



## HomeDirect Service Terms & Conditions

### 1 DEFINITIONS

- (a) “**Actual Lodgement Date**” has the meaning ascribed to it in Clause 5.5.
- (b) “**Actual Material Delivery Date**” has the meaning ascribed to it in Clause 5.5.
- (c) “**Addresses**” means the addresses of the building units to be used by SingPost to deliver the Service;
- (d) “**Application Form**” means the application form submitted by the Customer to SingPost for the Service;
- (e) “**Customer**” means the customer of the Service;
- (f) “**Mailers**” means partially-addressed (only address stated) homogenous promotional materials, advertisements or notices;
- (g) “**Specified Material Delivery Date**” means the date, as specified by the Customer in the Application Form, on which Mailers are to be lodged by the Customer at such fulfilment centre as may be designated by SingPost;
- (h) “**Service**” means the distribution of Mailers to Addresses provided by SingPost ; and
- (i) “**Working Day**” means any day from Monday to Friday (excluding public holidays).

### 2 SPECIFICATIONS

- 2.1 HomeDirect Mailers must meet the following specifications as set out below. For detailed guidelines on designing quality mail, please refer to SingPost’s guidelines on mail quality guide as published on SingPost’s website at [www.singpost.com/mailqualityguide](http://www.singpost.com/mailqualityguide) as may be amended from time to time.

Standard Mail Conditions	Non-Standard Mail Conditions
<ul style="list-style-type: none"><li>i. Mail items in standard envelope sizes: C4, C5, C6 and DL or specified Standard Mail sizes.</li><li>ii. Letters, printed papers or paper-based items in a paper-based envelope.</li><li>iii. Postcards or mail items in card form, not exceeding 240mm x 162mm with paper quality of at least 230gsm.</li><li>iv. Mail items to be fully sealed on all sides.</li><li>v. Mail items to be in white, cream, pastel or light-colour.</li><li>vi. Pressure-sealed and pagemail items</li></ul>	<ul style="list-style-type: none"><li>i. All mail items not meeting the Standard Mail Conditions</li><li>ii. Mail item containing merchandise, plastic cards, bulky items, metal, hard, inflexible or sharp objects</li><li>iii. Odd-shaped mail, e.g. circular, triangular, in roll form, etc.</li><li>iv. Mail items in non-paper cover, e.g. plastic envelopes, pillow case envelopes, etc.</li><li>v. Mail set or mail with sprocket holes or computer printouts.</li><li>vi. Mail items smaller than 140mm x 90mm x 0.2mm and lighter than 2g.</li><li>vii. Mail items in envelope form larger than 324mm x 229mm and thicker than 14mm.</li><li>viii. Mail items with watermark, dark intense colours, background design, patterning, embossing or security printing.</li></ul>

- 2.2 Any HomeDirect Mailer that does not meet the specifications requirement for standard mail under Clause 2.1 above, the Customer will have to submit the actual sample of the HomeDirect Mailer to SingPost for approval.



### **3 CONTENT AND NATURE OF MAILERS**

- 3.1 The Customer shall not lodge with SingPost any Mailer that is photocopied.
- 3.2 Mailers must be printed with at least 2 colours.
- 3.3 Mailers must be printed in homogenous manner.
- 3.4 For Mailers which fall under Non-Standard Mail Conditions, the distribution list and actual samples of Mailers must be sent to SingPost for approval at least three (3) Working Days prior to the Specified Material Delivery Date of such Mailers during non-peak periods (i.e. February to September) and at least five (5) Working Days prior to the Specified Material Delivery Date of such Mailers during peak periods (i.e. October to January).
- 3.5 Mailers must not contain content which states, implies or suggests any of the following:
- i) anything illegal, offensive, insulting or immoral; or
  - ii) anything dishonest, deceptive or unpatriotic; or
  - iii) anything religious in nature; or
  - iv) anything political in nature, except during designated political election periods
- 3.6 SingPost shall determine whether any Mailers submitted for approval contravenes any criteria listed in Clauses 2.1, and 3.1 to 3.5 above and SingPost's determination in this regard shall be final and binding. Upon SingPost's determination of any such contravention, SingPost shall have a right but not an obligation to reject the relevant Mailers submitted.
- Notwithstanding the generality of the foregoing, in the even that any Mailers are deemed by SingPost, in its absolute discretion, to be unfit or unsuitable for distribution, SingPost shall have the right at any time to reject such Mailers and/or terminate the Service.
- 3.7 In the event that SingPost accepts for distribution any Mailers which contravene any criteria listed in Clauses 2.1, and 3.1 to 3.5. SingPost shall not be liable for non-distribution or uneven distribution of such Mailers.

