

DOCUMENT EXPRESS POSTAL SERVICE

Terms and Conditions

1. Introduction

This service is governed by and is in accordance with the provisions of the Rules of the Courts, The Courts Acts, 1964, 1971 and 1991, S.I. No. 616 of 2002 European Communities (Postal Services) Regulations 2002, Postal and Telecommunications Services Act, 1983 and Amended Acts of 1984 and 1999.

2. Notice

Document Express and its servants and agents are not liable for any losses and/or damages caused to items, letters, packages, parcels sent through the use of Document Express Postal Service. If it is found to be liable then they are only liable to the value of the items, letters, packages, parcels which is stated in paragraphs 10 and 11 hereof. The customer must prove that the loss and / or damage caused is as a result of Document Express. By the customer using the service of Document Express he/she/they/it are deemed to have accepted the full terms and conditions of Document Express as set out herein.

3. Definitions

“Account” means the account held by the customer with Document Express.

“Area” means the areas within which the delivery and collection of recorded mail, by Document Express Postal Service and these are Cork City and County, Dublin Metropolitan District, and Land Registry Waterford.

“Customer” means the individual, partnership or company which holds an account with Document Express.

“Document Express” means Document Express Postal Service licensed by Comreg and having its registered office at Maughan House, Marina Commercial Park, Centre Park Road, Cork.

“Mail” means any letter, item, package, parcel which is collected by Document Express at the Office of the Customer (Sender) and delivered to the Recipient at their Office.

“Recipient” means the person / company who accepts and signs for the receipt of recorded mail through Document Express and which has been sent by the Sender.

“Recorded Mail means any letter, items, package, parcel which is collected and signed by Document Express at the office of the Sender and delivered to and signed for by the Recipient at their office.

“Sender” means the individual Partnership or Company who request Document Express to deliver mail or recorded mail on their behalf to a specified Recipient.

4. Accounts

All Invoices must be paid in accordance with the terms stated on the Invoice.

All recorded mail shall be paid for by affixing thereto a current Document Express Coupon, this Coupon is valid for any item of registered mail up to a weight of 2 kilos and a size of 0.5 cubic meters. Any item of recorded mail not bearing a valid Document Express Coupon shall not be delivered by Document Express and will be returned to the Sender.

5. Mailing Conditions

(a) All mailing forms and documentation must be completed in full by the customers / senders and must be signed by a servant of Document Express when it is being

collected by Document Express.

(b) The Recipients name and address must be clearly detailed on the item for mailing.

(c) The sender / customers name and address must be clearly stated on the item being mailed in the event that the item cannot be delivered and must be returned. In the event that the recorded mail item cannot be delivered the Coupon attached to this registered mail cannot be re-used.

(d) The address of the Receiver must be clearly stated on the mail/recorded mail and in the case of recorded mail, the address on the recorded mail must correspond with the address on the Delivery Docket.

6. Collection Conditions

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(a) All mail must be left in an allocated place in or adjacent to the Office of the Sender/Customer for collection by Document Express and must be available for collection at the time appointed by Document Express during each business day

(b) Recorded mail must be handed by an authorised official/member of staff of the Sender/Customer to Document Express and the Delivery Dockets must be completed and signed for by such authorised member of staff.

(c) The collection point in the Sender/Customer's Office must be in an area easily accessible by Document Express.

7. Dimensions

Each mail item must comply with the size/weight limit for the time being prescribed by Document Express and at this time shall not exceed a size of 0.5 cubic metres nor a weight of 2 kilograms.

8. Packaging

(a) Any article contained in the mail must be adequately packed as a protection against damage in the course of transmission and in particular: -

(b) An article which is liable to be damaged by bending must be packed in a container of sufficient strength to prevent the article from being bent in transmission and must also be marked clearly on the cover of the item with the words "DO NOT BEND".

(c) Dangerous, hazardous or prohibited articles will be refused if tendered for transmission, or if detected in transit, will be retained or treated in accordance with various statutory regulations and / or Postal Warrants in force at the time. A list of hazardous items are listed below. The sender will be liable for all costs incurred in its disposal and for all loss arising from damage to other articles or to staff or agents or equipment or for loss arising from delays or disruption to service. Document Express shall not be under any obligation to return such an article to the sender or to deliver it and shall incur no liability whatsoever irrespective of any other condition of the service.

(d) Document Express has certain standard restrictions and prohibitions on items it will carry and it is important that the Customer consult the list below prior to post.

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Standard List of Prohibitions for all Services;

i. Fragile and/or delicate items that could be damaged during handling

and/or transportation together with dangerous, poisonous or infectious items, explosives, munitions of war, firearms, corrosives, acids, paint removers, oxidising substances, organic peroxides, compressed, liquidised or dissolved gases (especially butane gas lighters or aerosols), flammable solids or liquids or materials liable to spontaneous combustion, paints, varnishes, dyes, radioactive materials (except under licence), pornography or anything that would cause embarrassment in transit, living creatures, proscribed or dangerous drugs (except under statutory licence), mercury, materials deemed illegal or prohibited by any Government Authority, perishable goods, organic or biological materials likely to perish under normal transit conditions IATA restricted articles – such as liquids, items likely to cause injury to any other item or person, any other items that from time to time may have to be added to the foregoing list are prohibited, unless Document Express has agreed in writing to carry such items subject to such condition as determined by Document Express.

