

# General Terms and Conditions



## Customers without a Standing Offer Agreement

## IMPORTANT UPDATES

DESCRIPTION OF CHANGE		LOCATION
<b>Revision v1.2</b>	<b>Posted on May 1, 2019</b>	<b>Effective on May 1, 2019</b>
Introduced Flat rate box as a new prepaid product - available at post offices only.		Section 12.1.1 "Availability of Liability Coverage:" and Section 12.1.8 "On-time Delivery Guarantee - Claims for Delay"
<b>Revision v1.1</b>	<b>Posted on March 1, 2019</b>	<b>Effective on April 1, 2019</b>
Clarified Canada Post shall have no liability for loss or damage of shipments containing "negotiable bank notes or coins".		Section 12.1.2 "Exclusions and Restrictions on Certain Items"
Clarified the maximum amount payable - \$500 for shipments containing "collector's coins with a receipt of purchase" and \$100 for shipments containing "collector's bank notes with a receipt of purchase".		
<b>Amendment v1.0</b>	<b>Posted on January 14, 2019</b>	<b>Effective on January 14, 2019</b>
No updates.		

When the document is amended or revised, the version number will be modified as follows:

- an amendment increases the first digit in the version (e.g., version 2.0, 3.0)
- a revision increases the second digit in the version (e.g., version 1.1, 1.2).

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## GENERAL TERMS AND CONDITIONS WITHOUT A STANDING OFFER AGREEMENT

The following General Terms and Conditions apply to Products and Services for Customers mailing without a Canada Post “Standing Offer Agreement”. All other mailings must meet the requirements outlined in the applicable Canada Post “Standing Offer Agreement”, which must be in effect between the Customer and Canada Post.

### 1 DEFINITIONS

#### 1.1

“**Agreement**” has the meaning set out in [Section 9](#).

#### 1.2

“**Applicable Published Prices**” means, with respect to each Product and Service, the applicable prices, including any applicable fees, charges or surcharges, and less any applicable rebates, set by Canada Post and in effect at the time of mailing, as published and/or made available by Canada Post for general application to its customers, as amended from time to time. Visit [canadapost.ca/postalservices](http://canadapost.ca/postalservices) for the Applicable Published Prices.

#### 1.3

“**Business Day**” means a day other than Saturday, Sunday, a statutory holiday and any day normally observed as a holiday by Canada Post.

#### 1.4

“**Electronic Goods**” means electronic devices or their mechanisms, memory and all ancillary or related data storage devices, including but not limited to computers, televisions, tablets, cellular phones, audio equipment, media recording devices, cameras, camcorders, GPS and car audio equipment.

#### 1.5

“**Fragile Items**” means items of an inherently fragile nature such as, but not limited to, glass, framed glass, mirrors, crystal, ceramics, pottery, porcelain and china, perishable items or items requiring refrigeration or temperature-controlled transport.

#### 1.6

“**Item**” means a single item or mail piece prepared and mailed using one of the Products and Services in accordance with this Agreement.

#### 1.7

“**Products and Services**” means any of the Products and Services offered for sale as described in the *Canada Postal Guide* or other Canada Post publication. Visit [canadapost.ca/postalguid](http://canadapost.ca/postalguid) for the most current version of the *Canada Postal Guide*.

#### 1.8

**Other terms** not specifically defined in the General Terms and Conditions have the meaning defined in the *Postal Services Information Glossary*. Visit [canadapost.ca/postalservices](http://canadapost.ca/postalservices) for more information.

### 2 CANADA POST’S OBLIGATIONS

#### 2.1

Canada Post agrees to deliver Items of each Product and Service mailed according to the applicable delivery standards set out in the *Canada Postal Guide*. Unless expressly stated, delivery standards established by Canada Post for its Products and Services are not performance guarantees.

#### 2.2

Canada Post agrees to provide or make available to the Customer the *Canada Postal Guide* and other customer information published by Canada Post. Visit [canadapost.ca/postalguid](http://canadapost.ca/postalguid) for the most current version of the *Canada Postal Guide*.

#### 2.3

Canada Post reserves the right to modify, discontinue Products or Services or otherwise amend requirements including these Terms and Conditions, the *Canada Postal Guide* and prices at any time.

