptable to An Post of his/her entitlement to apply for the Business Mailminder Service.

#### Business Reply Service

28.

- (1) A User may arrange with An Post to supply pre-printed envelopes or labels of a design specified by An Post so that senders may deposit Postal Packets for transmission by post to the User without pre-payment (other than Parcels) of Charges subject to the User making arrangements satisfactory to An Post to pay the Charges due thereon on delivery.
- (2) Annual Licence

There shall be charged and paid upon a Business Reply Annual Licence an Annual Licence fee of the amount specified in the Schedule of Charges. (<https://www.anpost.com/Commerce/Bulk-Mail/Business-Response-Services>)
- (3) Marking

The instruction 'no stamp necessary if posted in the Republic of Ireland' must be included on each Business Reply Postal Packet and Each Business Reply Postal Packet must conform to the address format as specified by An Post.
- (4) Charges

Charges payable on Business Reply Postal Packets shall be the Charges specified in the Schedule of Charges and shall become due by the addressee when the Business Reply Postal Packet is delivered.
- (5) Prohibition on redirection

Business Reply Postal Packets shall not be redirected after delivery to the postal

address laid down by An Post and accordingly Condition 25 shall not apply.

- (6) Business Reply Postal Packets may not be transmitted by post under Conditions 18, 19, 20, or 22 of these Terms and Conditions.

### Freepost Service

29.

- (1) Freepost service is the provision of a facility for an addressee to authorise the inclusion of the word 'Freepost' in his/her postal address so that senders may deposit Postal Packets for transmission by post without pre-payment of Charges subject to the addressee making arrangements satisfactory to An Post to pay the Charges due.

- (2) Annual Licence

Postal Packets posted using the Freepost service may be sent only to the holder of an Annual Licence at an address in the State. There shall be charged and paid upon an Annual Licence an Annual Licence fee of the amount specified in the Schedule of Charges. (<https://www.anpost.com/Commerce/Bulk-Mail/Business-Response-Services>)

- (3) Marking

The instruction 'no stamp necessary if posted in the Republic of Ireland' must be included in the instructions and 'Freepost' stamped on a Postal Packet posted using the Freepost service.

- (4) Charges

Charges payable on Postal Packets posted using the Freepost service shall be specified in the Schedule of Charges. The Charges shall become due by the addressee when the Postal Packet posted using the Freepost service is delivered.

- (5) Prohibition on redirection

Postal Packets posted using the Freepost service shall not be redirected after delivery to the postal address laid down by An Post and accordingly Condition 25 shall not apply.

- (6) Postal packets using the Freepost Service may not be transmitted by post under Conditions 18,19, 20, or 22 of these Terms and Conditions.

### Definitions and Interpretation

30. (1) In these Terms and Conditions–

- (1) 2011 "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) Annual Licence  
The 12 month fee which An Post charges in order to use certain services.
- (5) Aviation Security Declaration  
An 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.
- (6) Biological Substances, Category B  
Any infectious substance which is assigned to UN3373 of the ADR. (For more information visit [www.hsa.ie](http://www.hsa.ie))
- (7) Business Reply Postal Packet  
A Postal Packet which:
  - (a) is addressed to a person who has made provision to the satisfaction of An Post for the payment of postage in accordance with these Terms and Conditions;
  - (b) contains or has thereon only a communication sent by way of a communication from the addressee;
  - (c) is distinguished or marked in such manner as An Post shall direct;  
and
  - (d) is addressed to a postal address in the State.
- (8) Business Reply Service  
The service described in Condition 28.
- (9) "Business Reply Annual Licence" means a Licence issued in accordance with Condition 28.
- (10) "Ceadúnas" means a mark in a form designated by An Post to indicate the Sender has entered into an arrangement with An Post pursuant to Condition 3(1) or has otherwise paid postage in a manner acceptable to An Post.
- (11) "Certificate of Posting" means a receipt issued by An Post in respect of a Postal Packet and, includes a receipt endorsed by An Post on a Posting Book pursuant to Condition 20(2)(e).
- (12) "Charge" includes postage, postage amount, price, tariff, fee or rate of postage.
- (13) "Coin" means coin and includes coin of all kinds, whether or not legal tender in the State or elsewhere.
- (14) "Company Secretary" has the meaning provided for in the Companies Acts 2014.
- (15) "ComReg" means the Commission for Communications Regulation.
- (16) "Consignor" 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 2011 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.
- (17) "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.
- (18) "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.
- (19) "Data Protection Legislation" means the General Data Protection (Regulation 2016/679) and the Data Protection Directive (Directive 2016/680).
- (20) "Dimensional Weight" means length x width x depth (in centimetres) divided by 6000 in kilogrammes.
- (21) "Director" means a director as defined in the Companies Acts 2014.
- (22) "Documents" means items bearing manuscript, typed or printed text contained on:
- (a) paper, parchment, vellum or similar material; 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.
- (23) "Europe" means the European Economic Area, the United Kingdom of Great Britain and Northern Ireland and Switzerland and destinations listed in the First Schedule.
- (24) "Firearms" means firearms as defined in Section 4(i) of the Firearms and Offensive Weapons Act 1990.
- (25) " 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.
- (26) "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.
- (27) "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.
- (28) "Girth" means 2 x (depth plus width).
- (29) " 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.
- (30) "Large Letter" means a Postal Packet (which is not a Letter) with Minimum Dimension of 90 millimetres x 140 millimetres x 0.18 millimetres with a tolerance of 2 millimetres and a Maximum Dimension 300 millimetres x 400 millimetres x 25 millimetres with a maximum weight of 500 grams.
- (31) " 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 .
- (32) "Mail Minder" means a facility for the retention of Postal Packets during the pre-notified absence of the addressee from his/her home or premises and subsequently the delivery on his/her return.
- (33) "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 2 kilograms.
- (34) " Parcel" means a Postal Packet (which is not a Postcard, Letter, Large Envelope or Packet) having a maximum length of 1.5 meters provided the combined length and girth does not exceed 3 meters with a 2mm tolerance and which weighs no more than 10kg or 10kg Dimensional weight whichever is the lessor.
- (35) "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; or
  - (e) bonds, coupons, and securities for money, whether negotiable or not.
- (36) "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.
- (37) "Postal Packet" means a Postal Packet as defined in Section 6(1) of the 2011 Act.

