

Franking Service Terms & Conditions

1 DEFINITIONS

- (i) **"Franking Machine"** means the machine which is able to perform the Service, for which SingPost has issued a Permit to the Permit Holder;
- (ii) "Mail and Parcel items" means local/international mail, including Registered Service (as defined in Registered Service Terms and Conditions), Tracked Letterbox Item (as defined in Tracked Letterbox Terms and Conditions), local parcels (as defined in Speedpost Service Terms and Conditions), local Packages for the Service, the respective terms and conditions is available for download at https://www.singpost.com/;
- (iii) "Packages" means all non-paper content such as Mail and Parcel items containing merchandise, goods or bulky items, including but not limited to letters/printed papers with card/token, CD-ROM;
- (iv) "Personal Data" shall have the same meaning as set forth in the Personal Data Protection Act 2012 of Singapore;
- (v) "Personal Data Protection Laws" means all applicable laws and regulations (including amendments to the laws and regulations and regulatory guidance) regulating data privacy and/or Personal Data in Singapore:
- (vi) "Permit Holder" means the successful applicant of the Service;
- (vii) "Service" means the franking service provided by SingPost which imprints an impression on Mail and Parcel items, showing the date of posting and value of postage paid, in place of postage stamp, excluding international outbound Packages;
- (viii) "The Permit" means the permit issued by SingPost to the Permit Holder for use of a Franking Machine; and
- (ix) "Working day" means any day from Monday to Friday (excluding public holidays).

2 FRANKING MACHINE PERMIT

- 2.1 The Permit Holder may purchase a Franking Machine from any approved franking machine agent listed at SingPost's website, which may be amended by SingPost from time to time at its sole discretion.
- 2.2 The Franking Machine agent, upon completion of checks to its satisfaction, would provide a Certificate of Good Condition for the Franking Machine.
- 2.3 The Franking Machine agent may assist in application for the Permit.
- 2.4 SingPost may issue a Permit to a successful applicant, at its sole discretion.
- 2.5 The Permit is only issued to a person who is of full age and legal capacity or to a business organization registered with the Accounting and Corporate Regulatory Authority of Singapore. It is unlawful to use a Franking Machine without a Permit issued by SingPost.
- 2.6 The Permit Holder shall be fully responsible for the usage, physical and functional conditions of the Franking Machine.
- 2.7 The Permit is not transferable.
- 2.8 The Permit Holder shall be fully responsible for any liability associated with, or due to the improper use or loss of the Franking Machine, including but not limited to fraudulent use thereof.



- 2.9 The Permit Holder shall use the Franking Machine only for franking its own Mail and Parcel items and not for franking such items for any other entity or person. The Permit Holder may use the Franking Machine to frank Mail and Parcel items belonging to the Permit Holder's subsidiaries and/or related companies, with prior written approval from SingPost. The Permit Holder shall submit documentary proof evidencing the relationship between itself and its subsidiaries and/or related companies to the satisfaction of SingPost, not less than fourteen (14) days prior to commencement of usage in this manner.
- 2.10 The date impression franked on the Mail and Parcel items must bear the actual date of posting. If the date impression franked on the Mail and Parcel items bears an inaccurate date, the item will be returned to the Permit Holder. When posting franked Mail and Parcel items, the Permit Holder shall ensure that the franked Mail and Parcel items are properly bundled with the "front" of each of the Mail and Parcel items in each bundle facing the same direction. The Permit Holder shall also ensure that the rubber bands or tie holding the bundles are not removed.
- 2.11 SingPost reserves the right to withdraw or cancel the Permit for any Franking Machine which has not been re-valued or topped up for more than three (3) months or if the Permit Holder fails to submit a Certificate of Good Condition required in accordance with Clause 7 within sixty (60) days from being notified by SingPost.
- 2.12 SingPost reserves the right to carry out inspection of the Franking Machine at the Permit Holder's premises from time to time, to ensure that the Franking Machine is in good working condition and that the Permit Holder is in compliance with all usage and security measures. SingPost shall give the Permit Holder seven (7) days' prior written notice of inspections.

