

## Post Office Boxes Terms and Conditions

### **A. Recitals**

1. The Kiribati Postal Services (KPS) is the department under the MICT which provides postal services throughout Kiribati
2. The KPS together with the Customer agrees to be bound by the terms and conditions herein.

### **B. Terms and Conditions**

#### **1. Definitions**

“**Box**” refers to a post office box as defined below.

“**Box Rental Fee**” refers to postal box fees payable by the Customer to the KPS for renting of postal box for a term of one (1) year

“**KPS**” refers to Kiribati Postal Services the provider of post office boxes/private mail bag in Kiribati.

“**Customer**” refers to a postal box holder and/or Private Mail Bag holder/user including any other customer who uses postal services in Kiribati.

“**AUD\$**” refers to the Australian Currency.

“**Penalty Fees**” refers to late payment fees that the KPS levies on the Customer for failing to pay box rentals on or before 31 January of the next year.

“**Post Office Box**” referred to also as “P. O. Box or Box” that a Customer rents from the KPS for one (1) year period.

“**Private Mail Bag/Bags**” refers to private mail bags that a customer rents from the KPS for a one (1) year period.

The Customer and the KPS jointly agrees that the customer will bear the cost of One Bag.

“**Re-direction of Mail Fees**” refers to the fees for redirecting mail from a Post Office Box to an intended recipient.

“**Return Letter Office**” refers to the Section in the KPS that handles all unclaimed mails

“**Services**” refers to the box/bags services provided by the KPS to its Customers.

“**Transfer of Ownership Fees**” refers to the fees payable by the customer for transfer of a Box or Private Mail Bag to a new customer.

“**Term**” refers to the one (1) year period in which a Box is rented out by the KPS to a Customer with the standard Box Rental Fees.

#### **2. Charges and Term**

- a) Current charges for the Services can be found at MICT website – <https://www.mict.gov.ki/> or are available upon enquiry at the nearest Post Office
- b) The Service is available for a minimum initial term of twelve months
- c) Full payment for the initial twelve months is required when applying a new Box, after which annual charges will be invoiced. Payment can be made by AUD cash only.
- d) A refund will not be payable for Box Rental where the agreement is terminated by the KPS under clause 5 and 6

#### **3. Private Mail Bags**

3.1 The KPS is able to provide:

- a) Private Mail Bags/Bags for rental to interested Customers and
- b) Also supply a Customer with One Bag upon utilizing the Bags service with the KPS.

#### **4. Transfer of Box**

- 4.1 The Customer acknowledges and accepts that:
  - a) The ownership over the Box are entirely that of the KPS; and
  - b) That the Customer can only transfer its right over a Box to another customer subject to the KPS's written consent; and the
  - c) Customer providing the necessary documents detailing the transfer (Customer's written authority/a Statutory Declaration/Power of Attorney/Probate whichever is applicable to the transferee); and
  - d) Prior to any transfer of a Box, the new Customer must also ensure that payment of the Transfer of Ownership Fee is made to the KPS prior to exiting.

#### **5. Cancellation**

5.1 A Customer may cancel any box or bag services at any point in time subject to Clause 2. and by giving notice in writing to the KPS. Mails addressed to the Customer at that box or bag shall be treated as undelivered and returned to sender unless an application for redirection of mail is made.

5.2 A customer may cancel a PO Box/Private Mail bag proving the KPS with one months' written notice of your requirement to do so, no refund is payable if the Service is cancelled within the initial twelve months.

#### **6. Termination**

The KPS has the sole discretion to terminate the postal services with a Customer at any time in the event that:

- a) The Box or Bag annual rental fees has not been paid by 31 January and/or
- b) The KPS has reason to believe that the address on the application of the Customer is not the Customer's current residential or business address; and/or
- c) The Box or Bag is being used by the Customer for illegal purposes such as:
  - (i) The illicit procurement of Narcotic Drugs such as cocaine, opium, morphine, codeine beyond the normal permissible amount as listed under the List of Narcotic Drugs under International Control (Yellow List) 49th edition, December 2010 included under the UPU (Universal Postal Union) Regulations & any amendments thereafter. Note: the examples mentioned are not limited to these as the Yellow List provides further narcotic types; and/or
  - (ii) The supplying of Dangerous / Prohibited Goods as listed - 55th edition posted on 23 December 2013 under the IATA (International Air Transport Association) Dangerous Regulations & any amendments thereafter; examples of these being: explosives, flammable liquids, lithium batteries, gallium, mercury, any radioactive metals etc and the list is not limited to these prohibited types mentioned; and/or
  - (iii) Money laundering purposes in contravention with the laws of Kiribati; and/or
- (d) The KPS detects that the Customer intends to use the Box or Bag in contravention with the laws of Kiribati.

#### **7. Change of Address**

The customer shall notify the KPS in writing within seven (7) days of any change in his or her residential, business or electronic mail addresses from time of the initial application. If the Customer fails to notify the KPS of the new addresses the Company will use the address given during the time of making the initial application.

#### **8. Miscellaneous**

- a) The Customer may pay in advance the Box Fees for the next term.
- b) The Customer acknowledges that in the event the Annual Box Fees is not paid by 31 January the same Box will not necessarily be issued to the Customer.
- c) Should the Customer receive any mail that is not addressed to the Customer, then the Customer must immediately place the mail in the Return Letter Box OR return it to any Kiribati Post Services employee at the Post Office or leave it at any Post Office Counter.
- d) The KPS only acknowledges the Box or Bag Holders who have contracted with it and these are in reference to: Individuals or Businesses or Companies that have properly secured postal services with the KPS.
- e) Any notice to the Customer regarding the terms and conditions shall be sufficiently given to the customer if left in the box/bag provided or through the local Daily News Papers pursuant to the agreement and to the Company if given to the Manager responsible for the Post Office at which the said box or bag is situated.
- f) Any mail that is not addressed to your box or to the correct box holder must be promptly returned to the Post Office where the box located

#### **9. Mail Retention**

- a) If a local registered mail is not collected within 30 days it will be returned to sender if a return address is provided or to the Return Letter Office.
- b) If an International registered mail is not collected within 2 months it will be returned to sender if a return address is provided or to the Return Letter Office
- c) If a Local Parcel is not collected within 28 days it will be returned to sender if a return address is provided or to the Return Letter Office.
- d) If an International Parcel is not collected within 56 days it will be returned to sender if a return address is provided or to the Return Letter Office.
- e) If we are unable to return the mail to the sender, it may be destroyed or maybe auctioned as determined by the Return Letter Office.

#### **10. Disclaimer**

The KPS at no time will be held liable for any illegal dealing(s) by a Customer who uses the Boxes or Private Mail Bags for such purposes; this also includes a Customer knowingly and falsely declaring to it on the Postal Box Application Form. The KPS acknowledges that it will immediately notify the relevant authorities (Police /Kiribati Customs Administration and Enforcement / All) of any suspicious dealings by a Customer using the Box or Private Mail Bags and more particularly where the KPS suspects and/or reasonably believes is an imminent threat to its business, employees and other I-Kiribati citizens. A Customer understands and accepts that by signing the Declaration on the Postal Box Application Form, the Customer has accepted the KPS's Terms and Conditions contained herein; and any breaches arising from this can be pursued in a Court of Law in Kiribati by the KPS and/or the relevant authorities concerned for failing to comply with the statutory laws.