### 3 CUSTOMER’S OBLIGATIONS

#### 3.1

The Customer agrees that every Item must be properly prepared and meet all applicable criteria including size, weight and any minimum volume requirements as outlined in the *Canada Postal Guide*.

#### 3.2

The Customer agrees to pay for the Items at the Applicable Published Prices and deposit at the applicable location. The Items and price applied are subject to verification, correction and adjustment for any applicable fees, charges, surcharges and taxes.

#### 3.3

The Customer agrees to reimburse Canada Post for any incremental terminal dues costs such as, but not limited to, bulk mail and remail charges that are applied by the receiving Postal Administration, as specified in the *Universal Postal Union Convention*.

### **3.4**

In addition to the indemnity contained in [section 7](#), the Customer shall indemnify Canada Post from any and all claims, demands, loss or damage, direct or indirect, suffered by Canada Post and its Designated Representative as a result of, or in any way connected to the Customer's failure to abide by the terms and conditions of this Agreement.

## **4 EXCLUSIVE PRIVILEGE**

### **4.1**

The Customer acknowledges that Canada Post has, pursuant to and in accordance with the *Canada Post Corporation Act and Regulations*, the sole and exclusive privilege of collecting, transmitting and delivering letters within Canada. For additional information, visit [canadapost.ca/postalguide](http://canadapost.ca/postalguide) (*Canada Post Corporation*).

## **5 CONFIDENTIALITY**

### **5.1**

Canada Post has policies and procedures in place to protect the confidential information and personal information that it handles. Canada Post is subject to the federal *Privacy Act* and the *Canada Post Corporation Act*. Any third parties who are involved in handling confidential information on behalf of Canada Post are required to agree to appropriate contractual provisions. See Canada Post's Privacy Statement at [canadapost.ca](http://canadapost.ca).

## **6 CRITERIA FOR QUALIFICATION**

### **6.1**

All Items must comply with the applicable requirements set out in the *Canada Postal Guide* and the *Canada Post Corporation Act and Regulations*; and, for international Items, the *Universal Postal Union (UPU)* requirements and any receiving Postal Administration requirements and the laws of the country of destination; all as may be amended from time to time. Items not complying with these requirements may not be mailed or may not qualify for the service selected. Canada Post retains the right to refuse any Item that, in its sole discretion, deems unacceptable.

### **6.2**

Items presented for mailing to Canada Post may be verified to determine compliance with applicable Terms and Conditions. Items determined not to be compliant may, at the discretion of Canada Post, be:

- a) returned at the Customer's expense, to be made compliant by the Customer, where possible;
- b) processed and charged at the next or most appropriate Product or Service category, where available;
- c) subject to a surcharge;
- d) refused for mailing or
- e) deemed undeliverable, undeliverable items will be disposed of in accordance with the *Canada Post Corporation Act and Regulations*.

### **6.3**

Canada Post shall not be responsible for meeting any delivery standard or delivery commitment, where applicable, for delays arising from the mailing of non-compliant Items.

## **7 SURCHARGES**

### **7.1**

Items mailed under this Agreement may be subject to one or more of the following surcharges:

- Surcharges for non-compliance with mail specification or preparation requirements;
- Fuel surcharge;
- Mailing tube surcharge;
- Additional Handling surcharges (Oversize and Unpackaged);
- Out of spec surcharge.

Details regarding such surcharges are set out on the *Postal Services Information* website at [canadapost.ca/postalservices](http://canadapost.ca/postalservices). Canada Post may amend the surcharges at any time.

## **8 CURRENCY**

### **8.1**

Unless expressly noted to the contrary, all monetary amounts are stated and shall be paid in Canadian currency.

## **9 ENTIRE AGREEMENT**

### **9.1**

The Customer agrees that completion of the order documents together with all documents referenced, constitutes the entire Agreement for the services with Canada Post and the Customer agrees to be bound by these provisions.

## 9.2

All references to this Agreement shall be deemed to include:

- a) The order document(s) (e.g.: *Statement of Mailing*, Shipping label, Canada Post receipt);
- b) These General Terms and Conditions;
- c) The *Canada Postal Guide*;
- d) The applicable Price Sheet(s); and
- e) Any documents referenced therein,

all as may be amended from time to time.

## 9.3

No representations, negotiations, or conditions either verbal or written will bind the parties except as expressly set out by written agreement signed by an appropriate authorized representative of the parties.

## 10 GOVERNING LAW

### 10.1

If the Customer's address is not in a Canadian province or territory, this Agreement shall be governed by, and interpreted under, the laws in force in the province of Ontario, Canada. The forum for any legal proceedings shall be the province of Ontario, Canada.

## 11 EXCUSABLE DELAY

### 11.1

Canada Post shall not be liable to the Customer for any failure to perform, or delay in the performance of, due to causes beyond its reasonable control, including but not limited to, acts of God, epidemics, labour disruptions or, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment if applicable, delays caused by customs authorities.

## 12 LIMITATION OF LIABILITY

Except as specified in section 12.1 "Liability Coverage for Canada Post Parcels Services:" and Priority™ Worldwide Services, Canada Post shall not be responsible for any direct, indirect, general, special or consequential damages regardless of whether such damages result from the loss or mishandling, damage or delay in delivering of Items mailed.

### 12.1 Liability Coverage for Canada Post Parcels Services:

#### 12.1.1 AVAILABILITY OF LIABILITY COVERAGE:

- a) Each shipment mailed using any one of the following services:

#### Within Canada (excludes Literature for the Blind)

- Priority™,
- Xpresspost™ (excluding Xpresspost Certified™),
- Expedited Parcel™ (available to Solutions for Small Business Customers only),
- Flat rate box,
- Regular Parcel™ (for shipments created using Ship Online),

Includes Liability Coverage against loss or damage of up to \$100 except for Regular Parcel items. Additional liability coverage of up to \$5,000 may be purchased for shipments within Canada.

Flat rate box includes up to \$100 in liability coverage and no additional liability coverage is available.

Reissuing fees (passport fees, duplicate passport photo cost, immigration visa fees, driver's licence fees, birth certificate fees, financial instrument cancellation fees, airline tickets reissuing fees and additional postage fees) are covered under these maximums. All options must be selected at the time of shipping to ensure they are properly captured and linked to the unique tracking number.

- b) Each shipment mailed using any one of the following services:

#### U.S.A and other International

- Xpresspost™ – USA (up to \$100 included for prepaid envelopes),
- Xpresspost™ – International (excluding prepaid envelopes),
- Expedited Parcel™ – USA,
- International Parcel™ – Air and International Parcel™ – Surface,
- Tracked Packet™ – USA and Tracked Packet™ – International,

Includes Liability Coverage against loss or damage of up to \$100. Additional Liability Coverage may be purchased in amount up to \$1,000 for U.S. and International shipments, except for Tracked Packet™ – USA items and Tracked Packet™ – International items.

**NOTE:** Liability Coverage is not available for Small Packet™ - USA and Small Packet™ - International.

Reissuing fees (passport fees, duplicate passport photo cost, immigration visa fees, driver's licence fees, birth certificate fees, financial instrument cancellation fees, airline tickets reissuing fees and additional postage fees) are covered under these maximums. All options must be selected at the time of shipping to ensure they are properly captured and linked to the unique tracking number.

- c) Canada Post shall have no liability for loss of an Item where there is no scan recorded on the individual Item or evidence of the Item being, or having been, in the course of post. A scan that includes the term "shipment" signifies that the shipping document (or manifest) was scanned and does not indicate a scan recorded on the individual item.
- d) Some exceptions and conditions apply. The availability and limits of the Liability Coverage may vary on a number of factors, including the country of destination, the service used and the nature of the Item being shipped.

