



HomeDirect Service Terms & Conditions

1 DEFINITIONS

- (a) “**Actual Lodgement Date**” has the meaning ascribed to it in Clause 5.4.
- (b) “**Actual Material Delivery Date**” has the meaning ascribed to it in Clause 5.4.
- (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 which fit the Customer’s specifications set out in the Application Form; and
- (i) “**Working Day**” means any day from Monday to Friday (excluding public holidays).

2 SPECIFICATIONS

2.1 Mailers must meet the following specifications:

Size		Thickness		Paper Quality
Minimum	Maximum	Minimum	Maximum	
140mm (L) x 90mm (W)	297mm (L) x 210 mm (W)	0.2 mm	7mm	At least 128gsm

2.2 The Customer shall ensure that all Mailers are enveloped or poly-wrapped before lodgement. The address of each addressee has to be clearly printed on the carrier sheet of each Mailer that is poly-wrapped. The carrier sheet, or any insert to be included, should be of same size as the Mailer.

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 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-festive periods (i.e. January to September) and at least five (5) Working Days prior to the Specified Material Delivery Date of such Mailers during festive periods (i.e. October to December).



- 3.4 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 or political in nature.
- 3.5 SingPost shall determine whether any Mailers submitted for approval contravenes any criteria listed in Clauses 2.1, 2.2, 3.1, 3.2, 3.3 and 3.4 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.

- 3.6 In the event that SingPost accepts for distribution any Mailers which contravene any criteria listed in Clauses 2.1, 2.2, 3.1, 3.2, 3.3, 3.4 and 3.5. SingPost shall not be liable for non-distribution or uneven distribution of such Mailers.

4 SELECTION FOR HOMEDIRECT DISTRIBUTION

- 4.1 SingPost 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.

5 DELIVERY OF MAILERS FOR FULFILMENT

- 5.1 Mailers should be bundled in bundles of 100 or 200 pieces for postcards, leaflets, and brochures, and bundles of 25 pieces for heavier items such as catalogues and booklets. Strings or thick rubber bands should be used for bundling.
- 5.2 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 37A Tampines Street 92 VAS Lettershop Dept, Level 1 Singapore 528886 To: Operation Warehouse Person-in-Charge Tel: 6587 8983	Operating Hours: (For Lodgement) Monday to Friday : 9:00 am to 5:00pm Saturday : 9:00 am to 12:00pm
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- 5.3 In the event that the Customer fails to comply with Clause 5.2, 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.



- 5.4 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.
- 5.5 All Mailers shall be lodged in one (1) batch.

6 DISTRIBUTION OF MAILERS

- 6.1 Distribution of Mailers shall be completed within three (3) Working Days after the Actual Lodgement Date during non-festive period (i.e. January to September) and within five (5) Working Days after the Actual Lodgement Date during festive period (i.e. October to December). Distribution of Mailers will be performed on Working Days during business hours.
- 6.2 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. The Customer acknowledges and agrees that distribution of HomeDirect may not be 100% complete in all situations.
- 6.3 SingPost shall not be responsible for not distributing the HomeDirect 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, of a version that makes HomeDirect delivery impossible. Notwithstanding that
- i) the distribution may not be 100% complete in all situations (as set out in clause 6.2); and / or
 - ii) the distribution was impracticable or impossible (as set out in clause 6.3),
 - iii) if the Customer provides feedback to SingPost within 3 calendar days from distribution end date, or in the event of dispute on distribution and provide relevant details (e.g. postal codes, addresses etc of alleged non-distribution). SingPost may, in its sole discretion, and on a best efforts basis, perform checks based on the feedback and details provided by the Customer. The parties shall cooperate to investigate and resolve the matter amicably.

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 cash, 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 are 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 Limitation of Liability

- 9.1 Save as set out in clause 6.3, 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.
- 9.2 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.
- 9.3 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) supplying the HomeDirect service again; or (ii) payment of the cost, or part thereof of having the service supplied again, or (iii) the actual loss or damage which must, in all instances, be quantified by the Customer, whichever is the lesser.

10 ENTIRE AGREEMENT

- 10.1 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.
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