- (38) "PO Box Service" means the Service described in Condition 24.
- (39) "Postal Services for the Blind" means Letters, Large Letters, Packets (including Foreign Postal Packets no more than 7 kilograms) and Parcels (excluding Foreign Parcels) weighing no more than 7 kilograms and containing items listed in the Fourth Schedule.
- (40) "Postcard" means a card which is sufficiently stiff to withstand processing without difficulties and the length is at least equal to the width multiplied by 1.4 and has Minimum Dimensions 90 millimetres x 140 millimetres x 0.18 millimetres, with a tolerance of 2 millimetres and Maximum Dimensions 235 millimetres x 162 millimetres x 5 millimetres with a tolerance of 2 millimetres and Maximum weight of 100 grams and except where the context otherwise requires, includes a reply Postcard.
- (41) "Posting Book" means a standard pre-printed record book which may be provided by An Post which can be used by the Consignor to record details of the addresses of Postal Packets sent using An Post services.
- (42) "Post Office" means a post office as defined in Section 6(1) of the 2011 Act.
- (43) "Post Restante" means the facility for a post office to be used as an addressee's address.
- (44) "Redirection Service" is a service for mail to be re-directed from the address to which it is addressed to another addressee.
- (45) "Registered Proof of Delivery Postal Packet" means a Postal Packet which has been registered in accordance with Condition 20.
- (46) "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 by such means as the ComReg may direct.
- (47) "Slogan Die" means the die used in a Postal Franking Machine containing advertising matter, slogans or return address.
- (48) "State" means Republic of Ireland.
- (49) "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.
- (50) "Universal Postal Convention" means the conventions of the Universal Postal Union (For information see <http://www.upu.int/en/the-upu/the-upu.html>).
- (51) "Universal Postal Union (UPU)" means the United Nations specialised body more fully described at <http://www.upu.int/en/the-upu/the-upu.html>.
- (52) "VAT" means Value Added Tax.
- (53) "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.

(54) "Written Receipt" means a receipt in a form prescribed by An Post and includes a signature on an electronic device.

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

(2) Words defined in Data Protection Legislation shall have the same meaning in these Terms and Conditions.

FIRST SCHEDULE

List of European Destinations  
(\*See Condition 30(23))

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

## SECOND SCHEDULE

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

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, where required so to do;
- (b) 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).

### THIRD SCHEDULE

#### Items Excluded from compensation under Foreign Registered Service (See Condition 21(1)(d))

Cash, including Paper Money and Coins;  
Bank Drafts;  
Vouchers with monetary face value (other than postage stamps);  
Passports;  
Jewellery;

Precious metals such as platinum, gold or silver.

FOURTH SCHEDULE  
(See Condition 18)

Items permitted in Postal Services for the Blind.

