

Terms and Conditions for Postal services License

According to the provisions of Postal Services Regulatory Law issued by the Royal Decree No. 71/2012; the Licensee must comply with the provisions of the Postal Services Regulatory Law, its Executive Regulation, the relevant international agreements in force in the Sultanate and orders issued by the Authority, and in particular the following terms and conditions:

1: General obligations:

1. The Licensee shall comply with the general policy of the postal sector.
2. The Licensee shall abide by obligations of the Sultanate prescribed under the relevant international agreements in force in the Sultanate.
3. The Licensee shall provide licensed services to beneficiaries in accordance with the tariff approved by the Authority, and shall not collect any other fees.
4. The Licensee shall, by himself or his employees, provide the licensed services, and may not entrust this work to someone else, except with a written approval of the Authority.
5. The Licensee shall keep the records required to exercise the licensed activity, which are specified by the Authority.
6. The Licensee shall ensure the confidentiality of postal articles, which may not be disclosed or shown in circumstances and conditions other than those prescribed, and shall comply with rules, procedures and directives issued by the Authority on this regard.

2: Setting postal services tariff

- 1) Postal services tariff is set by a decision issued by the Chairman of the Board based on a request from the service provider that meets the guidelines and principles specified by the Authority. A 'no reply' within thirty working days of the application submission shall be implicitly considered rejection of the application.
- 2) The Authority shall set postal services tariff as per the guidelines stipulated in Article (30) of the Law and other guidelines referred to in the Regulation or the decisions and instructions issued by it.

- 3) Without prejudice to the measures set out in Article (28) of the law, the Licensee may not adjust the tariff value without a decision issued by the Authority thereof as prescribed in item (1). In the event of violation of this provision, a financial penalty of 50 Omani Riyal for each day the violation continues shall be payable by the Licensee, in addition to repayment of the difference in fare collected to the beneficiaries.

3: Relationship between the Licensee and the Beneficiaries

1. The Licensee shall provide a certificate or a proof of receipt of registered postal articles, parcels, Express Mail, Express shipping, mailing bags and other postal and related services. The receipt or certificate shall indicate the postal service tariff, limits of liability and compensation payable in case of damage or loss or delay.
2. The Licensee shall provide trained staff at the post offices to receive and respond to inquiries, and to resolve complaints of beneficiaries.
3. The Licensee shall provide a system to track postal items within a period not exceeding one year from the date of license issuance.
4. The Licensee is obliged to prepare a regulation to regulate the procedures for resolving beneficiaries' complaints and submit the same to the Authority for approval within a period not exceeding six months from the date of license issuance.
5. The Licensee shall provide at least one car parking lot and facilitated pathway for people with special needs (disabled) in each post office.
6. The Licensee shall, upon entering into contract with the beneficiaries, explicitly and accurately mention the rights and obligations of both parties.
7. The Licensee shall provide postal and related services to all beneficiaries on non-discriminatory basis.
8. The Licensee shall publish detailed information on the licensed postal and related services, quality standards, prescribed tariff and the procedures to be followed to get those services, and shall update the same periodically on a regular basis, using available and possible means, and in particular:
 - a- Placing the information in a prominent place at the reception hall of the post offices and postal access locations.
 - b- Publishing such information on the Licensee's website.
 - c- Providing hard copies of such information at post offices and postal service locations.

9. The Licensee shall not confiscate, examine, seize or dispose of the postal articles, save as in the circumstances and manner set out in the Law, the Regulation and orders issued by the Authority.

4: Maintaining postal articles

1. The Licensee shall safekeep the postal articles and other postal items in baskets, safe box or cabinets away from moisture, excessive heat and dangerous places, and shall be kept in places where their content may not be tampered with.
2. The Licensee shall provide refrigerator for storing medical samples received from beneficiaries.

5: Quality requirements

1. The Licensee shall comply with the quality of service requirements specified by the Authority and the rules and regulations set forth on this regard, and in particular shall observe the following:
 - a) Keep the records specified by the Authority to demonstrate commitment to the quality of service requirements.
 - b) Disclose any information or data requested by the Authority to verify compliance with the QoS requirements.
 - c) Publish quality of service indicators in the advertising means that are agreed upon.
 - d) Cooperate with the employees of the Authority, who have judicial authority, and provide all data that will assist them in performing their work.
2. To check compliance of the Licensee with QoS requirements, the Authority may use all means to achieve this, and in particular:
 - a) Conduct field visits to post offices and postal service locations to check the safety of the postal articles, work environment and all the criteria set by the Authority.
 - b) Carry out the necessary tests to determine the extent of the Licensee's compliance with the quality standards approved by the Authority.

