

Charities Acquisition Post Terms and Conditions

Introduction

In order to use the Charities Acquisition Post service, you must first carefully read and confirm your acceptance of the terms and conditions of service set out below.

For cash customers:

Please sign and date this form and attach to this form an exact sample of the item to be included in the Postal Packet for inspection and also email a PDF of the sample to CADirectMail@anpost.ie. When you have been informed that the sample has been approved, you can proceed to present your Mailing at one of the centres listed at clause 6.4.

Charity name: _____ (“Customer”) Signed: _____

Date: _____ Print Name: _____

For account customers:

Please email to CADirectMail@anpost.ie a PDF of the sample to be included in the Postal Packet for inspection to confirm compliance with these terms and conditions. When you have been informed that the sample has been approved, please proceed to book your Mailing through <https://edocket.anpost.ie/>.

For all customers - Terms and conditions of the service.

1. Charities Acquisition Post (hereinafter “the Service”) is a service for Postal Packets from charities of items which are solely marketing in nature, designed to acquire new donors for charities, and presented in minimum volumes of 2,000.
2. The An Post Universal Bulk Mail Services Terms and Conditions available at <https://www.anpost.com/Terms-Conditions> apply to the Service in addition to the following terms and conditions. In the event of conflict, the following terms and conditions prevail:
3. The Service is available only to entities who are registered as a charity with Ireland’s Charities Regulator.
- 4.1 The Service is available only for Postal Packets containing items meeting the following requirements:
 - (1) The Postal Packets are not addressed to the address of any person who has ever made a donation to the Customer;
 - (2) The items make clear that the Customer named above is the sender;
 - (3) The items do not include the first name or family name of any resident at the address on the Postal Packet and make no reference, direct or indirect, express or implied, to any previous relationship between the resident at the address on the Postal Packet and the Customer;
 - (4) The items expressly request a donation to the Customer and provide a method to make the donation by one or more of email, online, phone or post;
 - (5) The items make no reference to third party products or services; and
 - (6) The items and Postal Packets are not marked with the words ‘Private and Confidential’ or any words conveying a similar meaning.
- 4.2 Without prejudice to the generality of the requirements above, the Service is, in particular, not available for Postal Packets containing:
 - (1) items requested by the addressee;
 - (2) bills, invoices or financial statements, accounts, annual reports or sales reports;
 - (3) items mailed on a sale or return basis;
 - (4) election and referendum material;
 - (5) items for which a fee is payable by the addressee;

- (6) receipts for monies received;
- (7) items which are required to be sent by law or as part of a contract;
- (8) renewals or distribution of subscriptions;
- (9) mailing notices; or
- (10) registered publications.

4.3 The Service is only available for Postal Packets presented in bulk volumes of at least 2,000 Postal Packets ("Mailing").

5. In the event that the items one or more Postal Packets in a Mailing do not comply with these terms and conditions the applicable charge under Part I of the An Post Schedule of Charges available at <https://www.anpost.com/Commerce/Mail-Media/Mail-Marketing-Solutions/Reach> will apply to every Postal Packet in the Mailing.

6) Operational Requirements

6.1 The Postal Packets must: (1) display the correct Ceadúnas logo within the minimum dimensions allowable; (2) bear the return address on the top left hand corner; (3) comply with the "speed up your post guidelines"; and (4) Comply with the Advertising Code of Standards of Ireland.

6.2 The Postal Packets must be in formats DL or C5 postcard & envelope, C4 and must come within the following dimensions:

Letter/Postcard	Min	Max
Length	140mm	235mm
Width	90mm	162mm
Depth	.18mm	5mm

Large Envelope	Min	Max
Length	250mm	350mm
Width	160mm	250mm
Depth	.75mm	18mm

6.3 95% of the Postal Packets in any Mailing must be pre-sortable to their destinations by the An Post automated equipment otherwise the Mailing will either be returned to the Customer or charged in accordance with the closest corresponding bulk mail volume discount rate at Part II of the An Post Schedule of Charges available at <https://www.anpost.com/Commerce/Large-Enterprise/Bulk-Mail-Discounts/Domestic-Bulk-Mail>.