3 POSTING OF FRANKED MAIL AND PARCEL ITEMS

- 3.1 All franked Mail and Parcel items which require tracking service must be handed over to SingPost's counter staff at the post office or POPStop.
- 3.2 Franked Mail and Parcel items must be posted at SingPost post office or POPStop.

4 FRANKING IMPRINT

- 4.1 The franking imprint on the franked Mail and Parcel items must be in red fluorescent ink.
- 4.2 The postage value and date impressions must be accurate, legible, and complete.
- 4.3 The postage value and date impression must be franked on the top right-hand corner of the envelopes or on the "surface" of the Packages and parcels and showing the recipient's address.
- 4.4 The name and return address of the sender must be indicated on the top left-hand corner of the envelope, or at the back of the envelope.
- 4.5 For local packages and parcels, the Permit Holder can purchase franked labels from SingPost's authorized agents. The franked labels must be affixed at the top right-hand corner of the "front" of the items.
- 4.6 The Permit Holder shall ensure that Mail and Parcel items are franked according to prevailing rates listed on SingPost website which are available for download at www.singpost.com.
- 4.7 Please refer to Appendix I for mail quality tips.



5 MONTHLY FRANKING DOCKET

- 5.1 The Permit Holder is required to submit a monthly franking docket to the Franking Section of SingPost by the second working day of the following month, regardless of whether the Franking Machine has been in use. The monthly franking docket forms are obtainable from SingPost's website. The submission of franking dockets can be done via either post, email, or any other transmission mode as may be updated from time to time by SingPost under the Franking Docket Form.
- 5.2 The Permit Holder shall ensure that the monthly franking docket submitted clearly indicates the respective postage used for local, overseas, and other postal services (i.e. Registration, Certificate of Posting etc), as well as the credit balance (if any).
- 5.3 Upon submission of the monthly franking docket, SingPost shall provide the Permit Holder with a monthly tax invoice. The Permit Holder may apply for Goods and Services Tax ("GST") rebate from the Inland Revenue Authority based on amount of franked postage for local Mail and Parcel items only (where applicable). The Permit Holder should retain this tax invoice. Duplicate copies of the tax invoice are available upon payment of an administrative fee of Singapore Dollars Ten (S\$10.00)* per copy.

6 REFUND OF MISFRANKED IMPRESSION/LABELS

- 6.1 The Permit Holder can apply for a refund of franked covers/labels that are incorrectly franked and not transmitted through the post. Such refunds are subject to the following conditions:
 - a) SingPost's receipt of a written letter from the Permit Holder requesting for refund, within one (1) month from the date of impression:
 - b) the whole envelope, cover, wrapper or label must be presented together with the written letter;
 - c) requests for refund for Mail and Parcel items bearing sender's name other than that of the Permit Holder without Singapore Post's prior written approval, will not be considered;
 - d) refunds will only be by way of bank transfer or any other payment methods that are available at the discretion of SingPost, made payable to the Permit Holder; and
 - e) SingPost reserves the right not to make any refunds due to illegible, unclear, or incomplete franking impressions.
- 6.2 Where SingPost approves the refund, the Permit Holder shall pay an administrative charge as follows:
 - a) for refund of misfranked impression/labels <u>below</u> the postage value of Singapore Dollars Two Hundred (S\$200.00), an administrative charge of Singapore Dollars Ten (S\$10.00)* shall apply.
 - b) for refund of misfranked impression/labels <u>above</u> the postage value of Singapore Dollars Two Hundred (S\$200.00), an administrative charge of 5% of the postage value plus prevailing GST shall apply.

7 SUBIMISSION OF CERTIFICATE OF GOOD CONDITION

7.1 The Permit Holder must submit to SingPost a Certificate of Good Condition of the Franking Machine from an approved agent, confirming the operational worthiness of the Franking Machine:



- a) when applying for the Permit; and
- b) subsequently once every two (2) calendar years, whether or not notified by SingPost to do so.
- 7.2 For electronic Franking Machines, the Permit Holder shall present the Franking Machine meter to the agent for servicing and certification. After certifying that the Franking Machine and meter is in good working condition, the Franking Machine shall be returned to the Permit Holder upon re-activation by the agent.