### **4 SELECTION FOR HOMEDIRECT DISTRIBUTION**

- 4.1 Customer shall, in its sole discretion, select (i) the intended recipients for the Mailers and/or (ii) areas where the Mailers are to be distributed. The areas where Mailers are to be distributed shall be based on factors such as the postal sector code, postal codes, street names and building types which allow distribution of partially-addressed promotional materials, advertisements or notices, etc. SingPost neither guarantees that the mail drop data is up-to-date nor assures that such data is accurate.

### **5 DELIVERY OF MAILERS FOR FULFILMENT**

- 5.1 Mailers should be packed in bundles of 100 pieces for items within 50g weight tier per piece, and bundles of 25 pieces for items above 50g weight tier per piece. Strings or thick rubber bands should be used for packing.



- 5.2 Without prejudice to Clauses 5.3, 5.5, 6.1 and 6.2, the Customer shall deliver all Mailers relating to a particular Application Form in advance to ensure they do not missed their campaign period or timelines. SingPost shall not be responsible if the Customer missed their campaign period or other timeline that their Mailers are required to be distributed or delivered.
- 5.3 The Customer shall ensure that all Mailers relating to a particular Application Form shall be delivered to SingPost's Fulfilment Centre at the following address no earlier than five (5) Working Days before, and no later than, the Specified Material Delivery Date stated on that Application Form:

FULFILMENT CENTRE Singapore Post Limited 37 Greenwich Drive, Block A, #02-01 VAS Warehouse SingPost Regional eCommerce Logistics Hub Singapore 533864	<u>Operating Hours:</u> Monday to Thursday: 8:00am to 12:00pm 1:00pm to 6:00pm Last receiving time : 5:30pm  Friday : 8:00am to 12:00pm 1:00pm to 5:00pm Last receiving time : 4:30pm
--	--

- 5.4 In the event that the Customer fails to comply with Clauses 5.2 and 5.3 above, then SingPost shall have the right to reject the delivery of Mailers and/or specify a new date for the Customer to deliver the Mailers.
- 5.5 The fulfilment of Mailers shall commence within one (1) Working Day of the actual date on which the Customer delivers the Mailers to SingPost's Fulfilment Centre (the "**Actual Material Delivery Date**"), and shall be completed within five (5) Working Days. The Mailers shall then be lodged at the Bulk Mail Centre, and the date of the lodgment shall be regarded as the "**Actual Lodgement Date**". The lead time for fulfilment of Mailers may be subject to change if the requirements or distribution quantities change or if it falls under Non-Standard Mail Conditions.
- 5.6 All Mailers shall be lodged in one (1) batch.

## 6 DISTRIBUTION OF MAILERS

- 6.1 Distribution of Mailers within Standard Mail Conditions shall be completed within three (3) Working Days after the Actual Lodgement Date during non-peak period (i.e. February to September) and within five (5) Working Days after the Actual Lodgement Date during peak period (i.e. October to January). Distribution of Mailers will be performed on Working Days during business hours.
- 6.2 Distribution of Mailers within Non-Standard Mail Conditions shall be completed within five (5) Working Days after the Actual Lodgement Date during non-peak period (i.e. February to September) and within seven (7) Working Days after the Actual Lodgement Date during peak period (i.e. October to January). Distribution of Mailers will be performed on Working Days during business hours.
- 6.3 SingPost shall attempt to distribute the Mailers to intended recipients whose housing units and/or developments allow distribution of partially-addressed promotional materials, advertisements or notices, according to the agreed distribution list as specified in the Application Form. Notwithstanding that, the



distribution may not be: (i) 100% complete in all situations; (ii) 100% representative of exact households in Singapore; and/or (iii) practicable or possible under Clause 6.4 below.

