

SendOn Terms & Conditions

SendOn is regulated by these Terms and Conditions (the 'Terms'). Please read these Terms carefully before making use of this Service.

DEFINITIONS

The capitalised terms used in this Agreement have the meaning given in this article. Where the singular is used in the definition in this article, this is understood to include the plural, and vice versa, unless otherwise is explicitly indicated or shown by context.

Malta: Malta and all its territories

Company: MaltaPost p.l.c. and its subcontracted entities and/or partners

Client: Consumers (aged 18 years or over) and/or businesses residing in Malta

Sender: The entity that dispatches the Client's item from the originating country

SendOn or Service: The forwarding of SendOn items that the Client routes to one of the Company's Hubs for delivery to a pre-designated pickup point in Malta in accordance with these Terms

Site: The Company's website from which a Client can register and use the Service i.e. <http://www.maltapost.com/sendon>

Priority Shipping: The air-transportation of items from designated Hubs to Malta for delivery to the Client within an average of 7 working days (from EU) or 12 working days (from elsewhere). These delivery times apply following receipt of the items at the Hub and after provision of any necessary declaration forms by the Client. Shipping weights and volumes for Priority Shipping are not to exceed the following:

UK, France, Germany: Max. Weight: 30Kgs and Max. Dimensions: 120cm x 80cm x 250cm

USA: Max. Weight: 30kgs and Max. Dimensions: 120cm x 60cm x 60cm

Hong Kong: Max. Weight: 30kgs and Max. Dimensions: 150cm x 100cm x 100cm

Note: All the above weights and dimensions are inclusive of item packaging

Standard Shipping: The land-based transportation of items from designated Hubs to Malta for delivery to the Client within an average of 12 working days from their arrival at the Hub and after provision of any necessary declaration forms by the Client. Shipping weights and volumes for Standard Shipping are not to exceed the following:

UK, Italy (Milan and Catania), Germany: Max. Weight: 300Kgs and Max. Dimensions: 120cm x 80cm x 250cm

Note: All the above weights and dimensions are inclusive of item packaging

Charges:

All SendOn charges (unless otherwise expressly stated) are inclusive of VAT.

A client can estimate corresponding SendOn charges by using the Shipping Charge Calculator that is made available at the Company’s Site or by asking directly for a quote (Table 1). Shipping Charge Calculator and quote values are indicative only and subject to change. They also exclude any other applicable taxes.

Actual SendOn charges (inclusive of VAT) are calculated once the item arrives in Malta. They reflect the actual gross weight of the item as received in Malta (including weight of item packaging and underlying bearing structure ex. pallet).

Shipping Charge Calculator values do not apply for items which are received on pallets. Prior to using SendOn, the Client is advised to check whether the item will be dispatched on a pallet and engage with the Company for a quote.

Table 1 SendOn Charges

Priority Shipping <small>Note 2</small>		Standard Shipping <small>Note 1</small>	
0 – 30kgs	Kindly use the Shipping Cost Calculator to estimate SendOn charges (provided that the item’s packaged dimensions do not exceed Priority Shipping maximum dimensions)	0-300kgs	Kindly use the Shipping Cost Calculator to estimate SendOn charges
		Items weighing >300kgs or that have a volumetric weight > 0.18m ³ or having packaged dimensions exceeding Standard Shipping maximum dimensions Items that are received on a pallet (Client would need to provide pallet dimensions)	Kindly request a quote by contacting us on info@maltapost.com prior to using SendOn

Note 1: SendOn Standard Shipping charge is determined by the greater of the actual weight or Volumetric Weight

Note 2: SendOn Priority Shipping charges are solely based on item weight

Items weighing between 30kgs and 100kgs will incur an additional delivery charge of €30. The Client needs to request a quote for delivery of items exceeding 100kgs (including packaging and underlying bearer structures).

The Company only delivers to street-level pickup points in Malta.

There are no additional charges for use of the Company's Easipik parcel lockers to receive SendOn items.

