



General Terms and Conditions for

PO Boxes 2018



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Article 1

Definitions

These General Terms and Conditions apply to Agreements regarding the provision of PO Box Numbers by PostNL.

Agreement: The electronic or print form completed by the PO Box Holder and approved in writing by Koninklijke PostNL B.V. (hereinafter referred to as 'PostNL'), by means of which PostNL assigns the PO Box Holder a PO Box Number, plus its appendices, including these General Terms and Conditions.

General Terms and Conditions: These General Terms and Conditions for PO Boxes 2018.

Hours of Operation: The hours of operation of the PO Box Locations. The Hours of Operation vary by PO Box Location

PO Box: Securely locked space available within a building, as specified in the Agreement, which is accessible directly by the PO Box Holder or by a PostNL employee or any third party or parties designated by PostNL, destined for the delivery of the postal items addressed to the PO Box Holder.

PO Box Holder: The legal entity, partnership or individual entering into the Agreement with PostNL.

PO Box Location: The building where the PO Box is located.

PO Box Number: Number specified in the Agreement, including the corresponding postcode, to which the shipments destined for the PO Box Holder must be addressed; the PO Box Number matches the PO Box.

Article 2

Contents of the Agreement

- 2.1 PostNL will provide the PO Box Holder with the PO Box Number specified in the Agreement.
- 2.2 PostNL will keep the shipments destined for the PO Box Number and transported by PostNL available for collection to the PO Box Holder during the Hours of Operation. The PO Box Holder will be able to collect these shipments during the PO Box Location's Hours of Operation.
- 2.3 If PostNL has any shipments available for the PO Box Holder which it is unable to deposit into the PO Box, e.g. due to their size, or which it can only present after signing proof of receipt, the PO Box Holder will be notified accordingly by means of a formal notification.
- 2.4 Any terms and conditions drafted and/or applied by the PO Box Holder are not applicable to the Agreement.
- 2.5 If and to the extent that the PO Box Holder intends to purchase an additional PostNL Service for the PO Box or PO Box address (e.g. Delivery Service or Recipient Service), it should be noted that only one additional service may be provided for the PO Box and/or PO Box address in question.

Article 3

PO Box Holder's Obligations

- 3.1 The PO Box Holder must have a fixed residential/home address or business address, which it shall specify in the Agreement.
- 3.2 The PO Box Holder will pay PostNL a one-time charge (hereinafter referred to as the 'Service Fee'), as well as an annual fee (hereinafter referred to as the 'Annual Fee') in consideration of the facilities specified in Article 2. The PO Box Holder will be liable to pay these fees irrespective of whether they collect the keys for access to the PO Box at PostNL.
- 3.3 The PO Box Holder will not be permitted to use the PO Box Number or PO Box for any purposes other than the receipt of shipments.
- 3.4 The PO Box Holder will regularly collect the shipments destined for their PO Box Number, such that the shipments intended for them can always be deposited into the PO Box in question. If the above is not, or no longer, possible, the PO Box Holder will have failed imputably in the fulfilment of its obligation, and the provisions of Article 7.6a will apply mutatis mutandis.
- 3.5 The PO Box Holder will immediately notify PostNL if there are any changes in the details they have provided to PostNL for the purpose of the Agreement.
- 3.6 The PO Box Holder will immediately notify PostNL if any of the items provided to them for use under the Agreement are lost or missing, e.g. the keys to access the PO Box Location or the PO Box itself. The PO Box Holder will reimburse the expenses incurred by PostNL due to lost or missing items.
- 3.7 The PO Box Holder will not be authorised to alter or modify the PO Box in any manner, either temporarily or permanently, without PostNL's prior written consent.
- 3.8 The PO Box Holder will only be authorised to use the PO Box or PO Box address to receive shipments addressed to the PO Box Holder who entered into the Agreement.

Article 4

Right of Inspection

PostNL and/or any third party or parties designated by PostNL for this purpose will be entitled to request the PO Box Holder or their representative when collecting shipments to present proof of identification when collecting shipments or proof of authorisation to collect shipments. PostNL and/or any third party or parties designated by same for this purpose reserve(s) the right to refuse to hand over shipments if this proof of identity or authorisation is not presented.

Article 5

Amendments to Terms and Conditions

- 5.1** PostNL reserves the right to amend these General Terms and Conditions. If PostNL proceeds to make any amendments, it will make a general notification and/or inform the PO Box Holder. The amended Terms and Conditions will enter into force no earlier than four weeks following the notification referred to above. In the event of any important changes, e.g. a change in the PO Box Number or PO Box Location, the prior information period will commence a minimum of six weeks prior to the effective date of the change(s). In the event of any changes which are beyond PostNL's control, the above-mentioned information period will commence a minimum of one month prior to the effective date of the change(s).
- 5.2** If the PO Box Holder does not agree to an important change as referred to in Article 5.1, they will be entitled to terminate the Agreement in writing as of the effective date of the change.
In this event, PostNL will reimburse the Annual Fee paid by the PO Box Holder, in proportion to the number of full months of the current term of the Agreement which has not yet lapsed on the date of termination.
- 5.3** If the PO Box Holder and PostNL agree, at the former's request, to a PO Box Number and/or PO Box Location other than established under the Agreement, a new Agreement will be entered into by the Parties for the new PO Box Number or new PO Box Location, in which case the PO Box Holder will again be required to pay the Service Fee.
The date of termination of the original Agreement will be determined by agreement between the Parties.

