

# General Conditions

for the Conveyance of Bulk  
Letterbox Mail 2012

January 2012



# Contents

1. Definitions and scope	3
2. Agreement formation	5
3. Refusal and suspension of Conveyance	6
4. Performance of the Agreement	7
5. Rates	8
6. Payment	9
7. Protection of personal data	10
8. Liability of PostNL M&S	11
9. Customer's liability	12
10. Applicable law and the competent court	13
11. Lapse of rights	14
12. Shape, packaging, addressing, size, weight and contents	15
13. Franking	16
14. Optional services	17
15. Delivery	18
16. Amendments and additions	20
17. Special provisions	21
18. Inspection	22

# Article 1

## Definitions and scope

### 1.1 Definitions

In these General Conditions the following definitions apply:

- a. Handover Location:** a site or facility designated by or on behalf of PostNL M&S for the handing over of Mail Items for Conveyance;
- b. Optional Service(s):** optional services offered by PostNL M&S; registered and registered with declaration of value/insured conveyance;
- c. Address:** an address assigned by the local authority, consisting of a street name, house number (with a house number suffix where applicable) or a PO Box or business reply number, in all cases in combination with the postcode and town/city;
- d. General Conditions:** General Conditions for the Conveyance of Bulk Letterbox Mail [Algemene Voorwaarden voor het vervoer van Partijen Buszendingen – AVPB];
- e. Delivery:** delivery of a Mail Item to the Address stated on this Mail item;
- f. Special:** Consignments of Special Mail Items that are homogeneous and meet the minimum and maximum requirements stated in Article 12.4 of these General Conditions;
- g. Letters:** addressed, written messages on a physical medium, as defined in the Postal Act 2009 [Postwet 2009];
- h. Letterbox:** a letterbox at the home address or PO Box at the PO Box address for the Delivery of Mail Items;
- i. Direct Mail:** Mail Items with communications comprised exclusively of advertising, marketing or publicity material with an identical message, with the exception of the name, Address and identification number of the Addressee or other changes that do not alter the message itself. Direct Mail includes, in addition to mailings and advertising leaflets, printed matter without variables, newspapers and magazines\*;
- j. Single-item Rate:** the single-item rate within the meaning of Article 1(c) of the Postal Decree 2009 [Postbesluit 2009];
- k. Addressee:** the legal entity or natural person who, according to the address on the Mail Item, is the intended recipient of the Mail Item;
- l. Mixed:** Consignments of Mail Items that are heterogeneous and where each individual Mail Item meets the minimum and maximum requirements stated in Article 12.4 of these General Conditions;
- m. Large:** Consignments of Large Mail Items that are homogeneous and meet the general specifications listed in Article 12 and the size and weight specifications that specifically apply to Large Mail Items as listed in Article 12.4 of these General Conditions;
- n. Customer:** the legal entity or the natural person who has concluded an Agreement with PostNL M&S, or, in the case of a business reply item, the Addressee;
- o. Small:** Consignments of Small Mail Items that are homogeneous and meet the general specifications listed in Article 12 and the size and weight specifications that specifically apply to Small Mail Items as listed in Article 12.4 of these General Conditions;
- p. Undeliverable Mail Item:** a Mail Item that cannot be delivered to the Address stated on the Mail Item or that is refused immediately by the Addressee or that is not collected by the Addressee at a Handover Location by the date specified;
- q. Agreement:** any agreement for the provision of Conveyance services between PostNL M&S and the Customer;
- r. Consignment (bulk mail):** a number of Mail Items handed over together for Conveyance by PostNL M&S and accepted for Conveyance by PostNL M&S at a rate other than the Single-Item Rate. Consignments of Mail Items, with the exception of Consignments of Mixed Mail Items, may not exceed the product's weight category;
- s. Periodicals:** Direct Mail, restricted to magazines that provide information of a current and social cultural nature, where no more than 80% of the contents consists of advertising/advertising space, which are publicly available for an indefinite period, are issued at least four times a year, have independent economic significance for the publisher, have an independent editorial team and meet the requirements stated in Article 12.4;
- t. PostNL M&S:** PostNL Marketing & Sales B.V.;