- (1). In Postal Packets posted for delivery within the State:
  - (a) books and papers (including letters to or from blind persons), impressed or otherwise prepared for the use of the blind;
  - (b) computer discs and CDs which have been prepared for blind/visually impaired people;
  - (c) spoken audio, video (with added commentary) and electronic media;



- (d) talking books and talking newspapers which are recordings of readings from printed books, journals, newspapers, periodicals or similar publications but no entertainment programmes which are available on radio or recordings;
- (e) paper posted to any person for the purpose of being so impressed or prepared;
- (f) relief maps;
- (g) machines, frames and attachments for making impressions for the use of the blind;
- (h) pencil writing frames and attachments;
- (i) braillette board and associated metal pegs;  
and
- (j) De Braille instructional device.

(2). The following articles sent or received by persons or institutions who may have entered into special arrangements to the satisfaction of An Post, where necessary, with regard to the transmission of such article:

- (a) games, including card games, specially designed or adapted for the use of the blind;
- (b) mathematical appliances and attachments specially designed or adapted for the use of the blind;
- (c) voice records on discs, films, tape or wire;
- (d) metal plates impressed or sent for the purpose of being impressed for the use of the blind;
- (e) wrappers and labels for use on Postal Packets for the blind bulk supplies;
- (f) braille watches, clocks and timers specially produced or adapted for the use of the blind;
- (g) tools, aids and precision instruments specially designed or adapted for the use of the blind;
- (h) rules and measures specially designed or adapted for the use of the blind; and
- (i) sectional or collapsible walking sticks for the use of the blind.

(3). In Postal Packets for the Blind or Partially Signed to Foreign destinations;

Postal Packets for the Blind or Partially Sighted to Foreign destinations may include letters bearing writing used by the blind, posted, unsealed, and plates bearing the characters of writing used by the blind, detailed below:

- (a) correspondence, literature in whatever format including sound recordings provided that they are sent to or by an organisation for the blind or sent to or by a blind person;
- (b) equipment or materials of any kind made or adapted or assist blind persons in overcoming the problems of blindness, including items such as specially adapted CDs, braille writing equipment, braille watches, white canes and recording equipment, provided that they are sent to or by an organisation for the blind or sent to or by a blind person.

**FIFTH SCHEDULE  
COMPLAINTS PROCEDURE  
(See Condition 13)**

**Feedback and Complaints**

At An Post we are committed to providing you with the highest level of service possible. If we make a mistake, or our service doesn't meet your expectations, our Customer Service team want to know. How can you contact us to make a complaint?

**By Phone**

Call Customer Service on 01 705 7600 Monday to Friday between 9.00am and 5.30pm.

**By Post**

Send a letter and/or relevant enquiry form, free of charge:

An Post

Customer Service

GPO

O'Connell Street Lower

Freepost

Dublin 1 D01 F5P2

## Online

By visiting <https://forms.anpost.ie/enquiry>

### Timescales for you to make a complaint

Given the enormous quantities of mail that we handle, our investigations regarding complaints are limited to certain timescales. For a complaint to be valid, we must receive it within the following timescales:

- Mail received within Ireland: One month from date of receipt of item.
- Mail posted within Ireland: Three months from date of posting of item.
- International mail: Six months from date of posting of item.
- Non mail related complaints: One month from issue causing complaint.

### Timescales for us to resolve your complaint

As a first step in handling complaints or where an enquiry is later designated to be a formal complaint, we will within three working days of receipt, send an acknowledgement letter by post containing a unique enquiry reference number. This number may prove useful if you have specific enquiries or additional information relating to the complaint at a later stage.

While we aim always to resolve your complaints within 10 working days, the sheer volume of mail that we deliver (over 2.5 million pieces each working day) means that this is not always possible. We do, however, promise to resolve your complaints within the following timescales:

- Mail within Ireland: 30 calendar days.
- Mail from/to Europe, Canada, New Zealand, Australia and certain other countries: 40 calendar days\*.
- Mail to all other destinations: 60 calendar days or sooner\*.

*\* Complaints regarding services to or from overseas take longer to resolve as we have to rely on information coming from other postal administrations.*

A very small number of complaints will take longer to resolve than outlined above. If this happens, we will keep you informed. You may also be entitled to €15 from us for failing to resolve the complaint within the timescales that we have promised.

### What if you're not happy with how your complaint was handled?

#### An Post Customer Advocate

If your complaint isn't resolved to your satisfaction, or if you find it difficult to understand the way in which it was resolved, you may ask to have it reviewed by An Post's Customer Advocate. The Customer Advocate provides free, independent reviews of complaints to help achieve impartial solutions. A complaint must be escalated to the Advocate within 30 calendar days of the final response.