Presentation and Delivery

6.4 Mailings must be presented with the associated eDocket attached before noon at one of the An Post Mails Centres located at:-

- Dublin – Oak Road, Knockmitten, Dublin 12, D12 V4AC.
- Athlone – Dublin Road, Athlone, Co. Westmeath, N37 FF68 .
- Portlaoise –Father Browne Avenue, Portlaoise, Co. Laois, R32 A32F.
- Cork South City - Delivery Service Unit, Togher Industrial Estate, Cork, T12 C825.

6.5 Mailings will be delivered on the 3rd working day following acceptance at an An Post Mail Centre.

6.6 The Mailing must be presented at the designated acceptance/collection point in trays as required by An Post. An Post shall supply by arrangement any trays required. The trays remain the property of An Post and the Customer will be responsible if they are lost or damaged while in the Customer's care. The Customer must return

trays within 14 days of a demand by An Post, failing which the Customer will be liable to An Post for the replacement cost of the trays.

6.7 The Service is only available for delivery in Ireland, as defined in An Post Universal Bulk Mail Services Terms and Conditions (Republic of Ireland only).

7) Charges

7.1 The Charges for the Service shall be discharged by the Customer prior to or at time of presentation at the Mail Centre. The applicable Charges for this Service are available on the An Post Schedule of Charges available at:

anpost.com/Commerce/Mail-Media/Mail-Marketing-Solutions/Charity-Acquisition-Direct-Mail. The current Charges are set out in Schedule One.

8) Liability

The Customer's attention is drawn to section 15 of the Bulk Mail Terms and Conditions which set out **the limits on An Post's liability** and in particular, but not limited to:

15. (1) Save as otherwise provided in these terms and conditions, An Post shall have no liability to the Consignor or to the addressee of any Postal Packet lost, damaged or delayed in any service provided pursuant to these terms and conditions.

(2) Subject to Condition 15(7) If any Postal Packet is lost, damaged or delayed, by at least seven (7) days if for delivery within the State or by at least ten (10) days if for delivery outside the State, whilst in the custody of An Post, An Post shall pay compensation to any person or persons who establish a reasonable claim to compensation. Compensation shall include the cost of the Charges, cost of the cover of the Postal Packet, the cost of replacement or reproduction of the packaging and a small sum in respect of any other costs.

(3) Compensation shall not be paid for:

...

(b) for loss or damage arising from events outside the control of An Post;

...

(d) any consequential or indirect loss, damage or injury including without limitation, loss of income, profits, interest or utility arising from the loss, damage, delay, non-delivery or mis-delivery of anything sent by post;

...

(5) The compensation payable under this Condition shall be in substitution for, and not in addition to, any compensation which would otherwise be payable under these terms and conditions.

...

(7) An Post shall be immune from all liability in respect of any loss or damage suffered by a postal service user because of (a) any failure or delay in providing, operating or maintaining a universal postal service or (b) any failure, interruption, suspension or restriction of a universal postal service.

9) Jurisdiction

9.1 This Agreement shall be deemed to have been made in Ireland, is subject to Irish law and to the exclusive jurisdiction of the Irish Courts.

SCHEDULE ONE

Charities Acquisition Post Rates:

Product	Volume Tiers	Rates
100g letter	2000 - 4999	€0.80
	5000 - 9999	€0.79
	10000 - 19999	€0.78
	20000+	€0.77
100g Large envelopes	2000 - 4999	€1.78
	5000 - 9999	€1.76
	10000 - 19999	€1.74
	20000+	€1.72
250g Large envelopes	2000 - 4999	€2.26
	5000 - 9999	€2.22
	10000 - 19999	€2.19
	20000+	€2.17
500g Large envelopes	2000 - 4999	€3.04
	5000 - 9999	€3.01
	10000 - 19999	€2.98
	20000+	€2.95