8 CANCELLATION OF PERMIT AND DISPOSAL OF FRANKING MACHINE

8.1 The Permit Holder may terminate the Service and apply to cancel the Permit. The Permit Holder shall submit a written confirmation together with the Franking Machine meter and meter record card to:

General Post Office 10 Eunos Road 8 #01-123/124/125 SingPost Centre Singapore 408600

- 8.2 For a full refund of the unused credit in electronic Franking Machines which are in operating condition, the Permit Holder shall frank all the unused credits in a single or multiple impressions and present the impressions to SingPost together with the Permit Holder's termination request. Upon satisfactory verification, SingPost shall refund the unused credit.
- 8.3 For electronic Franking Machines that are damaged beyond repair, and which cannot be used further, SingPost reserves the right to reject any doubtful and/or unsubstantiated claim for unused credit. Once the refund of the unused credit has been approved, the data chip in the electronic Franking Machine must be removed from the Franking Machine by the agent and handed over to SingPost for disposal.
- 8.4 Each Franking Machine for which the Permit has been cancelled shall be removed by the Permit Holder from SingPost's premises within seven (7) days of the cancellation of the Permit for the Permit Holder's disposal. SingPost offers a disposal service for an additional cost of Singapore Dollars Twenty (\$\$20.00)* per Franking Machine. In the event that such Franking Machines are not removed by the Permit Holder within the specified time, SingPost reserves the right to dispose the Franking Machines without compensation to the Permit Holder, and the cost of such disposal shall be borne by the Permit Holder.

9 CONDITIONS FOR TOP-UP

9.1 For electronic meters with remote-setting facilities, top-ups can be re-set remotely. The Permit Holder need not present the Franking Machine at any SingPost post office. Upon receiving the personal identifier number for the top-up, the Permit Holder shall re-value or top-up the credits immediately and in full.

10 ADVERTISING SLOGAN IMPRESSIONS

- 10.1 The Permit Holder shall obtain prior the written approval of SingPost to use a slogan impression in any advertisement.
- 10.2 The approval of any slogan impression shall be at SingPost's sole discretion.



11 LIABILITIES OF THE PERMIT HOLDER

Fraudulent/Improper Use of Franking Machine

11.1 The Permit Holder shall be liable to indemnify and keep SingPost indemnified in full against any loss in postage/revenue arising from the fraudulent or improper use of a Franking Machine or the failure of a meter to record accurately the value of an impression made by the Franking Machine.

Loss or Damage to Franking Machine

- 11.2 In the case of loss or damage of the Franking Machine due to theft, fire or flood, the Permit Holder shall inform SingPost within seven (7) working days of the event. The Permit Holder shall lodge a police report promptly, and a copy shall be extended to SingPost.
- 11.3 SingPost reserves the right in its sole discretion whether to refund any unused credit left at the time of occurrence of the fire or flood, upon verification of the unused credit.
- 11.4 In the event of loss, theft, or misuse of the Franking Machine, SingPost will not provide a refund for any unused credit in the Franking Machine.
- 11.5 Notwithstanding anything contained herein, the Permit Holder shall be liable to indemnify and keep SingPost indemnified in full against any loss in postage/revenue arising from the loss or damage to the Franking Machine.
- 11.6 In case of damage or breakdown of the Franking Machine, Permit Holder shall contact the agent as soon as possible for repair, determination of the cause of problem, and to verify the meter readings if necessary.

12 TERMINATION BY SINGPOST

- 12.1 SingPost reserves the right to immediately suspend, revoke or otherwise deal with the Permit and/or to immediately suspend or terminate the Service if:
 - a) there is any breach by the Permit Holder of any of the terms and conditions herein and SingPost has given fourteen (14) days' notice of such breach, and the Permit Holder has failed to rectify such breach within that time; or
 - b) in the event of the Franking Machine does not operate accurately and the meter fails to record accurately the value of an impression made by the Franking Machine.

