

# General Terms and Conditions for "pick@home"

October 2016 edition



## 1 Area of validity and services offered

These General Terms and Conditions (GTC) govern the contractual relationship between customers (hereinafter the "Customer") and Post CH Ltd (hereinafter "Swiss Post") for use of the "pick@home" service. Upon confirmation of an order, the Customer accepts these General Terms and Conditions without reservation as part of the contract and recognizes Swiss Post's current prices detailed at [www.swisspost.ch/sending](http://www.swisspost.ch/sending).

## 2 Channels for order confirmation

### 2.1 Use via login in the Customer Center

2.1.1 The use of pick@home requires that the Customer is logged into and registered for the "pick@home" online service. The provisions governing this service, together with the [GTC "Postal Services"](#) and the [GTC "Login Customer Center"](#) supplement the present General Terms and Conditions and together, in their current versions, form the basis for the use of pick@home. All general terms and conditions can be viewed at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc).

2.1.2 A pick@home order can also be recorded using the Post-App. This requires a pre-printed return label from the distance seller. Furthermore, the provisions of point 2.1.1 apply.

2.1.3 Swiss Post may change, add to or discontinue pick@home at any time without obtaining the express consent of the Customer. The Customer shall be notified of any amendments to the services offered in an appropriate manner at least 30 days in advance.

2.1.4 Swiss Post provides its services in accordance with the company resources available and implements all economically reasonable, technically feasible and appropriate measures to secure its data and services. It may delegate the provision of services to third parties.

### 2.2 Use via the distance seller's website

2.2.1 Distance sellers have the option to integrate pick@home into their website. Special provisions for this option are agreed contractually with each distance seller.

2.2.2 The distance seller can also integrate pick@home into its home page if the Customer does not yet have a pre-printed return label. In this case, a return label is generated by the system and delivered by the mail carrier at the time of collection.

## 3 Shipping options and value-added services

Shipping options and value-added services may be limited, depending on the level of participation of the distance seller. The following shipping options are available:

PostPac PRIORITY	Subject to the provisions for PostPac PRIORITY
PostPac ECONOMY	Subject to the provisions for PostPac ECONOMY
Bulky goods ECONOMY	Subject to the provisions for Bulky goods ECONOMY

The value-added services available also depend on the provisions for the basic services listed above. Swiss Post reserves the right to offer a reduced range of value-added services for pick@home.

## 4 Weight

The Customer is responsible for ensuring that the weight category chosen in the system matches the actual weight of the parcel. If it does not, Swiss Post reserves the right not to collect the consignment. No refund will be made.

## 5 Costs assumed by distance sellers

5.1 Distance sellers have the option of assuming all or part of the cost of an order. This reduces the price paid by the Customer during order entry. The system displays to the Customer the actual amount to be paid. This applies both to orders made via Swiss Post's "pick@home" online service and on the distance seller's website.

5.2 Every distance seller with a 99.01 franking licence can conclude a price agreement for pick@home. Entitlement to (partial) assumption of costs is only available if the distance seller has concluded an agreement to that effect with Swiss Post.

5.3 Distance sellers who do not provide their customers with return labels can also assume all or part of the cost of the pick@home order. In this case, they are available from a list in the order entry screen. To take advantage of the (partial) assumption of costs, the distance seller must be selected from the list

## 6 Payment

### 6.1 Ordering via Swiss Post's Customer Center

The Customer uses the payment options available in the Customer Center (except invoicing) and accepts the associated conditions.

### 6.2 Ordering via the distance seller's website

The Customer uses the payment options available in the integrated payment module and accepts the associated conditions.

## 7 Packaging and addressing

7.1 The consignments to be collected must be packaged and addressed ready for shipment. Consignments are subject to the provisions of the [GTC "Postal Services"](#) and the associated service descriptions of PostPac [PRIORITY](#) / [ECONOMY](#) or Bulky goods ECONOMY.

- 7.2 If a pre-printed return label is provided by the distance seller, it must be placed on the consignment
- 7.3 The Customer can use the WebStamp online service to create address labels for normal parcel shipping.
- 7.4 Parcels with incorrect barcodes and/or labels (e.g. cut out, recipient address covered, reused shipping label, photocopied label, etc.) will not be collected. Costs for failed collections of this type are not refunded.

## 8 Collection of consignments

- 8.1 The Customer can select a handover location as displayed in the system (consignment not handed over in person) or indicate that the consignment will be handed over in person to the mail carrier. For consignments not handed over in person, the Customer is responsible for ensuring that the consignment is protected from the weather. The handover point must be selected from the list provided.
- 8.2 The collection order is placed when the ordering process is completed and is confirmed to the Customer at the e-mail address specified when ordering. The Customer guarantees the accuracy of the details provided (e.g. name, address, e-mail address, etc.).
- 8.3 Each individual item to be collected is considered to have been handed over to Swiss Post when there is a corresponding scan event. After scanning an item, the Customer receives an e-mail and/or SMS message indicating whether collection was successful or not

- 8.4 Swiss Post will not be liable for the loss of consignments ordered for collection before their receipt by Swiss Post. No liability will be accepted for late or missed collection attempts, unless Swiss Post has acted with wilful intent or gross negligence. Swiss Post shall under no circumstances be liable for consequential losses or lost earnings. Neither is it liable for loss of consignments after a collection attempt, if the mail carrier was unable to collect the consignment due to non-compliance with the mailing or packaging requirements.
- 8.5 No liability will be accepted for late or missed collection attempts, unless Swiss Post has acted with wilful intent or gross negligence. Under no circumstances will it be liable for consequential losses or lost earnings.
- 8.6 The order is considered complete after an unsuccessful collection attempt. Where Swiss Post is not at fault, there is no entitlement to a renewed attempt at collection or to a refund.

## 9 Legal form of publication

The current legally binding GTC which constitute an integral part of the contract ([GTC "Postal Services"](#) and [GTC "Customer Center Login"](#)) are published electronically and can be viewed at [www.swisspost.ch/gtc](http://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 and solely 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.