



## **SPEEDPOST WORLDWIDE COURIER (EMS) SERVICE - TERMS & CONDITIONS OF CARRIAGE**

### **1. Definition**

“Document Pack” refers to items such as letters, business papers, plans, blue prints, computer printouts and the like, weighing not more than 1 kg.

“Package” refers to items not regarded as Document Packs.

### **2. Postage**

2.1. To find out about postage rates, please call our Hotline at 1800- 2225777 or visit any of our Singapore Post branches or log onto our website [www.speedpost.com.sg](http://www.speedpost.com.sg)

2.2. Items are subject to prevailing fuel surcharge and global security surcharge.

### **3. Weight and Size Limits**

3.1. The standard maximum weight limit for any item is 30kg, with the exception of certain destinations. This will be determined by Singapore Post.

3.2. The standard size, which is determined by the sum of the greatest length and girth (twice of width and twice of depth) should not exceed 3 metres, with the exception of certain destinations. This will be determined by Singapore Post.

3.3. The weight and size limits may be changed from time to time. For the latest information, please call 1800-2225777 or visit any of our Singapore Post branches.

### **4. Delay in Delivery**

4.1. Singapore Post shall make reasonable effort to deliver your item according to the Speedpost delivery schedules which are estimates only and not guaranteed. The deliveries are subject to possible delays including but not limited to delays by customs or government authorities of the destination country. Singapore Post shall however not be liable (whether in contract, tort or otherwise) for any delays in effecting delivery of your item for whatever reasons.

### **5. Liability**

5.1. In the event of the loss or damage to the item, the liability of Singapore Post is limited to S\$150 for Packages and S\$60 for Document Packs or the declared value of the item, whichever is lower.

5.2. Singapore Post shall not in any case be liable for:

- a. any indirect or consequential loss or damage (including but not limited to the loss of profits, business, anticipated savings);

- b. any loss or damage arising from or in connection with :
  - i. its failure to perform any of its obligations hereunder if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other act of God;
  - ii. any defect in respect of the item, even if known to Singapore Post when Singapore Post accepted it.
  - iii. your acts of omission, including but not limited to insufficient or improper packing, security or addressing;
  - iv. any action or omission by anyone other than Singapore Post including but not limited to:
    - 1. you, as the sender of the item;
    - 2. the addressee;
    - 3. an interested third party;
    - 4. customs or other government officials; and
    - 5. the carrier or other third party contracted by Singapore Post to serve locations that Singapore Post does not serve directly. Singapore Post shall not be liable even if you did not ask or know about a third party arrangement.
  - v. electrical or magnetic damage to, or erasure of electronic or photographic images or recordings;
  - vi. any loss of secrecy in communication arising from the use of the service;
  - vii. the hazardous, fragile or brittle nature of the mechanical derangement of the goods;
  - viii. any consequences of delay or confiscation by any competent authorities as a result of the discovery of prohibited contents;
- c. delay or non-delivery of the item arising from the detention of the item by the customs or any government authorities of the destination country.

5.3. Items are delivered to the addressee's address as given by you but not necessarily to the named addressee personally. Items to addresses with a central receiving area will be delivered to that area. If the addressee refuses delivery or to pay for delivery, or the item is deemed to be unacceptable, or it has been undervalued for customs purposes, or the addressee cannot be reasonably identified or located, Singapore Post shall use reasonable efforts to return the item to you at your cost, failing which the item may be released, disposed of or sold by Singapore Post without incurring any liability whatsoever to you or anyone else. The proceeds may be applied against any charges including but not limited to service charges and related administrative costs and the balance of the proceeds of the sale to be returned to you.

## **6. Enhanced Liability**

6.1. Please note that high-value items are shipped at your own risk. Enhanced liability coverage is available for your purchase depending on the destination country. You may wish to obtain independent advice from an advisor/ expert before proceeding with the purchase of enhanced liability coverage. Please call our Hotline at 1800-222 5777 or visit any of our Singapore Post branches for further information. Please note that indirect or consequential loss or damage (including but not limited to loss of profits, business and anticipated savings), or loss or damage caused by delays are excluded.

## **7. Your Responsibilities**

You shall:

7.1. ensure that :

- a. an item is packed in a reasonably strong case, wrapper or cover appropriate to its contents, and so that no part of the contents can be removed without either breaking or tearing the case, wrapper or cover or forcing two adhesive surfaces apart, or breaking a seal;
- b. all contents of the item are adequately packed so as to protect against damage in the course of transmission and in particular, but not limited to :
  - i. an item which is of a fragile nature shall be packed in a container of a sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the item against the effects of such concussions, pressure and knocks to which postal item are ordinarily exposed in transmission, and the item shall bear the words “FRAGILE HANDLE WITH CARE” written conspicuously in capital letters on the face of the cover above the address of the addressee;
  - ii. an item which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the item from being bent or otherwise damaged in transmission, and the packet shall bear the words “DO NOT BEND” written conspicuously in capital letters on the face of the cover above the address of the addressee.
- c. items prohibited by any law in force in the Republic of Singapore and the country of destination for transmission by post will not be handed to Singapore Post.