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

- u. Mail Item:** a Letter or other addressed Mail Item, within the meaning of the Postal Act 2009, referred to in the Postal Decree 2009, including Direct Mail;
- v. Conveyance:** the combination of actions undertaken by PostNL M&S for a fee that result in the delivery of Mail Items, as defined in the Postal Act 2009;
- w. Public Postbox:** a postbox in which members of the public may deposit Mail Items for Conveyance within the meaning of Article 16 of the Postal Act 2009;
- x. Transport Document:** a document (or combination of documents) attached to or enclosed with a Mail Item, specifying the details required for Conveyance thereof, such as the sender's address, the Address of the Addressee, barcode and Mail Item number;

## 1.2 Scope

- 1** These General Conditions apply to Mail Items handed over to PostNL M&S for Conveyance. The following categories of Mail Items are subject to the sizes, weights and conditions with respect to size, packaging, message and weight as specified in these General Conditions:
  - (i) Consignment of Mixed Mail Items;
  - (ii) Consignment of Small Mail Items;
  - (iii) Consignment of Large Mail Items;
  - (iv) Consignment of Special Mail Items;
  - (v) Consignment of Mail Items combined with an Optional Service.

# Article 2

## Agreement formation

- 2.1** An Agreement will be formed upon acceptance by PostNL M&S of Mail Items handed over as a Consignment, in accordance with the applicable conditions and instructions, at a Handover Location for Conveyance.
- 2.2** Unless agreed otherwise in writing, Consignments may be handed over from Monday to Friday, except on days generally recognised in the Netherlands as public holidays.
- 2.3** When handing over a Consignment, the Customer must complete and sign an order form. Anyone signing the order form on behalf of the Customer is deemed to be the Customer's legally authorised representative.
- 2.4** When handing over a Consignment of Direct Mail or Periodicals, an additional sample copy must be included for inspection purposes. Consignments of Direct Mail may be handed over for Conveyance sealed, in which case PostNL M&S may perform random checks on the contents.
- 2.5** PostNL M&S reserves the right to require that an Agreement be recorded in writing. Any agreement contrary to any provision contained in these General Conditions must be recorded in writing.

# Article 3

## Refusal and suspension of Conveyance

**3.1** Post NL M&S may refuse to provide Conveyance or may suspend the performance of a previously formed Agreement in the event that:

- a. the Mail Items do not comply with the requirements for franking, weight, size, contents, address format and/or packaging, as set out by PostNL M&S in these General Conditions or otherwise;
- b. the provision of the service would give rise to a conflict with applicable law;
- c. the Conveyance of the Mail Item would cause a danger to persons and/or property;
- d. the information provided by the Customer pursuant to these General Conditions is incomplete or incorrect;
- e. there are other valid reasons.

**3.2** In the event of suspension, the Mail Items and any documentation provided will, where possible, be returned to the Customer or made available for collection by the Customer, thus terminating the Agreement. Any amounts due for the Conveyance will remain payable.

# Article 4

## Performance of the Agreement

- 4.1.** The Agreement between the Customer and PostNL M&S does not entitle the Addressee to Delivery.\* The Addressee may not avail himself or herself of the provisions of these General Conditions.
- 4.2** Without prejudice to the provisions of Article 15.3, PostNL M&S will make every effort to deliver Mail Items undamaged to the Address stated on the Mail Item in accordance with the agreed service levels. PostNL M&S provides no guarantee thereto.
- 4.3** Without prejudice to its rights and obligations under the Agreement, PostNL M&S reserves the right to contract third parties to perform part or all of the Agreement.
- 4.4** A Mail Item that has been refused by the Addressee will be returned to the Customer provided that the Mail Item is refused upon Delivery or immediately thereafter and that closed or sealed items have not been opened and the contents have not been examined. Any amounts due for the initial Conveyance will remain payable. PostNL reserves the right to demand a reasonable payment from the Customer for the return of the Mail Item.
- 4.5** If a Mail Item with an Optional Service has not yet been delivered, the Customer, where reasonably possible, may request its return. The Customer must make a reasonable case that he or she handed over the Mail Item to PostNL M&S for Conveyance. PostNL M&S reserves the right to charge for this service. Any amounts due for the Conveyance will remain payable.
- 4.6** Without prejudice to the provisions of Article 8 of these General Conditions, the Agreement may not be dissolved by a Customer who is not a natural person acting for purposes which are outside his or her trade, business or profession.