Customs Charges:

Where items need to undergo Customs Clearance, the following Customs Clearance charges will apply over and above any customs dues for the importation of that item:

Table 2 Customs Charges

Item value and SendOn charge	Customs Duties	Customs Clearance Fee
between €23 and €150	18% Vat	No customs clearance fee
between €150 and €420	18% Vat + Customs Duty	No customs clearance fee
In excess of €420	18% Vat + Customs Duty	No customs clearance fee

Note: Excise duty will be charged in all cases according to legislation.

About the Service



1. Online registration

The Client will need to register for SendOn via the Company's website. The Client will need to provide contact details, determine a password (that should not be disclosed with anyone else) and choose a preferred pickup point in Malta where the Client's SendOn items are to be delivered (this location can include the Company's Easipik parcel lockers). The Client will receive an email with a unique SendOn ID and SendOn Hub addresses where the Service is offered.



2. Shop Anywhere using a SendOn shipping address and unique ID

*The Client may avail of the Company's **Shipping Cost Calculator** to estimate the SendOn charges for own items. The assigned SendOn address within the country in which the Client is shipping at checkout will need to be used for any SendOn transactions. The Client shall need to ensure that the unique SendOn ID is included with the Client's name in the shipping address. Incorrect or missing SendOn ID will result in process delay or package returning to Sender. When the Client's item(s) arrive at the Hub, the Company will notify them via email and give them the possibility of insuring the item(s). The email will also contain a unique item tracking number and instructions guiding the Client to provide the necessary information for Customs clearance (where the SendOn item originates from outside the EU).*



3. SendOn ships items to Malta

Once any customs-related paperwork is received (where this is applicable), the corresponding item(s) are dispatched to Malta and the Client will get notified by an email. Maltese Customs officials could contact the Client should they require further clarifications to finalise customs clearance. Upon customs release, payment can be affected online or upon delivery. At this point, the Client can log into their SendOn account to access item information and be guided to pay the shipping fees and any other applicable charges.



4. Final Delivery

After customs release or online payment (where this is applicable), the item will be delivered to a pre-designated pick-up point of the Client's choosing in Malta. The Client may opt to pay upon delivery where this pick-up point is a residential address. A notice will be left at this address with options for collection should the first delivery attempt fail. Where the Client would have pre-instructed us, SendOn items are routed for pickup to a Company's retail outlet or 24/7 parcel locker.

General Terms

The Client must immediately alert MaltaPost of any detected fraudulent, unauthorized, illegal or suspicious use of the Service as well as any other breach of security, unauthorised or illegal activity that is reasonably suspected by Client by contacting MaltaPost Customer Care.

The Client is to ensure that SendOn items are eligible for shipping from their place of origin to the final destination.

The Company shall not be responsible and/or held liable in the event that, by making use of the Service, the Client voids any commercial guarantee which would have been applicable as long as the item remained within the country of origin. It is advisable that the Client verifies such matters with the item Sender prior to use of the Service.

Notwithstanding that an item may be delivered beyond the indicated average duration of the Service, the Client is still bound to accept delivery and to pay for the Service in full provided upon delivery of the item.

The Company will, unless faced by circumstances outside its control, endeavour to deliver the item within the estimated duration of the service mentioned above. This timeframe in no way constitutes a guarantee that the item will be delivered within this set period.

The Company will not be liable to deliver printed matter including but not limited to: Publicity Material, Letter Mail and Subscriptions. Should these items be processed and delivered to the Client, the commercial rate will be applicable.

The Client will incur the full costs of returning an item to the originating party if the item is refused by the Hub, airports and/or any competent authority.

In the event that an item does not clearly identify the Client's unique SendOn user code on its packaging, the Company will endeavour to identify the Client and deliver the item accordingly. In so doing, the Company shall not be held responsible in any manner if the item is lost, misdelivered or the delivery of the item is delayed as a result.

At no point in time shall the Company be deemed to have entered a direct commercial relationship with the entity that would have dispatched the item to any of the Company's Hubs on behalf of the Client.

It is the Client's responsibility to ensure that SendOn items can be legally and safely imported in Malta. Valuable items, hazardous or liquid materials, lithium batteries (unless inside a device with the exception of Germany Priority) cannot be accepted. Items classified as dangerous or considered to be prohibited materials for carriage are not allowed to be shipped via SendOn. Please view the full list and description by clicking on the below link:

<https://www.maltapost.com/Sendon/en/Home/ProhibitedItems>

The Client is not permitted to route items purchased/originating from non-EU member states through any of its SendOn EU hubs. Where such items are shipped to Malta, the Client is bound to pay all applicable customs charges for those items.

