

GENERAL TERMS AND CONDITIONS

“MY CONSIGNMENTS”

1. Area of validity

These “My consignments” General Terms and Conditions (hereinafter referred to as the MC GTC) govern the contractual relationship between recipient customers (hereinafter Customer) and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter referred to as Swiss Post) concerning the use of the online services described below at www.swisspost.ch or via Swiss Post’s smartphone app. Use of the services within “My consignments” is subject to these MC GTC and the specific requirements for each of the online services. A requirement for use is a [customer account with Swiss Post](#). The services at “My consignments” are intended for private customers only. They are not available where a sender has expressly issued contrary instructions or where Swiss Post excludes a consignment type from these services in full or in part of (for example delivery of court or debt collection documents, Dispostex, Dispost Cold, dangerous goods and consignments subject to a charge). Any gender-specific references shall apply equally to men and women, and any reference in the singular shall apply equally to the plural.

2. “My consignments” service

2.1 Preconditions

As a rule, Swiss Post consignments are sent and delivered in accordance with the provisions of the [GTC “Postal Services for Private Customers”](#) (hereinafter “delivery in accordance with the GTC Postal Services”). The recipient of a consignment sent using Swiss Post services can adjust the options for delivery of the consignment (section 2.2 below) or manage the delivery after receipt of the collection note (section 2.3 below). The options available for a specific consignment are displayed to the recipient in “My consignments”. The service set out in section 2.2 is not available for registered letters (R letters), with the exception of the delivery authorization (section 2.2.2) below. On receipt of the electronic notification of delivery, the Customer can instruct Swiss Post to deliver the consignment in accordance with the services selected by the Customer in “My consignments”. The notification takes place where Swiss Post can establish a clear link between the consignment and the Customer. If the Customer’s order cannot be completed for technical reasons (e.g. data transfer error) or for other reasons (e.g. full letter box / mailbox, order issued too late, order transferred too late by internal systems), delivery takes place in accordance with the GTC “Postal Services”. The letter boxes and mailboxes must be emptied at regular intervals, so as to prevent any overfilling. If consignments cannot be delivered to the letter compartment due to lack of space, they are delivered to the storage compartment of the mailbox, provided it is free and Swiss Post has not received any orders to the contrary. Some “My consignments” services are subject to a charge, which is shown for each of the services.

2.2 Customize delivery

2.2.1 Deposit consignment

The Deposit consignment order can be carried out where the location is freely accessible, not visible from the street and protected against the weather, and is on the Customer’s property. If the selected deposit location does not meet the requirements or is not clear, the order issued by the Customer is not completed and delivery takes place in accordance with the GTC “Postal Services”. More details about depositing consignments can be found on our website at swisspost.ch/my-consignments.

2.2.2 Delivery authorization

For parcels with the Signature or Assurance value-added services and for registered letters (Registered (R)) without value-added services, the Customer can instruct Swiss Post after receipt of the electronic notification of delivery to deliver the consignment to the letter compartment (letters only) or mailbox, or have the parcel delivered using one of the other options set out in section 2.2.

Swiss Post certifies the delivery of the consignment electronically. By issuing the authorization for delivery, the Customer accepts an electronic confirmation of receipt as proof of delivery and foregoes the option of refusing to accept.

More details about this online service can be found on our website at swisspost.ch/my-consignments.

2.2.3 Delivery to neighbour

Delivery of the consignment (parcel or express item) to a person designated by the recipient can take place where that person lives in the same property or in the immediately adjacent property. In addition to the designated person, all persons encountered at the same residence shall be entitled to receive mail items.

If the address of the neighbour does not meet the requirements or is not clear, the order issued by the Customer is not completed and delivery takes place in accordance with the GTC “Postal Services”. More details about this online service can be found on our website at swisspost.ch/my-consignments.

2.2.4 Delivery to upper floor

Personal handover to the front doors on an upper floor can take place where access via the main entrance is possible. If the recipient is absent or the main entrance is locked, the order issued by the Customer is not completed and delivery takes place in accordance with the GTC “Postal Services”.

2.2.5 Desired day

In individual cases or as a permanent setting, the Customer instructs Swiss Post to deliver parcels or express items on a specified working day (Monday to Saturday), which in some cases may not be on the calculated delivery day.

With a permanent setting, the Customer is informed about deliveries of parcel or express items that will not be delivered on the desired day.

More details about this service can be found on our website at swisspost.ch/my-consignments.

2.2.6 Time window

In individual cases, the customer instructs Swiss Post to deliver parcels on the calculated delivery day or on the desired day in the selected time window. The time window is non-binding.

More details about this service can be found on our website at swisspost.ch/my-consignments.

2.2.7 Address

In individual cases, the Customer instructs Swiss Post to deliver parcels or express items to a place of delivery other than that defined on the consignment. The alternative delivery locations available include My Post 24 terminals, PickPost points or another domicile address.

More details about this service can be found on our website at swisspost.ch/my-consignments.

2.3 Receipt of the collection note

2.3.1 Extend collection period

The Customer can use this service to instruct Swiss Post to extend the deadline for collection of the consignment. This service is not available for legal documents (debt collection and court documents).