*\* This does not affect the right to assign any claims against PostNL, as provided for in the relevant statutory provisions.*

# Article 5

## Rates

- 5.1** The rates and other conditions for Conveyance and for the Optional Services referred to in Article 14 of these General Conditions are stated in the latest version of the PostNL Rates brochure, which can be found on the website [postnl.nl/tarieven](http://postnl.nl/tarieven).
- 5.2** The rate payable for Conveyance will initially be determined by the required delivery speed and then by the homogeneity or heterogeneity of the Consignment, the size and weight of the Mail Item as well as the packaging, contents, quantity, addressing, Handover Location, annual volume and required Optional Services.
- 5.3** Under certain conditions, PostNL M&S may offer to Customers who hand over high-volume Consignments on a regular basis a contract allowing them to benefit from lower rates.
- 5.4** The Customer must provide such information as required by these General Conditions or the latest version of the PostNL Rates brochure to determine the applicable rate. PostNL M&S will determine the amount due, where necessary by counting, weighing, measuring or inspecting the Mail Items. PostNL M&S reserves the right to verify the accuracy of information provided by the Customer. The Customer will allow any such verification and may be asked to allow inspection of the contents of the Mail Items. PostNL M&S may perform random checks on the contents where necessary.
- 5.5** Unless agreed otherwise in writing, PostNL M&S is entitled to make available to a professional provider specialising in the field as selected by PostNL M&S or another provider, all data (e.g. weight and quantity) relating to Mail Items that leads to the calculation of the related charges based on the latest version of the PostNL Rates brochure. Said data is supplied to the provider for the purpose of creating a system that allows subscribers to access individualised information relating to media expenditure. In this connection, PostNL M&S is entitled to permit the provider referred to in the previous sentence to display a sample of the Customer's Mail Item in the system used by the provider.
- 5.6** PostNL M&S is entitled to disclose the data, within the meaning of Article 5.5, relating to several senders including the Customer in a combined form or to arrange for this to be done by a third party and, for that purpose, to disclose the relevant data.
- 5.7** PostNL M&S will not be liable to the Customer for losses or damage incurred as a result of the disclosure of information or the use of samples within the meaning of this article. The Customer hereby indemnifies PostNL M&S against any related claims from third parties.
- 5.8** All amounts payable will be subject to the taxes and other charges that PostNL M&S is obliged to levy.

# Article 6

## Payment

Payment of sums due is to be made upon the formation of the Agreement, except where agreed otherwise in writing, in which case the latest version of the PostNL Conditions of Payment for Services Provided on Account [Betalingvoorwaarden voor op rekening verrichte Diensten] will apply.

# Article 7

## Protection of personal data

- 7.1** PostNL M&S uses data recorded within the scope of the Agreement for the purposes of carrying out the Agreement. The data is processed in strict accordance with applicable law and is registered with the Dutch Data Protection Authority [College Bescherming Persoonsgegevens - cbpweb.nl] under the designation “Postaal vervoer” [postal conveyance].
- 7.2** PostNL M&S also uses personal data to inform the person concerned of products and services of PostNL M&S, its subsidiaries and other directly related companies. It may therefore be necessary to provide these parties with access to the data. If the person concerned does not wish his or her data to be disclosed to third parties, he or she may lodge an objection with PostNL Holding B.V, Legal Affairs, PO Box 30250, 2500 GG The Hague, stating his or her name/company name and full Address.
- 7.3** Except in the cases referred to in Articles 7.1 and 7.2, PostNL M&S will not disclose to third parties any personal data or, in general, any information on Mail Items of a personal nature to which it has access in the course of its business, unless agreed otherwise with the person concerned or unless required to do so by law.
- 7.4** The contents of Mail Items handed over unsealed will only be examined insofar as necessary to determine the rate payable for Postal Conveyance or, if the Mail Item is undeliverable, to ascertain the Address of the Customer or the Addressee.
- 7.5** Undeliverable sealed Mail Items will only be opened for examination, where necessary in order to ascertain the Address of the Customer or Addressee, –pursuant to an order of the Subdistrict Section of the District Court of The Hague. In such cases PostNL M&S must respect the inviolability of the mail as laid down in the Dutch Constitution.