6: Materials prohibited from circulation

The Licensee shall not provide any services in relation to articles containing materials that their circulation is prohibited by relevant international agreements, regulations and rules in force in the Sultanate.

7: Trademark

1. The Licensee shall use his own trademark in all transactions and correspondence.
2. The Licensee shall refrain from using any name or trademark that he is not authorized to exploit.
3. The Licensee shall not use any logo that would mislead beneficiaries.

8: Uniforms

The postal service provider shall provide uniform to his employees and notify the Authority of its details. The uniform details shall be announced at the business location, which makes it easier for beneficiaries to identify the employees.

9: Regular Maintenance

Licensee shall perform regular maintenance for the following:

1. Mailboxes.
2. Means of transportation in postal services.
3. Offices, equipment and systems used in providing postal and related services.

10: Specifying postal services location

1. The Licensee shall specify the access locations of his postal services in the Sultanate and notify the Authority of the same on the standard forms prepared for this purpose.

2. The Licensee shall not transfer or close the Postal Access Location or the mailbox, or cancel its subscription, except after submitting an application to the Authority explaining the reasoning behind the same and the issuance of a written approval of the Authority after the dates it specifies have completed.

11: Keeping documents

The Licensee is obliged to keep the following documents for the period set forth against each of them:

1. Financial documents: five years from the date of issuance.
2. Non-financial documents: one year from the date of issuance.
3. Documents related to facts being investigated criminally or administratively: shall be maintained until the end of the investigation and the issuance of final judiciary decisions or judgments thereon.

12: Prohibition to conduct monopoly and unfair competition practices

1. The Licensee shall not, either directly or through an agreement with a third-party, take an action, or refrain from taking an action, for the purpose of having a monopoly over a particular service, or fixing or increasing prices, or dividing-up of beneficiaries.
2. The Licensee shall not impose any restrictions that are against the rules of fair competition.
3. The Licensee shall not use the information received to achieve unlawful purposes or conduct anti-competitive behavior.

13: National security requirements

1. The Licensee shall abide by all instructions issued by the Authority regarding security and health measures when conveying postal articles.
2. The Licensee shall cooperate with the security agencies and implement the contingency plan in accordance with the instructions issued by the Authority.

14: Interconnection contract of postal services networks

The Licensee may conclude interconnection contract of postal services networks with other Licensees to provide joint postal services, or on behalf of the other, according to the provisions of the Law and the Regulation after the Authority's approval.

1. It is not permissible to amend interconnection contracts of postal services networks, except with approval of the Authority.
2. The interconnection agreements of postal services networks may not be in violation of the provisions of the Law, Regulation and orders issued by it, and in particular the following :
 - a) Preventing harm to people and property.
 - b) Providing postal services with transparency and objectivity.
 - c) Non-discrimination among beneficiaries.
 - d) Abiding by quality standards approved by the Authority.
 - e) Technical suitability and practical feasibility.

15: Modifying the licensed activity

The Licensee may modify the type of the licensed activity pursuant to a request to be submitted to the Authority explaining the reasoning behind the same and the details of the new activity, and enclosing all documents and information requested by the Authority.

The Licensee shall obtain a prior written approval from the Authority before this change to be made and after the dates the Authority specifies for him to end the old activity have completed.

16: Changing the legal status or disposing of the licensed company/establishment

1. The Licensee shall not change the legal status of the private company/establishment, except with a written approval of the Authority.

Any party wishing to apply a change shall submit a request to the Authority explaining the type of change to be implemented and the details of the new entity after modification, and enclosing all documents requested by the Authority.

2. Any legal successor to the Licensee shall provide information and documents requested by the Authority as a condition to acquire the rights from the license.
3. The Licensee shall obtain a prior written approval from the Authority before any changes to be made to the company ownership that exceeds 20% of its capital value.

