

**POSTAL SERVICES ACT
(CHAPTER 237A)**

POSTAL SERVICES OPERATIONS CODE 2007

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In exercise of the powers conferred by section 24 (1) of the Postal Services Act, the Info-communications Development Authority of Singapore hereby issues the following Code of Practice:

1. PRELIMINARY

1.1 Citation and commencement

1.1.1 This Code may be cited as the Postal Services Operations Code 2007 and shall come into operation on [insert date] 2007.

1.2 Interpretation

1.2.1 In this Code, unless the context otherwise requires:

“Act” means the *Postal Services Act* (Cap. 237A);

“Basic Letter” means a Letter, other than a Direct Mail or an Express Letter, of up to 500 grams in weight;

“Basic Letter Service” means a Postal Service for the conveyance of Basic Letters;

“Direct Mail” means a Letter consisting solely of advertising, marketing or publicity material and comprising an identical message (except for the addressee’s name, address and identifying number and other modifications which do not alter the nature of the message) which is sent to more than one addressee, to be conveyed and delivered at the address indicated by the Sender on the Letter itself or on its wrapping;

“Dominant Licensee” means a Licensee that IDA has classified as dominant pursuant to section 2.2 of the Postal Competition Code 2007 (G.N. No. XXX/2007);

“Express Letter” has the same meaning as in regulation 2 of the *Postal Services (Class Licence) Regulations 2005* (G.N. No. S 481/2005);

“IDA” means the Info-communications Development Authority of Singapore, constituted under the *Info-communications Development Authority of Singapore Act* (Cap. 137A) and appointed as the Postal Authority responsible for the administration of the Act under section 3 of the Act;

“Identifier Mark” means such mark, number or other identifier unique to each Licensee as may be applied by each Licensee and approved by IDA from time to time;

“Letter” means any communication in written form on any kind of physical medium to be conveyed and delivered (otherwise than electronically) to a particular addressee or address indicated by the Sender on the Letter itself or on its wrapping, and includes a postal article containing such communication, but excludes any book, catalogue, newspaper or periodical;

“Letter Redirection Service” refers to a service which allows a Recipient who has moved to a new address to continue to receive Basic Letters bearing the previous address, for a period of time;

“Licensee” means any entity to which IDA has granted a licence under section 6 of the Act for the provision of a Basic Letter Service;

“Miscollected Letters” means Basic Letters which have been collected in error by a Licensee which is not the intended Licensee;

“Misdelayed Letters” means Basic Letters which are delivered to the wrong address by a Licensee;

“Misdirected Letters” means Basic Letters which have been conveyed in error by a Licensee or an overseas postal operator to the wrong delivering Licensee;

“Misposted Letters” means Basic Letters which due to a Sender error have entered the postal facility of a Licensee other than the intended Licensee;

“Postal Service” means any service for the conveyance of postal articles from one place to another by post, and includes the incidental services of receiving, collecting, sorting, sending, despatching and delivering such postal articles and any other services which relates to any of those services and is provided in conjunction with any of them;

“Recipient” in relation to a Letter, means a party who is the addressee of the Basic Letter; and

“Sender” in relation to a Letter, means a party whose communication it originates from.

1.2.2 A reference in this Code to a “section” shall, unless otherwise stated, be construed as a reference to the corresponding section in this Code and shall include all sub-sections within that section.

1.2.3 In this Code, unless the context requires otherwise, the words “include” and “including” are to be construed as being by way of illustration and do not limit or prejudice the generality of any foregoing words. The singular includes the plural and vice versa.

1.3 Purpose of this Code

1.3.1 This Code specifies common operational procedures applicable to Licensees providing Basic Letter Services and is intended to promote the following objectives:

(a) promoting the welfare of consumers of Basic Letter Services; and

- (b) promoting the efficient conduct and inter-operability between Licensees so as to ensure that Basic Letters are delivered in a timely and efficient manner, and safeguarding the integrity of Basic Letters delivered.

