

**LICENCE TO PROVIDE POSTAL SERVICES
GRANTED BY THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT
AUTHORITY TO
SINGAPORE POST LIMITED**

**UNDER SECTION 6 OF THE
POSTAL SERVICES ACT (CHAPTER 237A)**

**ISSUED ON 1 APRIL 1992
RENEWED ON 1 APRIL 2017**

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SCHEDULE A - SERVICES AND SYSTEMS

**LICENCE TO PROVIDE POSTAL SERVICES
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AUTHORITY TO
SINGAPORE POST LIMITED
UNDER SECTION 6 OF
THE POSTAL SERVICES ACT (CHAPTER 237A)**

PART I: THE LICENCE

- (A) On 1 April 1992, the Telecommunication Authority of Singapore, in exercise of its powers under Section 42 of the Telecommunication Authority of Singapore Act 1992 (No. 12 of 1992) (hereinafter referred to as the “TAS Act”), issued this Licence to Singapore Post Private Limited (now known as Singapore Post Limited) (hereinafter, “SingPost”) for a period of 25 years, to convey by post between places in Singapore, and between places in Singapore and places outside Singapore, whether by land, by sea or by air, all letters and postcards and to perform all the incidental services of receiving, collecting, sending, despatching and delivering of all letters and postcards as then specified in the Appendix to the Licence.
- (B) SingPost was also designated as a public postal licensee on 1 April 1992 under Section 43 of the TAS Act.
- (C) On 1 December 1999, the TAS Act was repealed and the Postal Services Act 1999 (Act 42 of 1999) (the “Act”) was enacted. Pursuant to Section 62 of the Act, the Licence continued and was deemed to have been granted by the Info-communications Development Authority of Singapore (“IDA”) under Section 6 of the Act.
- (D) On 1 October 2016, IDA was re-constituted as the Info-communications Media Development Authority (hereinafter referred to as the “Authority”) by the enactment of the Info-communications Media Development Authority Act

2016 (the “IMDA Act”). Section 91(1) of the IMDA Act preserves the validity of the Licence and deems the Licence as having been granted by the Authority under Section 6 of the Act.

- (E) The Licence is renewed and for the avoidance of doubt, the Licence shall include all terms and conditions herein and the Schedules annexed hereto, which shall be collectively referred to and taken by all parties concerned as the Licence.

PART II: CONDITIONS OF GRANT

1. Commencement, Duration and Renewal of Licence

- 1.1 The Licence is renewed on 1 April 2017 and shall be valid for twenty (20) years.
- 1.2 The Licence may be further renewed for such period as the Authority thinks fit and subject to such terms and conditions as may be specified by the Authority under Section 6 of the Act.

2. Payment of Licence Fee

- 2.1 The Public Postal Licensee shall pay to the Authority an annual fee which is 0.4% of the annual audited gross turnover (“AGTO”) based on the provision of the Services during the Public Postal Licensee’s financial year, subject to a minimum of \$150,000.
- 2.2 The Authority shall forfeit the fees payable under Condition 2.1 if the Licensee withdraws its acceptance of this Licence after the grant of this Licence or this Licence is terminated or cancelled at any time during the term of this Licence.

- 2.3 The annual licence fee is based on the last available audited accounts and shall be paid in advance on the first day of the Public Postal Licensee's financial year, subject to the minimum fee of \$150,000 and subject to adjustment when more recent audited accounts are available.
- 2.4 The Public Postal Licensee shall submit to the Authority an audited AGTO statement, not later than six (6) months after the end of each financial year.
- 2.5 In the event that the Public Postal Licensee fails to submit the required AGTO statement within the timeframe stipulated in Condition 2.4, the Public Postal Licensee shall be under a continuing obligation to submit the same immediately notwithstanding any penalties imposed by the Authority for breach of Condition 2.4 or this Condition 2.5.
- 2.6 In the event of a default by the Public Postal Licensee in the payment of any fee when due under this Licence, the Public Postal Licensee shall pay to the Authority interest on the amount from time to time outstanding in respect of the overdue sum from the period beginning on its due date and ending on the date of its receipt in full by the Authority, which interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a three hundred and sixty-five (365) day year. The applicable rate of interest shall be the average of the prevailing prime lending rates of the banks and finance companies quoted and published by the Monetary Authority of Singapore. For the avoidance of doubt, the Licensee shall continue to be subject to its obligations under the Licence and shall not be released from such obligations by reason of any late payment of licence fee.