17: License transfer

The Licensee may not transfer the license issued to him for the provision of postal or related services , or either of them, except with a written approval of the Authority.

18: Licensee's obligations in employment

- 1- The Licensee shall take all necessary steps to train Omani nationals to man positions at all levels in the Licensee's administrative and technical organisation structure and to achieve the percentage of Omanisation prescribed by the competent authority. The Authority may, in its sole discretion, impose a penalty in the event of non-compliance to such percentage.
- 2- The Licensee shall furnish the Authority with the resume of the foreign experts for approval prior to recruitment. The Licensee shall reduce the number of such experts according to a timetable agreed upon with the Authority.

19: Beneficiaries' complaints

- 1- The Licensee shall set up a regulation for the complaints of beneficiaries, which has to be approved by the Authority within six months from the date of license issuance.
- 2- The Regulation shall include all rules and procedures required to decide on the complaints of beneficiaries, and in particular the following :
 - a) Complaint reporting form.
 - b) Provide beneficiaries with a receipt for receiving the complaint.
 - c) The time limit to respond to the complaint.
 - d) Means to respond to the complaint.

- e) A statement of the right of the beneficiary to forward the complaint to the Authority in the case the complaint was not resolved within the prescribed period or if the solution provided by the Licensee is not satisfactory to the beneficiary.
- 3- The Beneficiaries Complaints Regulation must be published and announced by the Licensee through the following means:
 - a) Placing the information in a prominent place at the reception hall of the post offices and postal access locations.
 - b) Publishing the Regulation along with the articles' tracking system on the Licensee's website.
 - c) Providing hard copies of such information at post offices and postal service locations.
- 4- The beneficiary may forward the complaint to the Authority in the case the complaint was not resolved within the prescribed period or if the solution provided by the Licensee is not satisfactory to the beneficiary. In such case, the Authority investigates the complaint, conducts the hearing of the Licensee's opinions and issues a final administrative decision within 30 working days of its submission, and the plaintiff and the Licensee shall be notified of the decision issued thereof.

20 Accounting requirements

- 1) Within four (4) months of the end of each fiscal year, the Licensee shall deliver to the Authority his audited balance sheet in accordance with international accounting principles generally accepted in the Sultanate and the related statements of operations, equity and cash flows of Licensee, in each case accompanied by a report thereon of an independent auditor stating that such financial statements fairly present the financial position of the Licensee and were prepared in accordance with accounting principles generally accepted in the Sultanate.
- 2) The Authority may appoint an auditor to audit the Licensee's statements, through a notification by an official letter. In this case the Licensee shall provide all information, data and documents upon requesting them by the Auditor within the time it specifies.

If differences in the balance sheet of the Licensee were found, they shall be corrected amicably and a fine of fifty (50) Omani Riyals shall be imposed for each day the violation continues commencing from the date of notifying the Licensee of the auditor's report until correcting the balance sheets and notifying the Authority thereof, with a total not more than 5000 Omani Riyals in all cases. Further, the Licensee shall pay the auditor's fees.

- 3) The Authority may, at any time, request the Licensee to submit any information or documents it may require in order to effectively supervise and enforce the implementation of the Law, the Regulation and the license terms. The Licensee shall provide such information within the period of time specified by the Authority. If there is a delay in submitting the same, a financial fine of 50 Omani Riyal for each day the violation continues shall be payable by the Licensee, with a total not more than 5000 Omani Riyals.

21: Compensation for Postal Articles

The Licensee shall be responsible for compensating the beneficiaries in cases of loss, tamper, damage or delay of delivery of the postal articles in accordance to the guidelines and limits specified in the Executive Regulation of Postal Services Law.

22: Penalties

If the Licensee breaches any of his obligations under the provisions of the Act, Regulation, decisions implementing its provisions or the license terms, a financial fine of 50 Omani Riyal for each day the violation continues shall be payable by the Licensee, with a total not more than 5000 Omani Riyals

Declaration

I, the undersigned, hereby acknowledge that I have read and understood the provisions of the Postal Services Regulatory Law issued by the Royal Decree No. 71/2012, its Executive Regulation and these Terms and Conditions, and agree to abide by them and by the instructions issued by the Telecommunications Regulatory Authority regarding the implementation of the provisions of the referred Law and Regulation.

Name:

Signature:

Stamp: