



*Il-Ministru*

*The Minister*

## LICENCE TO PROVIDE NON-RESERVED POSTAL SERVICES WITHIN THE SCOPE OF UNIVERSAL SERVICES

This Licence is being granted by the Malta Communications Authority in exercise of the powers conferred by the Postal Services Act (Cap. 254 of the Laws of Malta).

Date of Issue:	3rd day of February 2010
Term of Grant:	10 years
Date of Expiry:	3rd day of February 2020
Name of Licensee:	DHL International Limited
Registered Address:	DHL Express, MIA Cargo Village Luqa. LQA 3290 Malta
Company Registration Number:	C 6576



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## **Licence to DHL International Limited to Provide Non-Reserved Postal Services Within the Scope of Universal Services**

### **SECTION A: DEFINED TERMS**

#### **1. Defined Terms**

- 1.1 In this licence any reference to the "Act" is a reference to the Postal Services Act (Cap 254 of the Laws of Malta) and any regulations made thereunder and the provisions of article 2 of the said Act shall apply to this licence;
- 1.2 In this licence unless the context otherwise requires:
- "the Authority" means the Malta Communications Authority established under the Malta Communications Authority Act (Cap. 418 of the Laws of Malta);
- "the Licensee" means DHL International Limited (company registration number C 6576);

### **SECTION B: GRANT AND GENERAL CONDITIONS OF LICENCE**

#### **2. Grant and Reserved Area**

- 2.1 By virtue of this Licence the Licensee is hereby authorised to provide postal services which are not reserved but fall within the scope of universal services as specified in the Act.
- 2.2 The Licensee shall not provide postal services within the area reserved to the Universal Service Provider in accordance with the Act.

#### **3. Term**

- 3.1 This Licence shall be valid for a term of ten years from the grant of this Licence, unless otherwise lawfully terminated in accordance with the Act or the provisions of this licence.

#### **4. Termination**

- 4.1 The termination of this Licence shall occur upon the earlier of (i) the expiration of the term of the licence as provided in paragraph 3.1 hereof; or (ii) upon the decision of the Authority to terminate the licence in accordance with the Act. The termination of this licence shall not operate as a waiver or release of any obligation of the Licensee, as applicable, arising prior to such termination.

## **5. Cessation of business as a postal operator**

- 5.1. The Licensee shall establish, and at all times during the term of this Licence, maintain arrangements ensuring that if the Licensee ceases to carry on business as a postal operator, postal articles in its care at the time of such cessation shall be delivered to the places to which they are addressed.

## **6. Applicability of laws, decisions of the Authority, etc**

- 6.1. The Act, all other laws, directives and decisions of the Authority, shall apply to the Licensee for all purposes and form an integral part of this licence except in those cases where the Licensee is specifically exempted.
- 6.2. The Licensee shall comply with the terms and conditions of this licence, as well as with any applicable obligations or requirements, however described, emanating from the laws, directives and decisions mentioned in paragraph 6.1.
- 6.3. Nothing in this Licence shall exempt the Licensee from the obligation to diligently obtain at its own expense any permit, licence or other approval or authorisation however so described, that may be necessary to construct, operate and maintain the services or any part thereof, or from the obligation of complying with any condition of any such permit, licence or other approval or authorisation:  
  
Provided that the Licensee shall be solely responsible for all costs, expenses and other commitments, however so described, whether financial or otherwise, in respect of the Licence and the implementation thereof, and the Authority shall bear no responsibility for any such costs, expenses or commitments
- 6.4. Nothing in this Licence shall be construed as absolving or releasing the Licensee from any obligations, or limiting the power of the Authority to amend this Licence or to impose further conditions on the Licensee.

## **7. Transfer of Licence**

- 7.1. This Licence may not be transferred or assigned by the Licensee to another person without the prior consent in writing of the Authority. The decision of the Authority in this regard shall be communicated in writing and the Authority shall give reasons for its decision.
- 7.2. A change in the control of the ownership or management of the Licensee shall be equivalent to the transfer of the licence, and shall be subject to the prior consent of the Authority as aforesaid.

## **8. Licence Fees**

- 8.1. The Licensee shall pay an annual licence fee of nine hundred and thirty euros (€930) together with one percent of the total gross revenue from postal services within the scope of the universal services until such time as may be otherwise provided in accordance with the provisions of the Act.



## **9. Non-Compliance**

- 9.1. If the Authority has reason to believe that the Licensee is not complying with the terms of this Licence the Authority may take any required action as authorised by law.

## **SECTION C: SERVICES PROVIDED AND RELATED CONDITIONS**

### **10. Service provision and complaint handling**

- 10.1. The Licensee shall collect, convey, and deliver postal articles according to the standards agreed upon in the terms and conditions of individual contracts negotiated with customers.
- 10.2. Within two months of the grant of this licence the Licensee shall establish and operate adequate systems for:
- a) Measuring and recording its performance in achieving its contract standards,
  - b) Recording, analysing and responding to customer complaints in respect of the services provided by the Licensee generally.
- 10.3. The Authority may require the Licensee to amend its procedures to ensure that the matters mentioned in paragraph 10.2 are provided for.
- 10.4. The Licensee shall publish its complaints and redress contact details in a manner which ensures reasonable publicity thereof.

### **11. Provision of Information**

- 11.1. The Licensee shall provide any such information as the Authority, in the exercise of its functions, may require in a timely way and in such form as the Authority may specify.

### **12. Protection of integrity of mail**

- 12.1. The Licensee shall establish and apply adequate mails integrity procedures. Within two months of the grant of this licence the Licensee shall submit to the Authority the proposed mails integrity procedures. The Authority shall verify that the procedures reflect and conform to all legal requirements.
- 12.2. Mail protection procedures are established for the purpose of:
- a) minimising the exposure of postal packets conveyed by the Licensee to the risk of loss, theft, damage or interference;
  - b) minimising the risk of offences under the Act in relation to postal articles conveyed by the Licensee; and

- c) improving the performance of the Licensee in relation to the matters referred to in paragraphs a) and b)

12.3. The Licensee's mail protection procedures shall include the following matters:

- a) the selection, vetting, training, provision of incentives to and disciplining of its staff, agents, sub-contractors, directors and officials;
- b) the security of its buildings and vehicles;
- c) avoiding, identifying and taking action in respect of offences under the Act in relation to postal articles conveyed by the Licensee;
- d) the collection and analysis of statistics on the achievement of the purposes set out in paragraph 12.2; and
- e) any other measures that the Authority may deem necessary.

12.4. The Authority may require the Licensee to amend its procedures to ensure that the matters mentioned in paragraph 12.3 are provided for.

12.5. The Licensee shall use all reasonable endeavours at all times to apply its mail protection procedures.

12.6. The Licensee shall allow the Authority to inspect all matters relating to the procedures established under paragraphs 12.2 and 12.3 and any related physical facilities.

12.7. The Licensee's mails integrity procedures may be reviewed by the Authority. The Licensee shall cooperate in the conduct of any review.

### **13. Accounting Separation**

13.1. The Licensee shall keep annually independently audited accounting and financial records for each of service groups specified in paragraphs 13.2.

13.2. The Licensee shall keep separate accounts for each of the following service groups:

- a) non-reserved services which are within the scope of the universal services, pursuant to this Licence;
- b) any other service comprising the conveyance of postal articles including all services which are outside the scope of the universal services, and
- c) any service or activity not comprising the conveyance of postal articles.

13.3 The accounting systems shall be sufficient to enable the Authority to determine turnover in relation to postal services within the scope of the universal service and any postal services outside this area.

Done under my hand on this  day of February 2010.



**Austin Gatt**