3. No Assignment, Transfer, etc. without Approval

- 3.1 The Public Postal Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this

Licence to any person or persons except with the prior written approval of the Authority.

- 3.2 Any such approval shall be given subject to terms and conditions, which the Authority at its discretion may impose.

4. Description of the Services and Systems

- 4.1 The Public Postal Licensee shall provide the Services using the Systems as described in Schedule A. The Public Postal Licensee shall not provide any licensable postal service that is not described in Schedule A or make any changes to any Service except with the prior written approval of the Authority. Any approval given by the Authority shall be subject to such terms and conditions as the Authority may in its absolute discretion impose.

- 4.2 If the Public Postal Licensee wishes to provide a new licensable postal service or makes changes to any Service, the Public Postal Licensee shall provide the Authority with such information as may be required by the Authority within such period as may be specified by the Authority and shall propose any necessary amendments to Schedule A. For the avoidance of doubt, where the Public Postal Licensee proposes an amendment under this condition, the Public Postal Licensee shall also confirm in writing whether it requires a notice from the Authority for purposes of Section 8 of the Act in the event the Authority agrees to the proposed amendment.

- 4.3 Notwithstanding Condition 4.1, in the event the Authority agrees to an amendment to Schedule A proposed by the Public Postal Licensee under Condition 4.2, the amendment shall, subject to any mutual agreement, take effect immediately upon the Authority's written notification to the Public Postal Licensee.

4.4 In Conditions 4.1 and 4.2, “licensable postal service” means a postal service for the conveyance of letters that may only be provided pursuant to a licence issued under the Act.

4.5 Nothing in this Licence permits or authorises the Public Postal Licensee to provide an express letter service as defined in the Postal Services (Class Licence) Regulations 2005 (S 481/2005). For the avoidance of doubt, the Public Postal Licensee is required to comply with the requirements of the said Regulations in the event the Public Postal Licensee wishes to provide such an express letter service.

PART III: SERVICE OBLIGATIONS

5. Provision of International Services

5.1 The Public Postal Licensee shall take all reasonable steps to provide to any person in Singapore international postal services in association with other postal administrations worldwide, unless the Authority is satisfied that for any of the matters set out in Condition 38.1 herein, it would be unreasonable for the Public Postal Licensee to do so.

6. Provision of Domestic Services

6.1 The Public Postal Licensee shall provide the Services specified in Schedule A to any person in Singapore who requests the provision of such Services.

6.2 The Public Postal Licensee shall deliver letters that are addressed to any person or premises at a valid address in Singapore which the Public Postal Licensee has accepted for delivery under this Licence.

7. Posting Boxes and Post Offices

7.1 The Public Postal Licensee shall, subject to such directions as the Authority may from time to time give, provide and maintain posting boxes and post offices throughout Singapore.

8. National Postage Stamps

8.1 The Public Postal Licensee shall, subject to such directions as the Minister may from time to time give, cause national postage stamps to be provided in accordance to Section 19 of the Act.

8.2 The Public Postal Licensee shall obtain the Authority's approval for all of its national postage stamp themes and designs before commercial launch or announcement of such postage stamps.

8.3 Notwithstanding any approval by the Authority under Condition 8.2, the Authority may direct the Public Postal Licensee to withdraw any postage stamps in circulation should the design of the postage stamps be found to be objectionable or prohibited under any written law in force in Singapore.

9. Issuance of Commemorative Stamps

9.1 The Public Postal Licensee shall, when requested by the Authority include in its yearly stamp programme up to a maximum of two (2) commemorative national stamp issues a year.

9A. Franking Machine Impressions

9A.1 The Public Postal Licensee shall obtain the Authority's approval for the designs of its prepaid impressions before commercial launch or announcement of such impressions.

10. Public Postal Licensee's Identifier Mark

10.1 The Public Postal Licensee shall mark all letters being conveyed by the Public Postal Licensee under this Licence with an identifier mark that complies with Condition 10.2 and is registered with the Authority under Condition 10.3. The identifier mark may be affixed to or impressed or printed on the envelope or packaging of the letters being so conveyed.

10.2 For the purposes of Condition 10.1 an identifier mark:

- (a) may, subject to any other applicable laws, comprise any name, logo mark of design that uniquely identifies the Public Postal Licensee;
- (b) shall clearly indicate to members of the public that the letters bearing the mark have been handled by the Public Postal Licensee for the purpose of being conveyed under this Licence; and
- (c) shall comply with any other requirements by the Authority from time to time in writing.

10.3 The Public Postal Licensee shall submit its identifier mark for registration by the Authority not less than one (1) month before use. The Authority may, as it deems appropriate, reject a mark submitted for registration or deregister a registered mark and shall notify the Public Postal Licensee accordingly in writing. Upon any such notification, the Public Postal Licensee shall cease using such mark for the purposes of Condition 10.1. For the avoidance of doubt, a Public Postal Licensee shall not provide any postal services for the conveyance of letters under this Licence until and unless its identifier mark is registered and continues to be registered with the Authority under this condition.

10.4 The Public Postal Licensee shall publish its identifier mark, as accepted for registration by the Authority under Condition 10.3, for public information.

10A. Impression, Stamp and Identifier Mark Design Guidelines

10A.1 The Public Postal Licensee shall comply with the practices, principles and requirements set out in the Impression, Stamp and Identifier Mark Design Guidelines established and issued by the Authority from time to time.

11. Postal Codes

11.1 The Public Postal Licensee shall establish and maintain the Postal Code System subject to such directions as the Authority may give from time to time and shall comply with the rules and regulations relating to the Postal Code System. Any changes, revisions or modifications to the Postal Code System, shall be subject to the prior approval of the Authority.

11.2 The Public Postal Licensee shall provide, on request to any person, the postal codes of Singapore at just and reasonable, non-discriminatory basis and in a timely manner. The Public Postal Licensee shall obtain the Authority's prior written approval on any charges it intends to levy for the provision of the postal codes of Singapore and shall comply with any conditions imposed by the Authority for such approval.

12. Misuse of Posting Boxes

12.1 The Public Postal Licensee shall not place any letters that it has received for delivery under this Licence into another postal licensee's posting box for delivery by that postal licensee except with valid payment or by agreement with that licensee.

13. Access to P.O. Boxes

13.1 The Public Postal Licensee must provide other persons holding a Postal Services Operator licence with sufficient access to its P.O. boxes so as to enable the other person to deliver postal articles to its P.O. boxes. Such access must be provided in an efficient, timely and non-discriminatory manner. The Authority reserves the right to require the Public Postal Licensee to obtain the Authority's prior written approval on any charges, terms and conditions it intends to impose on other postal licensees for the access to its P.O. Boxes in respect of such access to its P.O. boxes.

13.2 In Condition 13.1, "P.O. box" includes a mailbox provided by the Public Postal Licensee at a post office or any other premises.

14. Access to Letter Boxes

14.1 The Public Postal Licensee shall comply with any codes of practice or guidelines issued by the Authority relating to access to letter boxes and the maintenance and accountability of letter box keys issued to the Public Postal Licensee.

14.2 The Public Postal Licensee shall not allow any unauthorised person to have access to any letter box keys in its possession.

15. Access to the Public Postal Licensee's Postal Facilities

15.1 The Authority reserves the right to require the Public Postal Licensee to provide other postal licensees with access to the Public Postal Licensee's postal facilities in Singapore for the conveyance of letters exceeding 500 grammes in weight.

16. Safeguarding of Integrity of Mail and Applicable Postal Articles

16.1 The Public Postal Licensee shall ensure that incidents of loss of, theft of, and damage to letters and applicable postal articles (in relation to the provision of Wholesale Access service) received by the Public Postal Licensee for delivery under this Licence, whether occurring during the receiving, collecting, sorting, sending, despatching or delivery of such letters and applicable postal articles by the Public Postal Licensee, are minimised.

17. Price Control, Tariffing Arrangements and Quality of Service Standards

17.1 The Authority reserves the right to establish price control arrangements and Quality of Service Standards for the Services provided by the Public Postal Licensee with which the Public Postal Licensee shall comply.

17.2 The Authority reserves the right to require the Public Postal Licensee to maintain separate financial data and accounts for the Services and to submit, on request, these data and accounts to the Authority for inspection.

17.3 The Authority reserves the right to require the Public Postal Licensee to file its schemes of service, including non-price terms and conditions for the provisioning of services and price schemes with the Authority for approval before commercial launch or announcement of such services.

18. Publication of Charges, Terms and Conditions and Other Information

18.1 The Public Postal Licensee shall publish information about the Services including, *inter alia*, descriptions and pricing of the Services, the terms and conditions thereof and the Public Postal Licensee's procedures for handling undeliverable letters.

18.2 The Public Postal Licensee shall publish, in a form available to the public, a Postal Services Guide which shall cover the details of the postal services

offered, its charges and other matters which the Authority may specify from time to time.

19. Confidentiality of Customer Information

19.1 The Public Postal Licensee shall respect and ensure the confidentiality of customer information except under the following circumstances:

- (a) where sharing of information with other postal licensees is necessary to detect, prevent or investigate into fraud; or
- (b) where disclosure is deemed necessary by the Authority or the relevant law enforcement or security agencies to carry out their functions or duties.

20. Restriction On Undue Preference and Undue Discrimination

20.1 The Public Postal Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in, *inter alia*, the price and performance characteristics of the services provided or the terms and conditions under which the services are provided. In particular, the Public Postal Licensee shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person, if the Authority is of the opinion that the Public Postal Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.

21. Restriction Against Anti-Competitive Agreements and Arrangements

21.1 The Public Postal Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict

competition in relation to the Public Postal Licensee's postal operations or Services or any other postal services licensed by the Authority.

22. Restriction on Exclusive Agreements or Arrangements for International Services

22.1 The Public Postal Licensee shall not enter into any agreement or arrangement with a person running an Authorised Overseas System on terms or conditions which unfairly preclude or restrict, to the detriment of the national and/or public interest, the provision of any international postal services by any person licensed by the Authority to provide those services.

22.2 In Condition 22.1, "Authorised Overseas System" means a system, which is recognised by the Government or any competent authority of a foreign country as authorised to provide postal services by or through that system.

22.3 The Public Postal Licensee shall comply with the Authority's requirements on the international settlement regime and seek the Authority's endorsement and/or approval to the arrangements reached with other postal licensees, before implementation.

23. Contracts with Third Parties to Operate or Provide the Services

23.1 Where the Public Postal Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to this Licence to share in the benefits of, or otherwise gain any rights or privileges under this Licence, or which would otherwise result in a breach or circumvention of Condition 3.1, the Public Postal Licensee shall seek the Authority's approval for the joint venture, association, contract or arrangement in question.

- 23.2 The Authority may direct at any time the Public Postal Licensee to effect any changes it deems necessary in the terms and conditions of the joint venture, association, contract or arrangement referred to above.
- 23.3 If the Public Postal Licensee fails to effect the necessary changes referred to in Condition 23.2, the Authority may direct the Public Postal Licensee to terminate any such joint venture, association, contract or arrangement.
- 23.4 Nothing in Condition 23.1 shall be construed as requiring the Public Postal Licensee to obtain the approval of the Authority for the appointment of agents or for the employment of independent contractors or sub-contractors to carry out any works or provide any services which enable the Public Postal Licensee to discharge its duties and obligations under this Licence provided that the Public Postal Licensee shall be liable to the Authority for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

24. Wholesale Access for Delivery of Applicable Postal Articles into Letter Boxes

- 24.1 The Public Postal Licensee shall provide, to any applicable person or class of applicable persons, a service under which the Public Postal Licensee delivers (including the conveyance, receipt, collection, sorting, sending, despatch and delivery of) applicable postal articles to letter boxes, using the Systems as described in Schedule A (“Wholesale Access service”). In providing the Wholesale Access service, the Public Postal Licensee shall:
- (a) offer the Wholesale Access service to applicable persons at prices, terms and conditions that are just, reasonable, and non-discriminatory;
 - (b) not restrict the ability of another applicable person to the Wholesale Access service as an input to provide another service;

- (c) not require the applicable person to disclose that it is using the Public Postal Licensee's Wholesale Access service as an input into any service that the applicable person provides to any third parties;
- (d) comply with any codes of practice, quality of service standards, or guidelines in relation to the Wholesale Access service; and
- (e) comply with any other requirements by the Authority from time to time in writing.

24.2 The Public Postal Licensee shall enter into agreements or arrangements with any applicable person or class of applicable persons in relation to the provision of Wholesale Access service.

24.3 The Public Postal Licensee shall obtain the Authority's prior written approval before entering into any arrangements or agreements with any applicable person or class of applicable persons in relation to the Wholesale Access service. Any approval given by the Authority shall be subject to such terms and conditions as the Authority may in its absolute discretion impose.

PART IV: OTHER REQUIREMENTS FOR COMPLIANCE

25. Board Directorship and Management Appointments

25.1 The Public Postal Licensee shall seek the Authority's written approval at least one (1) month in advance of any change in the appointment of its Chairman, Board of Directors or Chief Executive Officer and shall for this purpose provide the Authority with the details of any such change and any further information requested by the Authority. The Authority may grant its approval subject to such conditions as the Authority thinks fit.

26. Codes of Practice and Guidelines

26.1 The Public Postal Licensee shall comply with the codes of practice and guidelines issued by the Authority from time to time under the Act.

27. Accounting Separation

27.1 The Public Postal Licensee shall comply with any Accounting Separation Guidelines issued by the Authority from time to time under the Act, as well as any additional or supplemental guidelines.

28. Directions by the Authority

28.1 The Public Postal Licensee shall strictly and without any undue delay comply with any directions, which the Authority may from time to time issue in exercise of its powers, functions or duties under the Act or this Licence.

28.2 The Authority may, by notice in writing to the Public Postal Licensee, amend, vary, suspend or revoke wholly or in part any directions given by it pursuant to Condition 28.1.

28.3 Unless otherwise expressly specified, the Public Postal Licensee shall safeguard the secrecy of all directions given by the Authority. The Public Postal Licensee shall not during the currency and after the expiry, termination or cancellation of the Licence disclose or permit the disclosure of any of the said directions to any person not authorised to receive the same without the prior written consent of the Chief Executive of the Authority. The Public Postal Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same. In the event this Licence is suspended, the Public Postal Licensee shall, upon written request by the Authority, return to the Authority all copies of all directions given to it by the Authority under the Act or this Licence.

29. Dispute Resolution

29.1 In the event that the Public Postal Licensee fails to reach an agreement with other postal licensees or applicable persons or class of applicable persons (in relation to the provision of Wholesale Access service) on any matter relating to the requirements of this Licence or the Act, the matter shall be determined by the Authority whose decision shall be binding on all parties concerned.

29.2 The Authority reserves the right to levy a fee for work undertaken in this respect.

30. Provision of Information to the Authority

30.1 The Public Postal Licensee shall provide the Authority with any document and information within its knowledge, custody or control, which the Authority may, by notice or direction require. The Public Postal Licensee undertakes to the Authority that any such document and information provided to the Authority shall be true, accurate and complete.

30.2 For the purposes of ensuring the Public Postal Licensee's compliance with the conditions of the Licence, the Authority may from time to time require the Public Postal Licensee to arrange at its own expense, for a separate and independent audit of its activities. The Public Postal Licensee shall, at the Authority's request, submit the audited accounts and reports prepared under this condition to the Authority for inspection and verification.

30.3 The Public Postal Licensee shall keep in strict confidence any document and information furnished to or so required by the Authority pursuant to Condition 30.1, as well as the fact that the Authority has requested for such document and/or information.

30.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 30.1 as the Authority deems

fit. Where the Authority proposes to disclose any document or information obtained pursuant to Condition 30.1 and the Authority considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Public Postal Licensee or which disclosure would or could reasonably be expected to adversely affect the Public Postal Licensee's lawful business, commercial or financial affairs, the Authority will give the Public Postal Licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision on whether to disclose the information.

31. National Emergency and Security

31.1 The Public Postal Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all ways possible for the provision of national security and emergency services.

31.2 The Public Postal Licensee shall, where directed by the Authority, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the written laws in force in Singapore.

31.3 The Public Postal Licensee shall, unless expressly notified in writing, keep in strict confidence any information or document pertaining to Condition 31.2 as well as the fact that the Authority has requested the Public Postal Licensee to participate in such emergency activities and preparations.

31.4 The Authority, may from time to time, require the Public Postal Licensee to submit to the Authority for approval any changes to its postal operations, installation or plant and any service plans, together with such technical and non-technical information as may be required by the Authority, at least one (1) month before such change is intended to be implemented.

32. International Obligations

32.1 The Public Postal Licensee shall exercise its rights and perform its duties and obligations under this Licence in a manner which is consistent with the Government's obligations under any Convention, Agreement, Arrangement or Treaty to which Singapore is or shall become a party.

32.2 The Authority shall notify the Public Postal Licensee in writing from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 32.1 applies for its compliance.

33. Link up with International Postal Administrations

33.1 The Public Postal Licensee shall:

- (a) provide transit mail services to and from other postal administrations in accordance with the rules and regulations agreed upon by the Universal Postal Union; and
- (b) comply with the provisions of the Universal Postal Union on the operations of the international outgoing mail and parcel services.

PART V: MODIFICATION, SUSPENSION AND TERMINATION

34. Penalty Framework for Breach of Licence Conditions

34.1 Where the Licensee breaches any licence condition, the Authority may impose a financial penalty on the Licensee in accordance with Section 9 of the Act.

35. Variation of Terms of Licence

35.1 Without prejudice to Condition 4.3, the Authority may modify any of the conditions of this Licence under Section 8 of the Act.

35.2 If the Authority modifies or amends any condition of this Licence, the Authority may, at such time as the Authority deems appropriate, issue an amended page to replace the relevant page of this Licence or an amended version of this Licence to consolidate all variations and amendments. The Public Postal Licensee shall replace the relevant page accordingly and shall, where the Authority issues an amended version of this Licence, return the earlier version to the Authority.

36. Suspension/Cancellation

36.1 The Authority may, in any of the events specified in Section 9 of the Act, by notice in writing given to the Licensee, suspend or cancel the Licence in whole or in part, or impose a financial penalty in such amounts the Authority thinks fit.

37. Termination of Licence or Services

37.1 In the event that the Public Postal Licensee desires to terminate this Licence or any Services, the Public Postal Licensee shall seek the Authority's approval at least six (6) months in advance.

37.2 No termination shall take effect until the Authority's written approval has been obtained under Condition 37.1.

38. Rights upon Suspension, Cancellation or Termination

38.1 Any suspension, cancellation or termination of this Licence shall be without prejudice to the rights and remedies which may accrue to the Public Postal

Licensee or the Authority under this Licence or any written law as at the date of such suspension, cancellation or termination except that the Public Postal Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

PART VI: GENERAL CONDITIONS

39. Exceptions and Limitations on Obligations

39.1 The Public Postal Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that the Authority is satisfied that it is prevented from complying with those obligations for any of the following reasons:

- (a) malfunction or failure of any equipment where the Authority determines that reasonable measures were taken beforehand;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor which, in the opinion of the Authority, is beyond the Public Postal Licensee's reasonable control and which, notwithstanding the exercise by it of reasonable diligence and foresight, the Public Postal Licensee was unable to prevent or overcome,

provided that the Public Postal Licensee shall use all reasonable endeavours to terminate with all reasonable speed the factors preventing the carrying out of its obligations and shall resume the performance of its obligations as soon as the factors which prevented the performance thereof is resolved.

40. Compliance with the Act and other Laws

40.1 The Public Postal Licensee shall observe and comply with all local laws, including but not limited to the Act, and any other treaty or convention to which Singapore is a party.

40.2 Nothing in this Licence shall be taken as discharging the Public Postal Licensee from its obligations to obtain any other licences, permits or approvals that may be required under any written law in force in Singapore.

41. Incorporation of Schedules

41.1 All Schedules attached to this Licence shall be construed to form an integral part of this Licence and a reference to this Licence shall include all such Schedules.

42. Governing Law

42.1 This Licence shall be governed by and construed according to the Law of Singapore.

43. Service of Notices

43.1 All notices under this Licence shall be in writing and shall be deemed to have been duly served if sent by hand or pre-paid post or by facsimile to the Public Postal Licensee's registered address as lodged with the Accounting and Corporate Regulatory Authority.

44. Severability

44.1 Every condition and part thereof of this Licence shall be construed as a separate and severable provision so that if any condition and part thereof is

held invalid, unenforceable or illegal for any reason, the remainder of this Licence shall remain in full force in every respect.

Renewed on 1 April 2017

A handwritten signature in blue ink, appearing to read 'A. Chia', with a stylized flourish above the name.

Aileen Chia
Director-General (Telecoms & Post)
Info-communications Media Development Authority

Amended on 2 September 2021

SCHEDULE OF INTERPRETATION

1. In this Licence, unless the context otherwise requires:
 - (a) The following words and expressions shall have the meanings hereby assigned to them:

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

“Government” means the Government of Singapore;

“Public Postal Licensee” means the person to who the Authority has granted this Licence; and

“Services” means the postal services for the conveyance of letters and the services incidental thereto specified in paragraph 1.1 of Schedule A;
 - (b) Any word or expression which is not otherwise defined in this Licence shall have the meaning assigned to it in the Act;
 - (c) Words importing the singular shall include the plural and *vice versa*;
 - (d) Any reference to the Act shall include all regulations made thereunder;
 - (e) Any reference to a person shall include natural and legal persons;
 - (f) Any reference to monetary amounts shall be deemed to be denominated in Singapore Dollars; and

(g) Any reference to any Guidelines, Codes, framework or other rules or documents promulgated by the Authority shall be read as a reference to such as may be amended from time to time.

2. The titles to the provisions of this Licence are for convenience of reference only and shall not in any way affect the interpretation of this Licence.

SCHEDULE A

**POSTAL SERVICES AND SYSTEMS FOR THE CONVEYANCE OF
LETTERS
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