### **12.1.2 EXCLUSIONS AND RESTRICTIONS ON CERTAIN ITEMS**

Notwithstanding anything to the contrary and regardless of whether other Items were included in the shipment:

- a) Canada Post shall have no liability for loss or damage of shipments containing:
  - negotiable bank notes or coins
  - stocks
  - bonds
  - negotiable premium coupons, or other securities or other instruments, whether financial or legal, that are negotiable by the bearer, coupons (excluding gift certificates)
  - lottery tickets
  - trading stamps
  - travellers' cheques
  - liquid and dry patient specimens including biological specimens
  - cremated remains
  - organs
  - animals; or
  - any unacceptable Item as defined by the *Non-Mailable Matter Regulations*, as amended from time to time (visit [canadapost.ca/nonmailable](http://canadapost.ca/nonmailable) for more details).
- b) The maximum amount payable by Canada Post is:
  - i) \$500 for shipments containing:
    - collector's coins with a receipt of purchase
    - jewellery
    - manufactured and non-manufactured precious stones and metals; or
    - cancelled or uncanceled postage stamps.
  - ii) \$100 for shipments containing:
    - collector's bank notes with a receipt of purchase
    - gift certificates
    - gift cards; or
    - phone cards.
- c) Canada Post shall have no liability for damage of shipments containing Fragile Items. Fragile Items include but are not limited to ceramic, glass, porcelain, mirrors, crystal, pottery, china, perishable items or items requiring refrigeration or temperature-controlled transportation.
- d) Canada Post shall have no liability for damage of shipments containing Electronic Goods that are shipped in any packaging other than:
  - the manufacturer's original packaging, which is undamaged and has retained its intended shape and strength;
  - packaging that abides by Canada Post's packaging guidelines (refer to ABCs of Mailing of the *Canada Postal Guide* at [canadapost.ca/postalguide](http://canadapost.ca/postalguide) for more details on packaging guidelines); or
  - Canada Post's packaging for the shipment of electronics, including, but not limited to tablets and smartphones.
- e) Canada Post shall have no liability for loss, delay or damage of Items mailed to destinations outside of Canada containing prescription or non-prescription drugs, or other Items which may be subject to export or import prohibition or restriction.
- f) Canada Post shall not be held responsible by the Customer and the Customer waives all right of action against Canada Post for any loss or damage arising from, or in connection with, Canada Post's acceptance of a monetary instrument for or on behalf of the customer that is for any reason dishonoured by the issuer thereof.

### **12.1.3 OBLIGATION TO REPAIR, REPLACE OR PAY INDEMNITY**

Canada Post may, at its option, replace or repair the shipment or Item lost or damaged, or may pay the Customer an indemnity as described herein.

### **12.1.4 PAYMENT OF INDEMNITY**

If Canada Post elects to pay the Customer an indemnity, Canada Post's liability is limited to paying the Customer an amount equal to:

- a) the lesser of:
  - i) the actual value (either the sender's cost, retail cost, repair cost, depreciated value or replacement value deemed appropriate by Canada Post), or

- ii the amount of liability coverage purchased at the time of shipment less any compensation received by the claimant from any other source, plus
- b) postage paid (but not the fee for the liability coverage), plus
- c) any non-refundable taxes.

No payment will be made for any expense incurred by the sender or the addressee in submitting a claim for a payment. No interest is payable on any claim payment.

When no coverage was included or purchased and Canada Post is liable for the damage, the postage fee will be refunded. The value of the Item must be declared on the shipping documentation. All indemnity payments will be made to the sender of the Item. If a lost shipment is subsequently found after a claim has been paid, then the sender or the addressee may take delivery of the shipment, provided that Canada Post is repaid for the indemnity, and the shipment is picked up within three months from the date that Canada Post sends Notice that the shipment has been found. Canada Post reserves the right, at its sole discretion, to retain any damaged item if the indemnity is paid in full.

### **12.1.5 BLANKET EXCLUSION FROM LIABILITY**

No claim shall be paid for a shipment where:

- a) Canada Post shall have no liability for loss or damage of a consequential, remote or indirect nature arising from, or in any way connected with Canada Post's failure to deliver or failure to deliver time-sensitive mailings on time. Such loss or damage shall expressly include, but shall not be limited to loss or damage arising from the mailing of tenders, proposals, court documents, or solicitations of any kind;
- b) Canada Post shall have no liability for loss, delay or damage of Items mailed to destinations outside of Canada containing prescription or non-prescription drugs, or other Items that may be subject to export or import prohibition or restriction;
- c) it is sent using a Canada Post service where coverage is neither included nor purchased;
- d) in the case of Collect on Delivery (COD) shipments, the service was used for the collection of funds owed on a previous account;
- e) a common carrier would have been exempt from legal liability;
- f) the shipment was lost or damaged due to events not reasonably foreseeable or controllable;
- g) the shipment was of a commercial nature and was not requested by the addressee;
- h) the claim is a result of the Customer's failure to comply with the requirements applicable to the service selected, including items that are oversized and/or not adequately packaged to ensure safe transit through our automated system (refer to ABCs of Mailing of the *Canada Postal Guide* at [canadapost.ca/postalguide](http://canadapost.ca/postalguide) for more details on packaging guidelines);
- i) the loss or damage was in respect of a shipment that contained an Item excluded from coverage;
- j) the loss or damage was wholly or partially the fault of the sender;
- k) the injury or damage was not a direct result of the loss, damage, delay, non-delivery or misdelivery of any mail;
- l) the shipment was delivered without any complaint or evidence of loss or damage, or insufficient evidence of loss or damage was produced; or
- m) the addressee or sender fails to co-operate with Canada Post's investigation.

### **12.1.6 TIME TO SUBMIT CLAIMS FOR LOSS OR DAMAGE**

A loss or damage claim must be submitted in writing within 90 calendar days of the shipping date for domestic shipments, or six months of the shipping date for international shipments.

Canada Post is not obligated to act on any claim until all applicable shipping charges have been paid. The first claim must be made under any insurance or other source for compensation obtained elsewhere. Canada Post is not liable to the insurer.

### **12.1.7 MAKING A CLAIM**

To initiate a claim, the Customer must contact the Customer Relationship Network at 1-866-607-6301 or 1-800-267-1177 or by email by visiting [canadapost.ca](http://canadapost.ca) (see *Contact Us*).

The Customer must provide reasonable particulars in support of a claim, including the following documentation:

- a) proof of mailing showing coverage,
- b) proof of postage and, if applicable, additional liability coverage obtained and paid,
- c) proof of value (documentation acceptable to Canada Post showing proof of sender's value, either the sender's cost, retail cost, repair cost, depreciated value or replacement value as deemed appropriate by Canada Post);
- d) any non-recoverable provincial sales tax.

For claims relating to damaged shipments, upon request, the Customer or addressee must make the shipment available for inspection by Canada Post.

Canada Post may deny a claim for insufficient proof or for failure by an addressee or sender to cooperate with Canada Post's investigation.



### 12.1.8 ON-TIME DELIVERY GUARANTEE - CLAIMS FOR DELAY

For those services with a guarantee of on-time delivery against published delivery standards, Canada Post's liability for delay is limited to the equivalent replacement service, or the credit of shipping charges. The guarantee is based on the service provided from the time of pickup or acceptance of the Item by Canada Post to the time the delivery was first attempted. The guarantee does not apply in the case of delay or non-delivery caused by an event beyond the control of Canada Post, including but not limited to, inclement weather, acts of God, pandemics, acts of terrorism, acts of war, flight delays or cancellations, riots, strikes, or delay caused by customs or other regulatory authorities, or by the act or default of the Customer.

The On-Time Delivery Guarantee for all services may be cancelled, suspended or modified by Canada Post at any time without prior notice. Without limiting the generality of the foregoing, Canada Post reserves the right to cancel the On-Time Delivery Guarantee without notice in the event that a customer repeatedly fails to meet shipping documentation requirements.

Under the On-Time Delivery Standard Guarantee for Priority, Xpresspost, Expedited Parcel and Flat rate box within Canada, a claim for delay may only be submitted and will only be paid if, during a peak period, an item sent by one of these three services is delivered two or more days after the published delivery standards, from the November 12, 2018 to the end of the business day of January 13, 2019, inclusively.

A claim for delay must be initiated by calling Canada Post's Customer Relationship Network at 1-866-607-6301 or 1-800-267-1177, by email by visiting [canadapost.ca](http://canadapost.ca) (see *Contact Us*) within 30 Business Days from the delivery standard date according to the latest published Canada Post delivery standards. The Customer may be required to provide proof of the acceptance of the Item by Canada Post. Canada Post is the sole source of performance data for making calculations for payment. Refer to the *Canada Postal Guide* at [canadapost.ca/postalguide](http://canadapost.ca/postalguide) for details on delivery standards.

Canada Post reserves the right to independently review and verify any and all claims made by the Customer arising from missed delivery and/or service commitments.