Items should be packed in a manner adequate to withstand normal handling or storage and in compliance with all laws, regulations, requirements or standards. Item packaging that causes damage or injury to the property of the Company or to any other items, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise is not accepted.

The Company reserves the right to return any items which:

- I. are suspected to be damaged
- II. could compromise other items, property or injure its personnel
- III. reach one of its EU hubs from outside the EU.

The Client shall engage with the Company to determine the feasibility of using SendOn for items requiring any special precautions prior to use of the Service.

The Client shall reimburse any duties and taxes that the Company may incur for delivering the Client's items via SendOn. At no point and under any circumstances does the Client have the right not to refund such charges to the Company.

The Client should note that shipments may be inspected at any time by Malta Customs Authorities and incorrect valuations can lead to penalties for which the Client is solely

responsible. By using SendOn, the Client authorises the Company to open and inspect the Client's without pre-advise.

The Client authorises the Company to conduct customs clearance of SendOn items on the Client's behalf where this is mandated by Customs Authorities.

The Client is solely responsible to:

- I. provide correct and complete information as required for customs clearance
- II. reimburse the Company with any charges related to service delivery and customs clearance incurred as a result of the Client's use of SendOn

The Client does not have the right to refuse to reimburse the Company for any charges incurred or payable to the Company (including customs charges and clearance fees) as a result of the Client's use of SendOn.

The Company reserves the right to confiscate and dispose of any items that a Client fails to pay for and collect within 20 working days following the date in which the Company tried to deliver the item to the Client.

The Authorities have the right to confiscate SendOn items where they deem necessary to do this at law.

The Client is responsible to ensure that the information provided upon registration for the Service remains true, current and updated.

The Client is responsible for ensuring that the computer system used to access the Site and use the Service meets all the relevant technical specifications necessary for this purpose. The Client is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy the Client's requirements for the safety and reliability of data input and output and the Company cannot be held liable for any damage incurred to the Client's system that are beyond the Company's control.

If any part of these Terms is found to be unlawful, it will not affect the validity or enforceability of the remainder of the Terms.

These Terms may be subject to change from time to time without notice and it is the Client's responsibility to read carefully this document before entering into any contract with an online seller and make use of the Service, and regularly thereafter. Any changes will be effective immediately once posted on the Site. The Client's use of the Site and the Service following changes to these Terms constitutes the Client's acknowledgment of such changes and acceptance to be bound by the revised Terms.

Any variation to these Terms (including any special terms and conditions agreed between the Client and the Company) shall be inapplicable unless agreed to in writing by the Company.

Insurance Cover

The Client can buy insurance for SendOn items to cover the transportation between the relevant Hub and the Client's pickup point of choice.

Prohibited and Dangerous Items

SendOn cannot be used to deliver items that fall within the Prohibited or Dangerous categories as defined in the regulations below:

- I. Standard Shipping (where this happens via mainland trucking) is regulated by ADR (European Agreement Concerning the International Carriage of Dangerous Goods by Road)
- II. Priority Shipping (where this happens via air) is governed by (DGR) Dangerous Goods Regulations for Air Travel.

It is the Client's responsibility to ensure that SendOn items are not prohibited or classified as dangerous in accordance with the above regulations prior to using the Service.

The Company shall not be responsible and/or held liable in any manner against any loss or damage which is related to breach of the terms above, including all costs, expenses (including legal) and insurance coverage.

Any fine, penalty or reputational damage incurred by the Company a result of a breach by the Client of this contract will be borne by the Client.

Payment

Items will only be delivered to the Client upon full settlement of any charges due for the Service including any other applicable charges which may be due by the Client to the Company.

If the Client fails to pay for the Service then, without prejudice to any of the Company's other rights, the Company may:

- I. suspend or cancel deliveries of any SendOn item due to the Client
- II. appropriate any payment made by the Client for other item(s) as the Company may, at its sole discretion deem fit
- III. dispose of the item as the Company deems fit

Use of the Company's Easipik parcel lockers for SendOn items is regulated by the [Easipik Terms and Conditions](#).