9. Liabilities Not Assumed

Document Express is not a common carrier and does not enter into a contract of carriage, either expressed or implied. Document Express will not be liable for any direct, indirect or consequential loss or damage:

- (a) Caused by failure or delay in providing operating or maintaining a postal service
- (b) Cause by failure, interruption, suspension or restriction of a postal service;
- (c) Failure to perform any of its obligations if such failure is the result of circumstances outside its control including the outbreak of war, Government Act, acts of terrorism, explosion, accident, civil commotion, riot, industrial dispute, strike, lock-out, stoppage 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 Act of God;
- (d) Insufficient or improper packing or addressing;
- (e) Items of a prohibited nature;
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- (f) Failure by the addressee to take delivery within a reasonable time;
- (g) Delay or seizure of any item by any Customs Authority because of incorrect, insufficient, incomplete or improper documentation. The Customer is responsible for ensuring that the correct and complete documentation required by the Customs Authority is securely attached to the outside of the item at the time of posting and acknowledges that Document Express to Customs and also indemnifies Document Express for any fines, costs or losses incurred due to submission of unacceptable documentation.

10. Limitation of Liability-Direct Losses

i) Standard Mail Items

The liability of Document Express for any physical loss and/or damage and/or consequential loss and/or consequential damage and/or damage to the standard mail item and/or the late delivery of any Standard Mail Item resulting in a substantial delay as defined by ComReg in their then current Complaints and Dispute Resolution Guidelines for Postal Services Providers and/or economic loss of whatsoever nature or amount is limited to;

- a) the cost of the postage fee paid, the cost of the material in the mailing, the cost of the replacement/reproduction of the packaging and contents of the standard mail item and a sum €10.00 (ten euro) for scrivenry fees

PLEASE NOTE Document Express is not in any event or way liable regardless of its negligence or otherwise in excess of the amount set out above and the customer/sender should carry and is so advised to carry their own insurance in respect of any such physical loss and/or damage to the standard mail item and/or economic loss and/or consequential loss of whatsoever nature.

ii) *Recorded Mail Items*

The liability of Document Express for any physical loss and/or damage and/or consequential loss and/or consequential damage and/or damage to the recorded mail item and/or economic loss and/or any loss or damage arising or referable to the circumstances covered by a registered post as defined in the Postal Regulations of whatsoever nature or amount is limited to the lesser of;

- a) the amount or value of the actual or estimate loss and/or damage and/or consequential loss and/or consequential damage and/or economical loss of whatever nature howsoever remote actually sustained, and include the following;

the cost of the postage fee paid, the cost of the material in the mailing, the cost of the replacement/reproduction of the packaging and contents of the recorded mail item, or,

- b) the sum of two hundred and fifty euro (€250.00).

Document Express is not in any event or way liable regardless of its negligence or otherwise in excess of the amount set out above and the customer/sender should carry and is so advised to carry their own insurance in respect of any such physical loss and/or damage to the recorded mail item and/or economic loss of whatsoever nature.

iii) *Delivery/late delivery of Recorded Mail Items*

The liability of Document Express for any physical loss and/or damage and/or consequential loss and/or consequential damage and/or economic loss and/or any loss or damage arising or referable to the delivery and/or the late delivery of any Recorded Mail

Item, resulting in a substantial delay, as defined by Comreg in their then current Complaints and Dispute Resolution Guidelines for Postal Service Providers and, is limited to the lesser of;

- a) the amount or value of the actual or estimated loss and/or damage and/or consequential loss and/or consequential damage and/or economic loss of whatever nature, howsoever remote actually sustained, or,
- b) the sum of €25.00 (twenty five euro).

iv) Response Time

The liability of Document Express for any physical loss and/or damage and/or consequential loss and/or consequential damage, and/or economic loss and/or any loss or damage arising or referable to Document Express failing to respond to complaints or notices received within the stated response time, is limited to the lesser of;

- a) the amount or value of the actual or estimated loss and/or damage and/or consequential loss and/or consequential damage and/or economic loss of whatever nature, howsoever remote actually sustained, or,
- b) the sum of €100.00 (one hundred euro).

11. Limitation of Liability – Indirect Losses Excluded

Document Express shall not be liable, in any event, for any consequential or indirect loss or damage, including without limitation, loss of income, profits, interest, utility or loss of market, howsoever arising in respect of any of its services **and the customer should insure accordingly.**

12. Claims

Any claim (Only one per item) must be brought by either the sender or addressee and submitted in writing to Document Express, Maughan House, Marina Commercial Park, Centre Park Road, Cork within 30 days of the date of mailing/sending, Document Express reserves to seek detailed particulars in writing of any such claim and the value of such claim is limited in accordance with paragraphs 9, 10 and 11 hereof. Claims not brought within the terms of this Condition are excluded and no liability shall be accepted under any circumstances in respect of any such claims.

13. Proof of Delivery

In the case of recorded mail, Document Express shall retain a Counterpart Delivery Document in its Offices at Maughan House, Centre Park Road, Cork for a period of 12 months from the date of receipt of the recorded mail item and a copy of this Delivery Document may be taken and inspected by the Customer/Sender within this period free of charge. After this period, the Delivery Document shall be placed in storage and a copy of the Delivery Document may be purchased by the Customer/Sender at a cost of €25.00

(twenty five euro). The Counterpart Delivery Docket shall be destroyed after a period of six years from the date on which same was put into storage.