13 ENTIRE AGREEMENT

The Permit Holder shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions, which is available for download at www.singpost.com, as well as such other terms and conditions as may be agreed between SingPost and the Permit Holder. The rights and protections conferred on SingPost under these Franking Service Terms and Conditions shall be additional to the rights and protections conferred on SingPost under the SingPost General Terms & Conditions and any other terms and conditions as may be agreed between SingPost and the Permit Holder. In the event that any of these Franking Service Terms & Conditions are inconsistent with the SingPost General Terms & Conditions, these Franking Service Terms & Conditions set out herein shall prevail.



14 FORCE MAJEURE

14.1 SingPost shall not in any case be liable for any loss or damage arising from or in connection with its failure to perform any of its obligations hereunder (including failure or non-performance by any person or entity acting on SingPost's behalf), if such failure is the result of circumstances outside its control including, but not limited, to the outbreak of war, any governmental act (including, but not limited to, any acts, restrictions, regulations, by-laws, prohibitions or measures of any kind imposed by any governmental authority), embargo, 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, outbreak of any communicable disease, epidemics of infectious diseases or any other acts of God.

15 DATA PROTECTION

15.1 The Permit Holder represents, undertakes and warrants that the Permit Holder will, prior to disclosing any Personal Data to SingPost, ensure that the individuals and/or Permit Holders, to whom the Personal Data relates, have validly provided consent, in accordance with the requirements of the Personal Data Protection Laws, for the collection, use and/or disclosure of the Personal Data for the purposes for which SingPost intends, as indicated in these terms and conditions or as SingPost may have notified Permit Holder in writing and the Permit Holder shall be deemed to be in breach, if any consent obtained by the Permit Holder is subsequently determined by any competent Court or authority to be invalid.

16. APPLICABLE LAW AND JURISDICTION

- 16.1 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.
- 16.2 For the avoidance of doubt and without prejudice to Clause 16.1 hereof, it is hereby agreed and understood that these terms and conditions shall, notwithstanding anything contained herein, be subject to the Postal Services Act 1999 including any statutory modification or re-enactment thereof and any rules and regulations made thereunder and any directions whatsoever which the Infocommunications Media Development Authority has given or may give to SingPost or under any provisions of any license granted by the Info-communications Media Development Authority.

17. SEVERABILITY

17.1 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.

18. VARIATIONS

18.1 SingPost reserves the right to amend these terms and conditions from time to time, and the Permit Holder shall be bound to observe and comply with the prevailing terms and conditions as published on www.singpost.com. Further, it shall be the responsibility of the Permit Holder to review the terms



and conditions for any such changes, revisions, modifications, or amendments and that your continued use of our Service constitutes your agreement to such updated terms and conditions.

*All charges stated herein are exclusive of Goods and Services Taxes ("GST") and are subject to prevailing GST.



APPENDIX I: MAIL QUALITY TIPS

To ensure that the article reaches the recipient safely and quickly, the Permit Holder shall comply with the following basic DOs and DON'Ts:

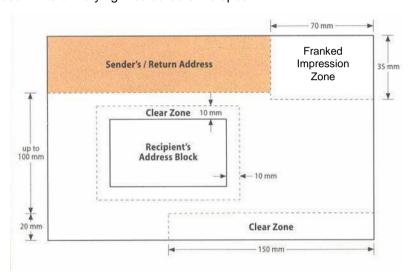
DOs:

DO frank impressions on the top right corner

DO address clearly, correctly and completely within section indicated as "Recipient's Address Block"

DO use the correct 6-digit postal code

DO use white or very light coloured envelopes



DO seal on all sides

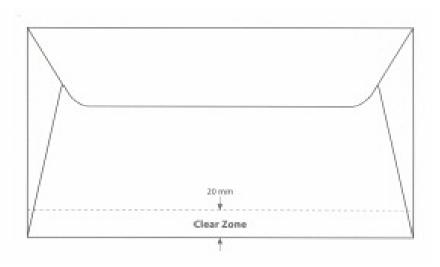
DO use standard-size envelopes :

C6 : 114 mm X 162 mm

DL : 110 mm X 220mm

C5 : 162 mm X 229 mm





DON'Ts:

DON'T enclose stiff objects

DON'T use coloured envelopes

DON'T print any wordings within the clear zone designated for barcode printing by SingPost for sorting purposes

DON'T staple