

LICENCE TO PROVIDE POSTAL SERVICES

GRANTED BY

**THE AUTHORITY FOR INFOCOMMUNICATIONS
TECHNOLOGY INDUSTRY OF BRUNEI DARUSSALAM
(AITI)**

TO

[COMPANY NAME]

**UNDER SECTION 8 OF THE
POSTAL SERVICES ACT, CHAPTER 271**

EFFECTIVE FROM [DATE] TO [DATE]

TABLE OF CONTENTS

PART I: THE LICENCE

1. GRANT OF DOMESTIC CEP LICENCE

PART II: CONDITIONS OF GRANT

- 2. COMMENCEMENT, DURATION AND RENEWAL OF LICENCE**
- 3. PAYMENT OF LICENCE FEES**
- 4. NO ASSIGNMENT, TRANSFER, ETC. WITHOUT APPROVAL**
- 5. DESCRIPTION OF THE SERVICES**
- 6. LICENCE APPLICATION PROPOSALS**

PART III: SERVICE OBLIGATIONS

- 7. PUBLICATION OF INFORMATION**
- 8. PROCEDURES FOR HANDLING COMPLAINTS**
- 9. COMPENSATION FOR LOSS OR DAMAGE TO POSTAL ARTICLE**
- 10. SAFETY AND SECURITY**
- 11. PRICE CONTROL, TARIFFING ARRANGEMENTS AND QUALITY OF SERVICE STANDARDS**
- 12. PROHIBITED POSTAL ARTICLE**
- 13. PROCEDURES FOR HANDLING UNDELIVERABLE ITEMS**
- 14. CONFIDENTIALITY OF CUSTOMER INFORMATION**
- 15. CONTRACTS WITH THIRD PARTIES TO OPERATE OR PROVIDE THE SERVICES**
- 16. RESTRICTION ON UNDUE PREFERENCE AND UNDUE DISCRIMINATION**
- 17. RESTRICTION AGAINST ANTI-COMPETITIVE AGREEMENTS AND ARRANGEMENTS**
- 18. RESTRICTION ON EXCLUSIVE AGREEMENTS OR ARRANGEMENTS FOR INTERNATIONAL SERVICES**

PART IV: OTHER REQUIREMENTS FOR COMPLIANCE

- 19. OWNERSHIP, SHAREHOLDING AND MANAGEMENT ARRANGEMENTS**
- 20. PROVISION OF INFORMATION TO THE AUTHORITY**
- 21. INSPECTION**
- 22. NATIONAL EMERGENCY AND SECURITY**
- 23. ACCOUNTING PRINCIPLES**
- 24. COMPLIANCE WITH LAWS AND REGULATIONS**
- 25. COMPLIANCE WITH INTERNATIONAL OBLIGATIONS**
- 26. CODES OF PRACTICE AND GUIDELINES**
- 27. DIRECTIONS BY THE AUTHORITY**
- 28. DISPUTE RESOLUTION**

PART V: MODIFICATION, SUSPENSION AND TERMINATION

- 29. MODIFICATION OF LICENCE**
- 30. IMPOSITION OF PENALTY, SUSPENSION OR CANCELLATION**
- 31. TERMINATION OF LICENCE OR SERVICE**
- 32. RIGHTS UPON SUSPENSION, CANCELLATION OR TERMINATION**

PART VI: GENERAL CONDITIONS

- 33. EXCEPTIONS AND LIMITATIONS ON OBLIGATIONS**
- 34. INCORPORATION OF SCHEDULES**
- 35. GOVERNING LAW**
- 36. SERVICE OF NOTICES**
- 37. SEVERABILITY**

SCHEDULE OF INTERPRETATION

SCHEDULE A: POSTAL SERVICES PROVIDED BY [COMPANY NAME]

SAMPLE

**LICENCE TO PROVIDE POSTAL SERVICES
GRANTED BY THE AUTHORITY FOR INFOCOMMUNICATIONS TECHNOLOGY
INDUSTRY OF BRUNEI DARUSSALAM
TO
[COMPANY NAME]**

**UNDER SECTION 8 OF THE
POSTAL SERVICES ACT, CHAPTER 271**

PART I: THE LICENCE

1. Grant of Domestic CEP Licence

- 1.1 The Authority for Infocommunications Technology Industry of Brunei Darussalam (hereinafter referred to as the “Authority”), in exercise of its powers under Section 8 of the Postal Services Act, Chapter 271 (hereinafter referred to as the “Postal Services Act”), hereby grants this Licence to [Company Name] (hereinafter referred to as the “Licensee”) to undertake the activities and/or services specified in Schedule A of the Licence in Negara Brunei Darussalam.