1.4 Scope and legal effect of this Code

- 1.4.1 Every Licensee is required to comply with this Code in accordance with section 24(7) of the Act. In particular, every Licensee must establish reciprocal arrangements with other Licensees to address the requirements specified in sections 4 to 8.
- 1.4.2 Without prejudice to section 1.4.1, IDA will require Singapore Post Limited, as the Dominant Licensee, to adopt a reference offer that specifies the applicable prices, terms and conditions on which it will offer: (a) to share postal code information under section 3; and (b) to establish reciprocal arrangements with other Licensees to address the requirements specified in sections 4 to 8. Within 30 days of being notified to do so by IDA, Singapore Post Limited must submit its proposed reference offer to IDA for approval and IDA may seek public comments. Upon approval by IDA, Singapore Post Limited must publish its reference offer in the manner as required by IDA and obtain IDA's approval for any modification to its reference offer. IDA may from time to time by notice to Singapore Post Limited specify additional requirements that must be adopted in the reference offer.
- 1.4.3 The obligations contained in this Code are in addition to those contained in the Act, as well as other regulations, licences or codes of practice issued by IDA.
- 1.4.4 If any provision of this Code is held to be unlawful, all other provisions will remain in full force and effect.

1.5 Variation, revocation, exemption etc.

- 1.5.1 IDA may at any time review, add to, vary or revoke this Code in accordance with section 24(1)(c) of the Act.
- 1.5.2 IDA may exempt any Licensee from all or any of the provisions of this Code in accordance with section 24(8) of the Act. A Licensee that wishes to be exempted from any provision of this Code shall submit a written request to IDA containing the reasons supporting its request. An exemption shall be subject to such terms and conditions as IDA may specify and may, without limitation, be on a one-time basis, temporary, permanent, for a fixed period or effective until the occurrence of a specific event. IDA may provide an opportunity for public comments before granting or denying any request.

2. IDENTIFIER MARKS

- 2.1 Every Licensee must register its Identifier Mark with IDA in accordance with its licence. The Identifier Mark must be easily identifiable as the mark belonging to the relevant Licensee. IDA may specify requirements relating to the design and use of the Identifier Mark.
- 2.2 Every Licensee must ensure that its Identifier Mark, together with a date stamp, is clearly and legibly marked in accordance with industry practice on each Basic Letter that it handles for the purpose of being conveyed by post.
- 2.3 A Licensee must not tamper with the Identifier Mark of another Licensee marked on a Basic Letter. This includes any act which renders the Identifier Mark or date stamp of another Licensee unrecognisable or illegible.

3. SHARING OF POSTAL CODE INFORMATION

- 3.1 In accordance with the conditions of its licence, IDA has designated Singapore Post Limited as the administrator to establish, maintain and administer the Singapore postal code.
- 3.2 The administrator must offer to share the use of the Singapore postal code with any Licensee at prices, terms and conditions that are just, reasonable and non-discriminatory. Unless IDA specifies otherwise, the rates charged to any Licensee must be no worse-off than what the administrator charges for retail.

4. LETTER REDIRECTION SERVICES

- 4.1 Any Licensee that offers a Letter Redirection Service must, upon reasonable request, make available in a timely manner to other Licensees the redirected address of any Recipient who has requested for the Letter Redirection Service (“Redirection Information”), provided that consent has been granted by the Recipient to share the Redirection Information with other Licensees. In this respect, the Licensee providing the Letter Redirection Service must make it known to such Recipients that unless the Recipient expressly opts out, the Licensee may share the Redirection Information with other Licensees for the purposes as permitted by the Recipient.
- 4.2 Any Licensee that obtains the Redirection Information of any Recipient must not use such information for any purpose other than as permitted by the Recipient.
- 4.3 The Licensee providing the Letter Redirection Service must not charge other Licensees for the Redirection Information. Instead, the Licensee

may only recover costs from Recipients who request for the Letter Redirection Service.

5. TREATMENT OF MISDIRECTED LETTERS

5.1 Subject to section 5.3 below, in the event that any Licensee (“Recipient Licensee”) receives Misdirected Letters from another Licensee or an overseas postal operator (“Sender Operator”), the Recipient Licensee shall inform the Sender Operator of its mistake and make available the Misdirected Letters, at a minimum, twice a week for collection by the Sender Operator. The Recipient Licensee shall bear its own costs in doing so.

5.2 Unless otherwise agreed between the parties, the Sender Operator must collect the Misdirected Letters from the Recipient Licensee as soon as reasonably practicable during the specified collection times and ensure that the Misdirected Letters are delivered in a timely manner. The Sender Operator shall bear its own costs in doing so.

5.3 Where the Misdirected Letters have entered the processing facility of the Recipient Licensee such that it is not reasonably practicable for the Recipient Licensee to return the Misdirected Letters to the Sender Operator, the Recipient Licensee must deliver the Misdirected Letters. In such a case, the Recipient Licensee must deliver the Misdirected Letters in a timely and non-discriminatory manner.

5.4 The Recipient Licensee may recover the reasonable costs incurred in delivering the Misdirected Letters in accordance with section 5.3 above. The Sender Operator shall pay such charges to the Recipient Licensee in a timely manner.

6. TREATMENT OF MISPOSTED LETTERS

6.1 Subject to section 6.3 below, in the event that any Licensee (“Recipient Licensee”) receives Misposted Letters, the Recipient Licensee shall inform the Licensee for whom the Misposted Letters are intended (“Intended Licensee”), and make available the Misposted Letters, at a minimum, twice a week for collection by the Intended Licensee. The Recipient Licensee shall bear its own costs in doing so.

6.2 Unless otherwise agreed between the parties, the Intended Licensee must collect the Misposted Letters from the Recipient Licensee as soon as reasonably practicable during the specified collection times and ensure that the Misposted Letters are delivered in a timely manner. The Intended Licensee shall bear its own costs in doing so.

6.3 Where the Misposted Letters have entered the processing facility of the Recipient Licensee such that it is not reasonably practicable for the

Recipient Licensee to return the Misposted Letters to the Intended Licensee, the Recipient Licensee must deliver the Misposted Letters. In such a case, the Recipient Licensee must deliver the Misposted Letters in a timely and non-discriminatory manner.

- 6.4 The Recipient Licensee may recover the reasonable costs incurred in delivering the Misposted Letters in accordance with section 6.3 above. The Intended Licensee shall pay such charges to the Recipient Licensee in a timely manner.

7. TREATMENT OF MISCOLLECTED LETTERS

- 7.1 Subject to section 7.3 below, a Licensee which miscollects Basic Letters (“Miscollecting Licensee”) must promptly return all Miscollected Letters to the relevant Licensees for whom such Miscollected Letters are intended for (“Intended Licensee”) by the next working day, or at the latest, on the next working day the mistake was subsequently discovered by the Miscollecting Licensee. The Miscollecting Licensee shall bear its own costs in doing so.

- 7.2 Unless otherwise agreed between the Licensees, the Miscollecting Licensee must return at its own costs the Miscollected Letters to the Intended Licensee’s sorting facility in Singapore that is notified to the Miscollecting Licensee for such purpose. Upon receipt of the Miscollected Letters, the Intended Licensee must ensure that the Miscollected Letters are delivered in a timely manner.

- 7.3 Where the Miscollected Letters have entered the processing facility of the Miscollecting Licensee such that it is not reasonably practicable for the Miscollecting Licensee to return the Miscollected Letters to the Intended Licensee, the Miscollecting Licensee must deliver the Miscollected Letters. In such a case, the Miscollecting Licensee must deliver the Miscollected Letters at its own costs and in a timely and non-discriminatory manner.

8. TREATMENT OF MISDELIVERED LETTERS

- 8.1 Where a Licensee (“Recipient Licensee”) receives Misdelayed Letters of another Licensee (“Intended Licensee”), the Recipient Licensee shall inform the Intended Licensee and make the Misdelayed Letters available, at a minimum, twice a week for collection.

- 8.2 The Intended Licensee must collect the Misdelayed Letters as soon as reasonably practicable and ensure that the Misdelayed Letters are delivered in a timely manner.

- 8.3 Every Licensee shall bear its own costs in handling Misdelayed Letters.

9. MASTERDOOR KEYS

9.1 All Licensees shall be prohibited from using masterdoor keys or any other methods which allow full access to the pigeonholes of letterboxes for the deposit and retrieval of mail, unless permitted to do so by IDA.

10. ENFORCEMENT OF THE CODE AND DISPUTE RESOLUTION

10.1 Complaint investigation

10.1.1 IDA will consider and, where appropriate, commence an investigation against a Licensee where IDA receives a complaint from any person alleging contravention of this Code by the Licensee, provided that the complaint is made within 2 years after the date of the occurrence of the event giving rise to the complaint.

10.1.2 IDA may, on its own motion, commence an investigation against a Licensee where there appears to be a contravention of this Code by such Licensee.

10.1.3 In all cases, IDA has the sole discretion to determine whether it will conduct any investigation under this Code.

10.2 Power to require information

10.2.1 IDA may at any time require a Licensee to provide IDA with any information or documents which IDA requires for the purpose of investigating a contravention of this Code.

10.2.2 IDA shall at all reasonable times in the day have full and free access to a Licensee's premises, offices, equipment, systems, books, documents and other records for the purpose of investigating a contravention of this Code and may, without payment, inspect, copy or make extracts from any such equipment, systems, books, documents or records.

10.2.3 For the avoidance of doubt, the fact that the information required by IDA is subject to an existing confidentiality agreement between the Licensee and any other party shall not excuse the Licensee from providing the information to IDA.

10.2.4 Any failure by a Licensee to comply with IDA's requests for information, or any destruction, disposal, falsification or concealment of requested documents, constitutes, without limitation, a contravention of this Code for which IDA can take separate enforcement proceedings against the Licensee.

10.3 Information to be complete, truthful and accurate

10.3.1 The Licensee must ensure that all information provided to IDA, whether in its written response, related representations or any other submissions, are complete, truthful and accurate.

10.3.2 In the event that IDA discovers any information provided by a Licensee to be incomplete, false or inaccurate in any material particular, IDA may:

- (a) take this into account when deciding on the appropriate enforcement measure to take against the Licensee under the original enforcement proceedings; and
- (b) commence separate enforcement proceedings against the Licensee for contravention of this provision of the Code.

10.4 Interim directions to cease and desist or to comply with specified conduct

10.4.1 At any time during an enforcement proceeding, IDA may issue an interim direction to the Licensee to cease and desist from any specified conduct or to comply with any specified conduct. In determining whether to issue such an interim direction, IDA will consider whether:

- (a) there is prima facie evidence that the Licensee has contravened any provision of this Code;
- (b) continuation of the Licensee's conduct is likely to cause harm to consumers or the general public;
- (c) the potential harm from allowing the Licensee to continue its conduct outweighs the burden on the Licensee of ceasing such prohibited conduct or complying with the conduct specified by IDA; or
- (d) issuance of the interim direction is in the public interest.

10.5 Enforcement measures

10.5.1 In the event that IDA concludes that a Licensee has contravened any provision of this Code, IDA may take such enforcement measures as it considers appropriate, including but not limited to:

- (a) the issuance of a warning to the Licensee containing a statement of IDA's basis for concluding that the Licensee has acted in contravention of any provision of this Code, but will impose no further sanction;
- (b) the issuance of a direction to the Licensee to cease engaging in contravening conduct or to take specific actions to comply with any provision of this Code; and/or

- (c) the imposition of a financial penalty of up to S\$1 million per contravention under section 9 of the Act on a Licensee for contravention of a provision of this Code.

10.5.2 In imposing financial penalties, IDA will consider any aggravating factors. These factors include:

- (a) whether the contravention was serious;
- (b) whether the contravention continued for an extended period;
- (c) whether the Licensee acted wilfully, recklessly or in a grossly negligent manner;
- (d) whether the Licensee has a previous history of contraventions; and
- (e) whether the Licensee made any effort to conceal the contravention.

10.5.3 In imposing financial penalties, IDA will also consider any mitigating factors. These factors include:

- (a) whether the contravention was minor;
- (b) whether the Licensee took prompt action to correct the contravention;
- (c) whether the contravention was accidental; and
- (d) whether the Licensee voluntarily disclosed the contravention to IDA and cooperated with IDA in its investigation.

10.6 Suspension or cancellation of licence

10.6.1 Under section 9 of the Act, if IDA is satisfied that a Licensee has, among other things, contravened this Code and:

- (a) the Licensee is, among other things, likely to again contravene, whether by act or omission, any provision of this Code; or
- (b) the public interest so requires,

IDA may, in lieu of a financial penalty or an order under section 9(1) of the Act, cancel or suspend the relevant licence (or part thereof) or reduce the period for which the licence is in force.

10.7 Decision to be complied with pending review

- 10.7.1 Unless otherwise provided, where an appeal is made under section 56 of the Act, the decision, direction or any other matter which is appealed against shall be strictly complied with until the determination of the appeal.

10.8 Dispute resolution

- 10.8.1 Where Licensees fail to voluntarily reach an agreement regarding any dispute in relation to the requirements of this Code, any of the Licensees involved in the dispute may request IDA to resolve the dispute. In raising the dispute to IDA, the Licensees must comply with the dispute resolution procedure specified by IDA from time to time.