#### By Post

Send details of your enquiry including details of the exact issues being disputed, copies of all documents and your case reference number relating to the dispute free of charge to:

Customer Advocate, Freepost, An Post, GPO, O'Connell Street Lower, Dublin 1, D01 F5P2

#### Online

Complete a form online at <http://www.anpost.ie/AnPost/MainContent/Customer+Service/Our+Commitment+to+You/Customer+Advocate+Contact+Form.htm>

The Advocate will issue a decision within 30 days of receiving the complaint, setting out the reasons behind the decision. If the Advocate finds in favour of the complainant, compensation of up to €30 may be payable or some other practical action may be recommended.

#### External Agencies

If you are not satisfied with the steps taken by An Post to resolve your complaint, or with the results of our investigations, you can seek assistance from a number of external agencies to help you with appeals. These are:

#### **Commission for Communications Regulation (ComReg)**

1 Dockland Central, Guild Street, Dublin 1, D01 E4X0 Tel: +353 1 804 9600 email: [consumerline@comreg.ie](mailto:consumerline@comreg.ie)

#### **Small Claims Court**

Contact the Small Claims Office in your district.

Visit [www.courts.ie](http://www.courts.ie)

#### **Compensation for Service Failure**

#### **Standard Post**

An Post will pay compensation for items lost, damaged or substantially delayed in the post (7 days within Ireland; 10 days for international items). Proof of posting such as a certificate of posting, may be required to be eligible for such compensation. Generally, these payments are made in the form of complimentary stamps and cover no more than the cost of postage and directly associated costs.

#### **Registered Post**

The Registered Post service has insurance cover available which is determined by the destination country. This cover is activated by declaring an accurate value of contents at the time of posting. For an extra charge, additional insurance may also be purchased. You must declare the value of the contents of your mail piece at the time of posting, in order to be eligible to claim compensation above the standard €25.00.

For full terms and conditions of these services please see [anpost.com/termsandconditions](http://anpost.com/termsandconditions)

#### **Recording Complaints**

A summary of the number of complaints received in the year by category is provided on an annual basis in the An Post Annual Report, which is available on our website.

#### **Complaint Procedures Summary**

Where you are the recipient you may need to obtain details on the item from the sender (e.g. date of posting and service used). For international post other postal administrations can usually only assist with our enquiries if the packet was registered.

#### **Step 1: Contact us**

- Post: An Post Customer Services, GPO, O'Connell Street Lower, Freepost, Dublin 1, D01 F5P2
  - Phone: 01 705 7600 Monday - Friday, 9.00am - 5.30pm
    - Online: By visiting <https://www.anpost.com/Help-Support/Contact-Us>
- You will be prompted to select the relevant service in the drop down box.

Please select "Mails Service" and then input your message and contact details.

There are time limits on making complaints. These are a period of one (1) month of receipt of the Packet or three (3) months of posting the Packet for delivery in the State or six (6) months of posting for a delivery outside the State but in any case we will endeavour to resolve your complaint where possible.

#### **Step 2: Receive acknowledgement**

- Within 3 working days, we will acknowledge, in writing, all complaints received.

#### **Step 3: Await resolution**

- Though we aim to resolve complaints in 10 working days, we promise to resolve complaints within 30 days (items within Ireland), 40 days (items to most international destinations where electronic means can be used to communicate) and 60 days (all other international complaints).

#### **Step 4: Compensation**

- The Registered Post service has insurance cover available which is determined by the destination country. This cover is activated by declaring an accurate value of contents at the time of posting.

- For Standard Post items, An Post will pay compensation as set out in this guide for items lost, damaged or substantially delayed (7 days within Ireland; 10 days for international items). Compensation will include redress for any directly associated costs.
- If we do not meet the maximum handling times set out, a payment of €15 may be available to you.
- Compensation payments are generally made in stamps or by cheque on request.

If you're not happy...

**Step 5 An Post Customer Advocate** If you're not happy with the outcome of the complaint, and have exhausted the procedures set out, you may contact the An Post Customer Advocate within 30 days for a review of your complaint.

#### **Step 6 External Review**

• If you still remain dissatisfied following the An Post Customer Advocate's decision, you may also contact ComReg if you wish to have the outcome examined.

Alternatively, you can seek a review through the small claims court.

# **Annex 2: Terms and conditions of bulk mail universal postal service effective on and from 2 August 2023**

# 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<br>(Former Yugoslav Rep.<br>Of) | Tajikistan   |
| Andorra               | Georgia       | Moldova                                   | Turkey   |
| Armenia               | Gibraltar     | Montenegro                                | Turkmenistan   |
| Azerbaijan            | Greenland     | Russia                                    | Ukraine  |
| Belarus               | Kazakhstan    | San Marino                                | United Kingdom of<br>Great Britain and<br>Northern Ireland |
| Bosnia<br>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).