# Article 8

## Liability of PostNL M&S

- 8.1** The liability of PostNL M&S for an attributable failure on its part to meet any of its obligations to the Customer under the Agreement will be limited in accordance with this article.
- 8.2** A Mail Item to which Article 14 of these General Conditions does not apply will be deemed to be of no value, except where the Customer demonstrates otherwise. Should the Customer demonstrate that a Mail Item, as referred to in the previous sentence, does have a value, the liability of PostNL M&S as referred to in Article 8.1 for a Mail Item to which Article 14 of these General Conditions does not apply will be limited to the value of the Mail Item pursuant to the provisions of Article 8:1103 of the Dutch Civil Code, subject to the proviso that such liability will never exceed the amount provided for in Article 8:1105 of the Dutch Civil Code\*, except where agreed otherwise in writing.
- 8.3** Subject to the provisions of Articles 8.1, 8.2 and 8.6 and insofar as the provisions of these General Conditions have been met, the following applies:  
The maximum liability for Mail Items with an Optional Service (see Article 14 for the relevant provisions) is:
- a.** for a Mail Item sent as registered: a maximum of €50 per Mail Item;
  - b.** for a Mail Item sent as registered with declaration of value/insured conveyance: an amount not exceeding the amount specified by the Customer on conclusion of the Agreement, up to a maximum of €5,500. PostNL M&S is not liable for consequential damage
- 8.4**
- 1.** PostNL M&S will not be liable for damage caused as a result of circumstances that a judicious carrier could not have been expected to avoid, to the extent that a postal carrier could not have been expected to prevent the consequences of the aforementioned circumstances.
  - 2.** Notwithstanding the foregoing, the Customer will not be entitled to compensation if the damage occurs as a result of:
    - a.** the nature of or a defect in the contents of the Mail Item;
    - b.** inadequate packaging;
    - c.** any cause attributable to the Customer;
    - d.** war or armed conflict;
    - e.** seizure on the orders of a competent authority;
    - f.** incorrect or incomplete Address details;
    - g.** circumstances of force majeure, including, but not limited to, strikes and floods.
- 8.5** To qualify for compensation, a claim must be submitted to PostNL M&S at the earliest possible opportunity or within a reasonable period after the damage is discovered.
- 8.6** In order to claim compensation within the meaning of Article 8.3 of these General Conditions, the Customer is required to submit supporting documents, such as the original proof of posting, purchase or sales receipt and/or any other legally admissible proof of the value of the contents. PostNL M&S will determine whether the Customer is entitled to the aforementioned compensation on the basis of the supporting documents submitted by the Customer.
- 8.7** A Mail Item to be delivered in the Netherlands will be deemed to be lost if it has not been delivered and has not been located within thirty days of the date of handing over.
- 8.8** A Mail Item that is found after compensation has been paid for its loss will be returned to the Customer or the Addressee upon repayment of the compensation if either party demands its return within a period of thirty days of being notified that the item has been found.
- 8.9** PostNL M&S may not seek to exclude or limit its liability pursuant to the preceding paragraphs of this article where damage occurs as a result of gross negligence or willful misconduct by PostNL M&S.

\* This value is €3.40 per kilogram.

## Article 9

# Customer's liability

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

# Article 10

## Applicable law and jurisdiction

- 10.1** All Agreements are governed by Dutch law.
- 10.2** Disputes involving financial sums that exceed the maximum monetary amounts for the jurisdiction of the Subdistrict Section of the District Court will be heard in the first instance by the competent court in The Hague.

# Article 11

## Lapse of rights

- 11.1** All claims arising from an Agreement will lapse one year from the day after the day on which the Consignment was handed over.
- 11.2** A written demand for performance or a written claim for compensation will preclude any lapse of rights.

# Article 12

## Shape, Packaging, Addressing, Size, Weight and Contents

Postal Conveyance is possible if the Mail Items meet the provisions of these General Conditions. Additional conditions apply to Mail Items sent using an Optional Service.

### 12.1 Form

Mail Items must be rectangular. Postcards without envelopes must also have a flat surface.