6.4 SingPost shall not be responsible for not distributing the Mailers to buildings within such sector that, at the time of distribution, are demolished, in the course of being redeveloped or in any state which makes distribution of HomeDirect to such building impractical or impossible, which shall include, but is not limited to situations where letterboxes are full, faulty, or of a version that makes HomeDirect delivery impossible.

6.5 SingPost will make reasonable efforts to distribute the Mailers within the delivery schedule and terms as set out in Clauses 6.1, 6.2, 6.3 and 6.4. Notwithstanding that, SingPost shall not be obliged to handle any feedback nor perform any checks for any completed distribution.

## **7 RATES AND CHARGES**

7.1 Service charges payable per item, including additional fees are as set and published on service order form by SingPost from time to time. Payment of service charges and additional fees by bank transfer, manual credit card form or cheque shall be made at least 3 Working Days before Actual Lodgement Date. Other payment modes such as NETS or cashier's order shall be made upon Actual Lodgement Date. Payment of services charges and additional fees may be made by credit terms as approved by SingPost. All payment methods offered and are available at the discretion of SingPost.

## **8 DURATION OF SERVICE**

8.1 Unless otherwise stated, the Service shall commence on the Actual Material Delivery Date and shall, unless suspended, revoked or otherwise terminated in accordance with the provisions hereof, terminate upon the completion of the distribution pursuant to Clause 6.

8.2 The suspension, revocation or termination of the Service and/or the HomeDirect Service Terms & Conditions shall be without prejudice to the rights and obligations of the parties that exist on or prior to the date of such suspension, revocation or termination (as the case may be).

## **9 PROHIBITION**

9.1 Dangerous and prohibited items, including but not limited to explosives, poison, flammable items, radioactive material, compressed gas, corrosive, firearms and any items which by its nature or packaging may expose officers of SingPost to injury or cause damage to other items, are prohibited by law and will not be accepted.

## **10 LIMITATION OF LIABILITY**

10.1 Without prejudice to Clauses 6.3 and 6.4, SingPost offers the HomeDirect Service on a 'no liability' basis. The Customer acknowledges that SingPost is not liable for any direct or indirect loss, damage, claim or demand which arises from the provision of the HomeDirect Service, including any loss, damage, claim or demand which may arise from any failure of delivery, of any HomeDirect or the consequences or result thereof.

10.2 For avoidance of doubt, SingPost will not, at any time, be liable for, or accept any liability in respect of, (i) the payment or reimbursement of any printing, production, or lodgement costs incurred by the Customer in respect of articles to be delivered through the HomeDirect Service, or (ii) any claim for lost or reduced



profits, earnings, or any damage to reputation which the Customer may allege has arisen as a consequence of any act or omission on the part of SingPost.

- 10.3 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.
- 10.4 SingPost expressly disclaims all conditions and warranties, express or implied in respect of the HomeDirect Service. Where the law precludes such exclusion and implies certain conditions and warranties into this HomeDirect Service Terms and Conditions, the maximum cumulative liability of SingPost for breach of any applicable term herein shall be limited, at the option of SingPost to either (i) re-perform the HomeDirect Service at no additional costs to the Customer for the disputed distribution area; and/or (ii) payment of the cost associated to having the Service re-perform for the disputed distribution area, whichever is the lesser.

## **11 AMENDMENTS**

- 11.1 SingPost reserves the right, in its sole discretion, to change, update, modify or amend any of the terms and conditions stated herein, from time to time, without any prior notice to the Customer and the Customer shall be bound to observe and comply with the terms and conditions herein and any amendments thereof. Further, it shall be the responsibility of the Customer to review the terms and conditions for any such changes, revisions, modifications or amendments and that the Customer continued use of our Service constitutes your agreement to such updated terms and conditions.

## **12 ENTIRE AGREEMENT**

- 12.1 The Customer shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions as well as such other terms and conditions as may be agreed between SingPost and the Customer. The rights and protections conferred on SingPost under these HomeDirect Service Terms & 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 Customer. In the event that any of these HomeDirect Service Terms & Conditions are inconsistent with the SingPost General Terms & Conditions, these HomeDirect Service Terms & Conditions set out herein shall prevail.