Article 6

Service Fee and Annual Fee

- 6.1 The Service Fee and Annual Fee will be payable in advance. The PO Box Holder will be required to pay these fees within 10 days of receipt of the invoice by PostNL. The Annual Fee relates to a period of 12 months commencing on the date stated on the invoice.
- 6.2 PostNL will be entitled to modify the Service Fee and Annual Fee on an annual basis. PostNL will advise the PO Box Holder of any such modifications a minimum of 30 days prior to the effective date of the modification(s).
- 6.3 In the event of default, PostNL will be entitled to charge the PO Box Holder for any and all judicial and non-judicial expenses incurred (including, but not limited to, any administrative charges).

Article 7

Term and Termination of the Agreement

- 7.1 The Agreement will be valid for a period of 12 months, commencing on the date stated in the Agreement. The Agreement will be renewed after 12 months each time, unless the PO Box Holder cancels the Agreement in writing at least one month prior to the renewal date.
- 7.2 The Agreement will be terminated in the following cases (constituting early termination or otherwise):
 - If the Agreement is terminated in accordance with the relevant provisions of the Netherlands Civil Code;
 - If the PO Box Holder cancels the Agreement in accordance with Article 5.2, 7.1, 7.3 or 7.4 of these General Terms and Conditions;
 - If PostNL cancels the Agreement in accordance with Article 7.6 of these General Terms and Conditions;
 - By agreement between the Parties, in accordance with Article 5.3 of these General Terms and Conditions.
- 7.3 Contrary to the provisions of Article 7.1 of these General Terms and Conditions, the Agreement will be tacitly and indefinitely renewed in writing after 12 months for PO Box Holders who are individuals rather than legal entities. This indefinite Agreement may be cancelled at any time, subject to one month's notice.
- 7.4 In all cases other than those specified in articles 5.2 and 5.3, PO Box Holders other than individuals will not be entitled to reimbursement of the Annual Fee in the event of early cancellation of the Agreement.
- 7.5 In the following cases, PostNL will be entitled to cancel the Agreement with immediate effect by means of written notification to the PO Box Holder, without being required to pay any compensation in relation thereto:
 - Non-fulfilment of the Agreement after having received a notice of default, with the PO Box Holder neglecting to fulfil their obligations;
 - In the event of debt restructuring, business liquidation, a payment moratorium or bankruptcy on the part of the PO Box Holder;
 - if the PO Box and/or PO Box Number is/are used, or is/are suspected to be used, for purposes contrary to any statutory provision and/or the purpose for which it is intended
 - in the event of inappropriate conduct by the PO Box Holder towards PostNL or any of its employees or agents or towards the PO Box Location or any individuals employed at this Location
 - if any complaints regarding serious and/or persistent infringements of the Netherlands Advertising Code have been confirmed by a ruling delivered by the Dutch Advertising Code Committee (Reclame Code Commissie) or if a judicial body or (statutory) regulator or supervisory authority has determined that, or suspects that, a PO Box is being misused or used for illegitimate purposes, including, but not limited to, the use of the PO Box for fraudulent activities and for misleading advertising, or if it has been established in any other manner that such misuse and/or illegitimate use has occurred.

- 7.6** Any shipments received by PostNL following the date of the expiry or termination of the Agreement will be returned to the sender or, if the sender is unknown, forwarded to Post NL's Undeliverable Items department, unless expressly otherwise agreed by the Parties.
- 7.7** PO Box Holders who are individuals rather than legal entities will be entitled to terminate the Agreement within 14 business days after it was signed, without stating reasons, by means of a written or electronic notification to this effect made to PostNL. The right of termination specified in this Agreement will lapse if the provision of the facilities specified in Article 2 has commenced with the approval of the PO Box Holder, within 14 business days, as referred to in the foregoing paragraph.

Article 8

Liability

- 8.1** PostNL will not be liable to the PO Box Holder for any financial losses resulting from the loss or, damage to or delayed delivery of, shipments which it holds on behalf of the PO Box Holder, notwithstanding its liability to the sender of the individual shipments or batches of shipments pursuant to these General Terms and Conditions.
- 8.2** For any financial losses other than specified in Article 8.1, to the extent that these are the result of imputable failure on the part of PostNL, the latter will be liable up to a maximum of the applicable Annual Fee.
- 8.3** PostNL will not be able to invoke the provisions of Article 8.1 and/or Article 8.2 of these General Terms and Conditions if the losses are the result of PostNL's own acts, omissions or negligence, either with the intention to cause such losses or damage or recklessly and carelessly and fully conscious that such losses were likely to arise.

Article 9

Protection of Personal and Other Data

- 9.1** PostNL will use the data recorded pursuant to this Agreement for the purpose of the performance of the Agreement and in order to provide high-quality postal services. The data is processed in accordance with the law and is reported as Postal Logistics to the Dutch Data Protection Authority (College bescherming persoonsgegevens) (www.cbpreweb.nl).
- 9.2** Pursuant to the 2009 Postal Act (Postwet 2009), the data is shared with other providers of postal logistics services in order to provide access to PO Boxes.
- 9.3** PostNL will also be able to use the personal data for commercial and charitable fundraising purposes on behalf of itself or third parties. The data may also be provided to third parties for this purpose. If the PO Box Holder does not wish for their data to be shared with any third parties, they can file an objection in writing to PostNL Business Service, Postbus 19100, 2500 CC The Hague. The PO Box Holder must provide their name or company name and full address when making this objection.
- 9.4** PostNL will be authorised to provide the PO Box Holder's name and address (including place of residence or place of business) and/or PO Box Number to third parties if this is required in order to fulfil a statutory obligation or a public duty.

Article 10

Complaints and Disputes

PO Box Holders with complaints regarding the performance of the Agreement can contact the PostNL Business Service department at the following number: +31 (0)88 868 6868.