### 12.2 Packaging

1. The packaging for Mail Items must at least meet the following minimum requirements:
  - a. the seal or closure of the Mail Item must be appropriate taking into account the contents of the Mail Item;
  - b. the packaging for the Mail Item must be of sufficient quality, safe and sturdy and must be appropriate to the weight and measure of fragility of the contents;
  - c. the packaging should be of such a nature that it does not cause the loss of or damage to the contents, damage to other Mail Items or other items, or injury to employees of PostNL M&S or third parties;
  - d. packaging must be such that there is no possibility of inserting other Mail Items into it;
  - e. if an envelope opens on the side, this opening must be to the right of the address.
2. In the case of Small and Large Mail Items both the contents and packaging must be made of paper. Small and Large Mail Items may only consist of cards, self-mailers or envelopes.
3. Mail Items in card form must be made of sufficiently strong card so that they may also be sent without packaging.

### 12.3 Address details

1. All Mail Items must bear the name of the Addressee followed by the full postal Address, either stated directly on the Mail Item or on a label affixed to it. The full Address must be stated on Direct Mail.
2. The Customer's full address must appear on all Mail Items in the upper left-hand corner of the side bearing the destination address or may be printed on back of the envelope.

### 12.4 Size and weight

#### 1. Minimum measurements:

Mail Items may not be smaller than 14cm long and 9cm wide.

#### 2. Maximum measurements:

1. The maximum size for a Mail Item is 38 x 26.5 x 3.2cm. The maximum size for Mail Items sent using an Optional Service is 100 x 50 x 50cm.
2. Notwithstanding the provisions of paragraph 1 of this article, a Small Mail Item may not be larger than 22.9 x 16.2 x 3.2cm.
3. Notwithstanding the provisions of paragraph 1 of this article, a Large Mail Item may not be larger than 32.4 x 22.9 x 3.2cm.

#### 3. Maximum weight:

1. The maximum weight of a Mail Item is 2kg and the maximum weight of a Mail Item being sent with an Optional Service is 10kg.
2. Notwithstanding the provisions of paragraph 1 of this article, a Small Mail Item may not be heavier than 50 grams.
3. Notwithstanding the provisions of paragraph 1 of this article, a Large Mail Item may not be heavier than 500 grams.

### 12.5 Contents

1. Prohibited contents: Live animals may not be sent by post. Any substance referred to in the Carriage of Dangerous Substances Act [Wet Vervoer Gevaarlijke Stoffen] may not be sent by post.
2. PostNL M&S does not provide special handling for fragile goods (e.g. consumer electronics, glass and ceramics, etc.).
3. Mail Items containing cash, negotiable instruments, cheques (including traveller's cheques), precious metals, precious stones or any other valuables may only be sent as a Mail Item in a Sealbag® using the declaration of value/insured conveyance service.

# Article 13

## Franking

### 13.1 General

PostNL M&S will determine in which cases, in what way and at what time markings can be used to show that sums payable for Postal Conveyance have been paid. The Customer must adhere to this and assist with the implementation thereof. Specific information on franking can be obtained from [postnl.nl](http://postnl.nl), from the Handover Locations or by calling PostNL Business Service on +31 88 868 6868.

### 13.2 Other provisions

1. PostNL M&S reserves the right to place markings on any Mail Items handed over for Postal Conveyance if required for sorting and/or Delivery purposes.
2. PostNL M&S will not convey any Mail Items bearing franking marks or labels on the Address side other than those issued or supplied by PostNL M&S. The use of labels for the purpose of specifying the Addressee or the Customer is permitted however.
3. Similarly, PostNL M&S will not convey Mail Items bearing franking marks issued by PostNL M&S on the Address side that have been treated or processed in such a way that they cannot be cancelled in the normal way.
4. Notwithstanding paragraph 2 of this article, when franking Mail Items using a franking machine, franking marks will be deemed valid if produced by a franking machine for which there is a written franking agreement between the user and PostNL M&S and only if the user has complied with the terms agreed for the franking machine.
5. PostNL M&S will not convey any Mail Items bearing stamps, stamping marks or other marks, or imitations of marks which, because of their similarity, may be confused with stamps or marks issued or used by PostNL M&S.

# Article 14

## Optional services

### 14.1 Registered service

1. At the request of the Customer, Mail Items may be conveyed with an Optional Service. The rates and surcharges for Mail Items sent using Optional Services are specified in the latest version of the Rates brochure.
2. If a registered Mail Item is lost, damaged or delayed, or if all or a part of the contents are missing, the Customer may claim compensation for the actual loss or damage, including any consequential damage, to a maximum amount of €50.
3. The name and Address of the Addressee and the Customer must be stated fully, clearly and not in pencil on each Mail Item. Registered Mail Items will be handed to the Addressee (see also Article 15.2) or, if undeliverable, returned to the Customer, in exchange for a signed receipt (signature of acceptance).
4. The Customer will be provided with a proof of posting receipt for Mail Items sent using Optional Services.

### 14.2 Registered with declaration of value/insured conveyance (Insured Mail Service)

1. Subject to the applicable weight limits, the value of sealed, registered Mail Items (see Article 14.1) that form part of a Consignment may be insured up to the amount of the actual value of the contents. The value of the enclosed goods or securities must not exceed the declared value, subject to a maximum of €5,500 per Mail Item. The Customer must pack, address, frank and seal\* the Mail Item in such a way that the contents of the Mail Item cannot be removed without leaving external traces. The Customer must use a Sealbag® to send Mail Items containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item, or any other valuables. The Sealbag® is available at all Handover Locations.
2. In addition to the provisions of Article 14.1.2, if a Mail Item sent as registered with declaration of value/insured conveyance is lost, damaged or delayed, or if all or a part of the contents are missing, the Customer may claim compensation for the material damage of the Mail Item, up to the declared value within the meaning of Article 8.3 of these General Conditions.
3. If a Mail Item sent as registered with declaration of value/insured conveyance containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of

art or as a collector's item, or any other valuables is lost, damaged or delayed, or all or part of the contents are missing, the Customer may only claim compensation for the damage or loss of the contents of the Mail Item if a Sealbag® was used; in all other cases compensation for loss or damage will not exceed €50 within the meaning of Article 8 of these General Conditions.

4. A Transport Document will be drawn up for the Postal Conveyance of registered Mail Items with declaration of value/insured conveyance. PostNL M&S does not make the Collection Service available for Mail Items with declaration of value/insured conveyance.

### 14.3 Signature on delivery

1. Signature on delivery is a standard part of the service for Mail Items sent within the Netherlands using an Optional Service. The signature on paper or electronic signature serves as the proof of Delivery.
2. The Customer agrees in advance that, in the event of more than one Mail Item sent using an Optional Service being delivered to an Addressee at the same time, the Addressee will only be required to sign once for all Mail Items received at that time and that this signature on delivery will then be duplicated electronically by PostNL M&S as proof of Delivery.

*\* Further information about the way in which Mail Items with declaration of value must be packed, addressed, franked and sealed can be obtained from PostNL Business Service on +31 88 868 6868 and from any Handover Location.*

# Article 15

## Delivery

### 15.1 General

1. Except where otherwise agreed in writing, Mail Items will be delivered to Addressees from Tuesday to Saturday, except on generally recognised public holidays, unless this cannot reasonably be expected of PostNL M&S. Notwithstanding that stated above, Mail Items sent using Optional Services, as referred to in Article 14 of these General Conditions, will not be delivered on Saturdays. PostNL M&S will endeavour to deliver such Mail Items the following Monday, except if this falls on a generally recognised public holiday.
2. Mail Items will generally be delivered by being deposited through the Letterbox, which is also deemed to include the letter slot, at the Address specified on the Mail Item.

### 15.2 Rules for the Delivery of Mail Items sent using an Optional Service

1. Mail Items requiring a signature on receipt will be delivered to the Addressee, his or her authorised representative or an adult member of the same household.\* The person who signs for the delivery may be required to produce proof of identity.
2. If a Mail Item as referred to above is not delivered at the Address of the Addressee, it will be handed over only if the person who signs for it can show that they are the person lawfully entitled to it.
3. A Mail Item sent using an Optional Service will be handed over at the Address of the Addressee. In flats where there is an intercom but no lift, the Addressee may be asked to take receipt of such Mail Items downstairs.
4. If the Mail Item is addressed to a PO Box, a written note will be placed in the PO Box indicating the arrival of the Mail Item.
5. If there is no answer at the Address stated on the Mail Item when the Delivery attempt for Mail Items sent using an Optional Service is made, a written note will be left indicating how and when the Addressee may collect the Mail Item.