Limitations of MaltaPost's Liability

MaltaPost's liability is governed by and shall be limited to the conditions of the Service as per Terms. Furthermore, this service is subject to all national and international applicable laws and regulations set forth by the jurisdiction through/and from which the Client is shipping.

Unless otherwise provided by law, MaltaPost shall not be held liable:

- i. in the event of any loss or damage for the contents of any item sent using the Service;

- ii. for any consequential loss including, without limitation, any loss caused by interruption to the Client's business, loss of electronic information or physical damage to property and whether directly or indirectly caused by any breach of contract by MaltaPost or by any employee or agent of MaltaPost;
- iii. for the contents of any item sent using the Service and shall not be liable in case of shipping of illegal, hazardous, and dangerous material;
- iv. for any loss or damage arising from insufficient or inadequate packaging or labelling of the items, the handling, loading, stowage or unloading of the items by the Client or any person acting on their behalf;
- v. for any riots, civil commotions, strikes, lockouts, stoppage or restraint of labour, explosion, fire, flood or storm or act of God and any cause beyond the control of the Company;
- vi. for misdelivering or non-delivery if the Client fails to notify us of a change or correction of address according to these terms;
- vii. for damages in respect of loss incurred if the item contains cash, cheques, or anything else that may be directly used to realise a sum of money;
- viii. for decisions made by the competent Customs bodies relating to the inspection of mail items presented to Customs;
- ix. to pay any compensation for any delay or failure to deliver an item promptly; and
- x. for any compensation if, for reasons beyond its reasonable control (including, but not limited to, an inability or failure on the part of the manufacturers or suppliers of the items to dispatch these to the Company's Hub address for any reason whatsoever) it is unable to supply the items to the Client.

Nevertheless, when using Priority Shipping, compensation for loss or damage to items may be provided but it will not exceed €30 for any individual item.

When using Standard Shipping, the items are delivered by truck and therefore are subject to the ADR (European Agreement Concerning the International Carriage of Dangerous Goods by Road). Liability for Standard Shipping is governed by CMR (Convention on the contract for the International carriage of goods by road). Compensation for loss or damage to items will not exceed €30 for any individual item.

The Client agrees not to use the Service for illegal purposes and not to ship; illegal, hazardous or dangerous material. By using the Service, the Client agrees to hold MaltaPost fully harmless and indemnified against any claims that may be made in respect of shipping of illegal items.

Data Protection

The EU General Data Protection Regulation (GDPR), provides new rights to individuals and requires organisations to provide information about their processing in a clear and transparent way. The Company has updated its [Privacy Policy](#) to take into account new requirements and to explain how the Company collects, stores and uses personal data.

In terms of data protection law, the Client has the right to access, rectify, erase, object to and restrict processing of own personal data, as well the right to data portability. For more information about these rights please contact dpo@maltapost.com. The Client may also lodge a complaint with the Information and Data Protection Commissioner if unsatisfied with the way own personal data is being processed.

Further to its Privacy Policy, the Company will process personal data on the basis of its contractual obligations with its Clients and to carry out its Service obligations in accordance with these terms.

For the purpose of providing this Service, the Company keeps personal data for a period of 1 year from the fulfilment of a SendOn transaction, unless there are other grounds for establishing a longer retention period, such as in the case of any disputes which may arise in connection with the Service.

If the Client has given consent as a result of opting in, the Company uses the information that it collects to send correspondence relating to SendOn and other services that may be offered by the Company from time to time.

The Client may unsubscribe from receiving any marketing material at any point and free of charge by clicking the Unsubscribe link in any SendOn promotional email or submitting a request to info@maltapost.com.

Choice of Law & Dispute Resolution

These Terms are subject to the Laws of Malta.

Though an amicable settlement is always preferred, any disputes that may arise, shall, as applicable, be first referred to the Malta Arbitration Centre or the Consumer Claims Tribunal.

THIS DOCUMENT WAS LAST UPDATED ON 21 AUGUST 2018