

General Terms and Conditions for “My consignments”

1. Area of validity

These General Terms and Conditions (MC GTC) govern the contractual relationship between recipient customers (hereinafter the Customer) and Post CH Ltd (Swiss Post) with respect to the use of the online services described below on www.swisspost.ch or via the Swiss Post 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, Dispostboxes, Dispost Cold, dangerous goods and consignments subject to a charge).

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 services described in section 2.2 are not available for registered letters (R letters).

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 Deposit consignment

For parcels with the Signature or Assurance value-added services, the Customer can instruct Swiss Post after receipt of the electronic notification of delivery to deliver the consignment to mailbox, or have the consignment delivered using one of the other options set out in section 2.2 above.

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 the item.

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](https://www.swisspost.ch/my-consignments).

2.2.4 Delivery to upper floor

Personal handover at the front door 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](https://www.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](https://www.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](https://www.swisspost.ch/my-consignments).

2.3 Services after 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, post office)

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.

2.3.4 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.

2.3.5 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.

2.3.6 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 a printout of the Swiss Post form. 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, completion of authorization for delivery, 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. 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”](#), 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 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.

The Swiss Post privacy policy www.swisspost.ch/data-privacy-statement and the [GTC “Swiss Post Customer Login”](#) contain additional information about data processing.

3.4 Amendments to the GTC

Swiss Post reserves the right to change the MC GTC at any time. The Customer will be informed about the changes in an appropriate manner and asked to accept the revised MC GTC again before issuing new orders.

3.5 Place of jurisdiction

The place of jurisdiction is Berne. For disputes arising from consumer agreements, the competent court for actions brought by the Customer is the court at the place of residence or domicile of one of the parties; whereby for actions brought by Swiss Post the competent court is the court at the residence or domicile of the defendant. Consumer agreements are agreements concerning services to be used by the Customer for personal or family purposes. In the case of Customers who are resident abroad or whose registered office is abroad, Berne is the place of debt collection and sole place of jurisdiction for all proceedings.

3.6 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.

3.7 Applicable law

In all other cases, the contractual relationship shall be subject to Swiss law.

3.8 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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