### 15.3 Rules for Delivery in special cases

1. PostNL M&S will only deliver Mail Items where Letterboxes for the delivery of Mail Items to their respective Addressees comply with the rules governing place, size, etc. laid down in laws and regulations. If there

is no Letterbox at the specified Address, or if this does not meet the requirements set for this, Mail Items intended to be delivered to that Letterbox will be deemed to be undeliverable after PostNL M&S has instructed the Addressee to install a Letterbox that satisfies the requirements and if the Addressee has not done so within a period of one month (three months in new cases). PostNL M&S may immediately treat Mail Items deliverable through a Letterbox as undeliverable if the Addressee causes their Letterbox to be removed or takes measures or causes measures to be taken that result in the Letterbox no longer satisfying the requirements or not being accessible to PostNL M&S.

2. Mail Items intended for Addressees staying in recreational areas such as holiday villages, allotment gardens, campsites, marinas etc. (i.e. places not intended for permanent occupation) will not be delivered “to the door” but will be deposited in the boxes of a letterbox unit or in a similar facility or handed over to the manager of the complex.
3. Mail Items intended for Addressees in nursing homes, retirement homes, barracks, army camps and other premises and complexes where a number of Addressees are staying will be delivered to the communal letterbox or handed to a person designated for the purpose by the parties concerned. Where a Mail Item requiring a signature on delivery is to be delivered, or if a Mail Item is not suitable to be put through a Letterbox, which is also deemed to include the letter slot, the procedure to be followed will be decided by agreement in each individual case.
4. Mail Items intended for bankrupt or for natural persons whose assets are controlled by an administrator under the Insolvency Act (Faillissementswet) will be delivered in accordance with the rules laid down for that purpose in the Insolvency Act. Unclearly addressed Mail Items that PostNL M&S may reasonably assume are intended for a bankrupt or for a natural person whose assets are controlled by an administrator under the Insolvency Act will be treated as such.

*\* Boarding house or hotel guests, members of staff, landlords, landladies and hoteliers are not deemed to be members of the same household.*

5. Mail Items addressed to a deceased person will be delivered to the Address stated on the Mail Item in question, unless the heirs or executor or executrix of the estate have requested, by means of registering for the forwarding service for mail addressed to deceased persons, that such mail be delivered to an alternative Address. In such cases, Mail Items requiring a signature on delivery will be handed over to a person authorised by all the heirs or to the executor or executrix of the estate.
6. Mail Items addressed to a natural person or a legal entity that has concluded a contract with PostNL M&S for the change-of-address service, holding service or forwarding service will be delivered to the specified Address for the period agreed with the Addressee.

#### **15.4 Undeliverable items**

1. If a Mail Item is undeliverable, it will as a rule be returned to the Customer with a note stating why it is undeliverable. PostNL reserves the right to demand a reasonable payment from the Customer for the return of the Mail Item. The Mail Item will be returned immediately if it is refused by the Addressee, if the Address is incorrect or incomplete, if conditions are such that it is impossible to deposit mail in the Letterbox of the Addressee or if there is no Letterbox that satisfies the requirements. If the Mail Item must be handed to the Addressee and he or she is not at home, a note will be left and the Mail Item will be retained for the Addressee for three weeks at the Handover Location specified in the note. After this period, the Mail Item will be returned to the Customer if possible.
2. Undeliverable Mail Items that cannot be returned to the Customer (including when refused by the Customer) will be destroyed, with the exception of Mail Items deemed to be of value to the Customer or Addressee, which will be retained for one year, after which time they will pass to PostNL M&S. Any monies, valuables, etc. found in such Mail Items will be retained for a further twenty-four months, after which time they will pass to PostNL M&S. Undeliverable Mail Items containing perishable goods (such as fresh food items) will be destroyed immediately.

# Article 16

## Amendments and additions

PostNL M&S reserves the right to amend or make additions to these General Conditions at any time.

# Article 17

## Special provisions

- 17.1** In addition to these General Conditions, Postal Conveyance performed by PostNL M&S under an Agreement, as referred to in these General Conditions, will be governed by the provisions of Book 8 of the Dutch Civil Code, except where these General Conditions or other agreements made with the Customer provide otherwise.
- 17.2** Agreements to which these General Conditions apply will remain in force if the legal form of PostNL M&S is altered.

# Article 18

## Inspection

These General Conditions are effective from 1 January 2012 and are available for inspection at all Handover Locations and via [postnl.nl](http://postnl.nl). Copies can be obtained free of charge from the PostNL Business Service (tel. +31 88 868 6868).



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

