

# General Terms and Conditions

## Association address

- 1 Area of validity**

These Association Address General Terms and Conditions (GTC) govern the business relationships between the customers (hereinafter also referred to as the Customer) and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the "Association address" service. Together with the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers as well as the associated factsheet, these GTC form the basis for using an association address. The contractual partners are the association and Swiss Post. The most recently dated documents of Swiss Post are authoritative. References to persons apply to individuals of all gender identities, as well as to more than one person.
- 2 Service description**

Letter mail which has an association address is forwarded to a designated delivery/forwarding address of a board member. The relevant details are available on the website at [www.swisspost.ch/associationaddress](http://www.swisspost.ch/associationaddress).
- 3 Using an association address**

Association addresses can be ordered by e-mail or at the counter. A copy of the articles of association and a copy of the minutes from the last association meeting must be enclosed with the registration form. The association member specified in section 2 must be referred to as a member of the association's Board in said documents. The same procedure applies to any changes and resignations.
- 4 Payment**

The use of association addresses is only possible for a fee. The prices and further details can be found in the documents listed in section 1. The fees are payable in advance. Payments that have already been made will not be reimbursed in the event of termination. Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at 20 francs per reminder. If a Customer is in arrears with the payment, default interest of 5 percent per annum shall be charged. Swiss Post reserves the right to assign unpaid invoice amounts to a debt collection company after sending a reminder to which no reply is received.
- 5 Information to third parties**

Swiss Post can pass the names and addresses of the association member specified in section 2 on to third parties provided that the latter credibly demonstrate that they have a legitimate interest.
- 6 Liability**

Swiss Post's liability is determined based on the relevant provisions of the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers. To the extent permitted by law, Swiss Post is in particular relieved of any liability for consequential damage or loss of profit and for any additional costs incurred by the Customer if the association address is cancelled or discontinued.
- 7 Data protection**

The general data protection provisions of the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers apply. The data privacy statement on the website [www.swisspost.ch/data-privacy-statement](http://www.swisspost.ch/data-privacy-statement) provides further information about data processing by Swiss Post.
- 8 Duration and termination**

The contract is of indefinite duration. It may be cancelled in writing without stating any reason subject to a notice period of one month prior to the end of a month. The contract may be terminated for good cause without advance notice at any time and without compensation for the Party requesting such termination. Good cause constitutes, in particular, serious or repeated violations of these GTC.
- 9 Amendments to the GTC**

Swiss Post reserves the right to amend the GTC at any time. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. They shall be deemed to have been approved if the Customer does not submit a written objection within 30 days. Any objection shall automatically result in the immediate termination of the contract. If the objection is due to the fact that the amended GTC are disadvantageous to the Customer, any payment already made shall be reimbursed on a pro rata basis.
- 10 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 with an admissible effective clause whose content comes as close as possible to the original intention, unless this conflicts with consumer protection provisions.
- 11 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.
- 12 Applicable law and place of jurisdiction**

The contract is governed by Swiss law. The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 Swiss Civil Procedure Code for consumers).
- 13 Conciliation office**

Prior to referral to the competent courts, Customers have the option to settle the dispute at the PostCom conciliation office. Contact information can be found at [www.ombud-postcom.ch](http://www.ombud-postcom.ch).
- 14 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](http://www.swisspost.ch/gtc). In particular cases, Swiss Post can provide Customers with a physical version of the GTC on request. The Customers acknowledge that paper versions of the GTC 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 with the electronic version.

Post CH Ltd, January 2022

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