

Paying and Terms



General Terms and Conditions Customers without a Standing Offer Agreement

IMPORTANT UPDATES

DESCRIPTION OF CHANGE		LOCATION
Amendment v1.0	Posted on November 18, 2016	Effective on January 16, 2017
No updates.		

Changes and enhancements introduced in 2016:

DESCRIPTION OF CHANGE		LOCATION
Revision v1.1	Posted on February 8, 2016	Effective on February 8, 2016
Added missing clause regarding Limitation of Liability.		Section 12 "Limitation of Liability"

When there is an amendment or a revision to the document, 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 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/postalguide 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 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/postalguide 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 (*Canada Post Corporation*).

5 CONFIDENTIALITY

5.1

Canada Post has policies and procedures in place to protect the confidential information that it handles. Canada Post is subject to the federal *Privacy Act* and the *Canada Post Corporation Act*. See Canada Post's Privacy Statement at 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; or
- d) refused for mailing.

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;
- Oversize (O/S) surcharge.

Details regarding such surcharges are set out on the *Postal Services Information* website at 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, labour disruptions or, if applicable, delays caused by customs authorities.

12 LIMITATION OF LIABILITY

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.