2.3.2 Forward to another collection point (PickPost point, My Post 24 terminal, branch)

The Customer can use this service to instruct Swiss Post to forward the consignment to a different collection point. To forward to a PickPost point or My Post 24 terminal, the Customer must be registered for the respective service. The PickPost and My Post 24 services are described at www.swisspost.ch/pickpost and www.swisspost.ch/mypost24.

2.3.3 Forward to another address

The Customer can use this service to instruct Swiss Post to forward the consignment to a different address. To the extent permitted by law, Swiss Post excludes any liability in this respect. The liability provisions set out in section 3.2 below shall remain reserved.

2.3.4 Second attempted delivery

The Customer can instruct Swiss Post to attempt a second delivery and choose between the various delivery options displayed for the specific consignment (see section 2.2 et seq.).

The delivery times indicated in each case are non-binding.

2.3.5 Single authorization
By granting a single authorization, the Customer authorizes a third party designated by him to take receipt of a specific postal item on his behalf and to confirm its receipt with a signature. More details about this online service can be found on our website at www.swisspost.ch/collection-note.
The basis for issuing and accepting the consignment is Swiss Post's printed or electronic single authorization. The consignment delivered to the authorized person shall be deemed to have been delivered to the Customer. The authorized person is responsible for passing on the consignment to the Customer. Swiss Post retains the right at all times to verify the identity of the authorized person and his authorization to take receipt of the consignment. Excluded from this service are consignments that may be delivered only to the addressee (consignments with the personal delivery value-added service).
The Customer is responsible for ensuring that the data provided to Swiss Post is correct. To the extent permitted by law, Swiss Post accepts no liability whatsoever with respect to incorrect or incomplete information. The liability provisions set out in section 3.2 below shall remain reserved.

3. General provisions for the "My consignments" service

3.1 Delivery
Consignments shall be deemed to have been delivered on completion of the order as contractually agreed (delivery to neighbour or designated person, delivery in accordance with the delivery authorization, consignment deposited at designated location etc.).
The Customer shall accept the electronically recorded delivery events as proof that delivery has been carried out.

3.2 Liability
The Customer issues an order to Swiss Post to depart from the ordinary delivery process in accordance with the General Terms and Conditions for Private Customers/Business Customers. Unless otherwise stipulated in the MC GTC, Swiss Post's liability to the Customer shall be governed by the liability provisions of the [General Terms and Conditions "Postal Services for Private Customers"](#), or [General Terms and Conditions "Postal Services for Business Customers"](#) (www.swisspost.ch/agb), sections 3.1 and 4.4.
The Customer order is fulfilled with the delivery of the consignment in accordance with the order. Swiss Post excludes any liability for loss of or damage to the consignment after the time of delivery. In the event of damages or losses requiring compensation, Swiss Post can pay either the sender or recipient with discharging effect. In the event of failure of the recipient to meet his obligations, any liability of Swiss Post with respect to the recipient is excluded to the extent permitted by law. Swiss Post advises that it may seek compensation for damages from the Customer in the event that the Customer has infringed his obligations and Swiss Post has paid the sender compensation as a result.
The legal effects of a delivery, extension of a time limit or a forwarded consignment are assessed regardless of the postal service in accordance with legal provisions. Swiss Post excludes any liability for failure to comply with legal, judicial or contractual deadlines on the part of the Customer due to use of the "My consignments" services.

3.3 Data protection, retention and deletion
All consignments covered by the "My consignments" service are listed for the Customer in the personal login area. The data remains available to the Customer for a maximum of 3 months after delivery of the consignment, after which the consignment data in the customer login area is deleted. Data that is required to meet legal obligations may be retained for a longer period.
The Customer acknowledges that depending on the service selected, third parties (neighbours, authorized agents etc.) may be informed of mail item contents and senders. It is the responsibility of the Customer to ensure that his personal rights are protected.
Swiss Post may involve third parties to render services, in particular the sending of notifications, and supply the necessary data for this purpose to the third parties involved. Swiss Post is obliged to carefully select, instruct and monitor these service providers. If the service providers are domiciled abroad, Swiss Post ensures that data is adequately protected in the target country.

The general data protection provisions of the GTC postal services for private customers / GTC postal services for business customers / GTC Customer Center Login apply.

The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.

3.4 Severability clause
Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the Parties shall undertake to immediately replace the clause in question by an admissible effective clause which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.

3.5 Assignment of rights
The assignment of the contract or of rights or obligations pertaining to the contract shall require written consent from both parties. Swiss Post may assign the present contract or rights and obligations arising from it to another company without the Customer's consent provided Swiss Post controls the company directly or indirectly. Furthermore, Swiss Post is entitled to transfer or assign contracts or claims arising from it to third parties for collection purposes without the Customer's consent.

3.6 Change to the GTC
Swiss Post reserves the right to amend the GTC and range of services, or to cease services, at any time. The respective latest versions shall be duly published on the Swiss Post website (www.swisspost.ch/gtc).

3.7 Applicable law and place of jurisdiction
The contract is governed by Swiss law.
The place of jurisdiction is Berne. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers).

3.8 Conciliation office
Prior to referral to a competent judge, the Customer has the option to settle the dispute at the PostCom conciliation office. The contact details can be found at www.ombud-postcom.ch.

3.9 Legal form of publication
The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at www.swisspost.ch/gtc.
In particular cases, Swiss Post can provide customers with a physical version of the GTC on request. The Customer acknowledges that paper versions are only copies of the current, legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.

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