7.2. be liable for any charges, costs or expenses of whatsoever nature, including but not limited to storage charges, duties and taxes, retrieval and administrative costs in connection with the services performed and/or the item in the event that the addressee refuses to pay them.

7.3. indemnify and keep Singapore Post indemnified at all times from and against all demands, claims, actions, proceedings, charges, postages, costs or expenses, including but not limited to storage charges, duties and taxes, retrieval and administrative costs (including reasonable legal costs) incurred, suffered , or sustained by Singapore Post in connection with the services performed hereunder.

## **8. Retrieval of Consignment Note**

- 8.1. Singapore Post may retrieve a copy of your consignment note upon your request, provided that:
- a. Singapore Post receives payment of SGD 5.00 for every request;
  - b. the item was sent within 6 months of the date of the request.

You may make a request for a copy of the consignment note via email or fax to:

- a. Email address : [pickup@singpost.com.sg](mailto:pickup@singpost.com.sg); or
- b. Fax number : 1800 442 0613

## **9. Unacceptable or Prohibited Shipments**

9.1. Items which the possession or transmission of are prohibited by law will not be accepted, such as explosives, poisons, flammable items, radioactive material, compressed gas,

corrosive, firearm and any items which by its nature or packing may expose officers of Singapore Post to injury or cause damage to other items.

- 9.2. By using the services hereunder, you warrant that your item is acceptable for transportation. You agree that the following items are deemed unacceptable for shipment:-
- a. items classified as hazardous material, dangerous goods, prohibited or restricted by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisations), Postal regulations, any applicable government department or other relevant organization;
  - b. if no customs declaration is made when required by applicable customs regulations; or
  - c. if Singapore Post determines that an item cannot be transported safely or legally (including but not limited to, animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).
- 9.3. Please call 1800-2225777 or log onto our website [www.speedpost.com.sg](http://www.speedpost.com.sg) for a list of prohibitions on importation for different destinations. The list of prohibitions may be changed from time to time.

## **10. Customs Declaration**

- 10.1. The customs declaration should be completed by you in English or in a language which is accepted in the country of destination.
- 10.2. To clear your item with the customs in the country of destination, the customs in the country of destination needs to know what the contents of the item. You must therefore complete the customs declaration fully, accurately and legibly. Any false, inaccurate or misleading information may lead to a delay in customs clearance, a fine or seizure of the item by the relevant customs authority.
- 10.3. It is also your responsibility to inquire into the import regulations (prohibition, make up, etc) and to find out what documents, if any (certificate of origin, health certificate, licences, invoices, etc) are required in the country of destination and to attach such documents to the consignment note. Each item must be accompanied with one original and one duplicate copy of the invoice.
- 10.4. By using the services hereunder, you agree to the disclosure of your information to third parties to facilitate customs clearance of the item.

## **11. Right to Inspect and Charge**

- 11.1. Singapore Post may (but shall not be bound to) in its sole discretion, open and inspect for any reason the item, including but not limited to verification of its contents at any time. Singapore Post shall charge you the shipment charges according to the contents of the item discovered on such opening and inspection.
- 11.2. The item is subject to customs clearance and inspection by customs or government authorities of the destination country.

## **12. Claims**

12.1. All claims for loss or damage to the item must be made within 14 days from the date Singapore Post accepts the item failing which Singapore Post shall have no liability whatsoever. Such claims must be made in writing, accompanied by the original copy of the consignment note, supporting documents and relevant invoices or receipts, failing which the claim will be considered null and void.

Please submit your claim to:-  
Manager (Customer Relations)  
Singapore Post Limited  
Eunos Road 8, #01-33  
Singapore Post Centre  
Singapore 408600

## **13. Applicable Law and Jurisdiction**

13.1. These terms and conditions shall be subject to and construed in accordance with the laws of the Republic of Singapore. All proceedings in relation to any matter in dispute arising out of or connection with these terms and conditions shall be commenced in the courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of such courts.

13.2. For the avoidance of doubt and without prejudice to sub-clause 13.1 hereof, it is hereby agreed and understood that these terms and conditions shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or re-enactment thereof and any rules and regulations made thereunder and any directions whatsoever which the Info- Communications Development Authority of Singapore has given or may give to Singapore Post or under any provisions of any license granted by the Info-Communications Development Authority of Singapore.

## **14. Severability**

14.1. If any of the provisions herein becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **15. Variations**

15.1. Singapore Post reserves the right to amend these terms and conditions from time to time, and you shall be bound to observe and comply with such terms and conditions prevailing from time to time.