PART II: CONDITIONS OF GRANT

2. Commencement, Duration and Renewal of Licence

- 2.1 The Licence shall enter into force on the date hereof and shall be valid for a period of three (3) years, unless suspended or cancelled by the Authority in accordance with Condition 30 or terminated by the Licensee in accordance with Condition 31 of this Licence.
- 2.2 The Licence may be further renewed for such period as the Authority thinks fit and subject to such terms and conditions as may be specified by the Authority in the exercise of its powers under Section 8 of the Postal Services Act.

3. Payment of Licence Fees

- 3.1 The Licensee shall pay to the Authority an annual licence fee which is B\$550.00 at fixed rate based on the provision of the Services.
- 3.2 The Authority shall forfeit the fees payable under Condition 3.1 if the Licensee withdraws its acceptance of this Licence after the grant of this Licence or this Licence is terminated or cancelled at any time during the term of this Licence.
- 3.3 In the event of a default by the Licensee in the payment of any fee when due under this Licence, the Licensee shall continue to be subject to its obligations under the Licence and shall not be released from such obligations by reason of any late payment of licence fee.

4. No Assignment, Transfer, Etc. Without Approval

- 4.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this

Licence to any person except with the prior written approval of the Authority.

- 4.2 Any approval under Condition 4.1 shall be given subject to such terms and conditions as the Authority may at its discretion impose.

5. Description of the Services

- 5.1 The Licensee shall provide the Services as described in Schedule A. The Licensee shall not provide any licensable postal service that is not described in Schedule A or make any changes to any Service except with the prior written approval of the Authority. Any approval given by the Authority shall be subject to such terms and conditions as the Authority may in its absolute discretion impose.

- 5.2 If the Licensee wishes to provide a new licensable postal service or makes changes to any Service, the Licensee shall provide the Authority with such information as may be required by the Authority within such period as may be specified by the Authority and shall propose any necessary amendments to Schedule A.

- 5.3 Notwithstanding Condition 5.1, in the event the Authority agrees to an amendment to Schedule A proposed by the Licensee under Condition 5.2, the amendment shall, subject to any mutual agreement, take effect immediately upon the Authority's written notification to the Licensee.

- 5.4 In Conditions 5.1 and 5.2, "licensable postal service" means a postal service that may only be provided pursuant to a licence issued under the Postal Services Act.

6. Licence Application Proposals

- 6.1 Without prejudice to any of the Licensee's obligations under this Licence, the Licensee shall abide by its proposals on postal network rollout, range of services, quality of service standards, pricing and service provisioning schemes and any other commitments as submitted to the Authority in its licence application.

PART III: SERVICE OBLIGATIONS

7. Publication of Information

- 7.1 The Licensee shall ensure that the licence certificate granted by the Authority is prominently displayed at any premises where it provides the Services under the Licence.

- 7.2 The Licensee shall publish, in a form available to the public, information about the Services it provides, including, inter alia, descriptions and pricing of the Services, quality of service standards and performance, procedures for handling complaints and compensation, procedures for handling undeliverable Postal Article, and such other information as the Authority may require the Licensee to publish from time to time.

8. Procedures for Handling Complaints

- 8.1 The Licensee shall establish, maintain and comply with adequate and appropriate procedures for responding to complaints received in respect of the Services provided by the Licensee. The procedures shall be published in writing and must comply with any requirements as may be provided by the Authority from time to time. The Authority reserves the right to require the Licensee to review and revise the procedures where necessary.

9. Compensation for Loss or Damage to Postal Article

- 9.1 The Licensee shall establish, maintain and comply with adequate and appropriate policies for compensation for loss or damage to Postal Article conveyed by the Licensee. The compensation policies, which shall be submitted to the Authority for approval, must be published in writing and must comply with any requirements as may be provided by the Authority from time to time. The Authority reserves the right to require the Licensee to review and revise the policies where necessary.
- 9.2 In the event that the Licensee is determined to be responsible for the loss or damage to Postal Article conveyed by the Licensee, the Licensee shall be liable to pay compensation within one (1) month from the date of determination.

10. Safety and Security

- 10.1 The Licensee shall establish, maintain and comply with appropriate measures and precautions to ensure the safety of property and persons in relation to the Services provided by the Licensee.
- 10.2 The Licensee shall establish, maintain and comply with appropriate measures and procedures to ensure that the risk of loss, theft and damage to Postal Article received by the Licensee for delivery under this Licence, whether occurring during the receiving, collecting, sorting, sending, despatching or delivery of such Postal Article by the Licensee, is minimised.
- 10.3 The Licensee must comply with any requirements as may be provided by the Authority from time to time. The Authority reserves the right to require the Licensee to review and revise any measures and procedures, and to direct the Licensee to take any measures as may be necessary.

11. Price control, tariffing arrangements and quality of service standards

- 11.1 The Authority reserves the right to establish price control arrangements and quality of service standards for the Services provided by the Licensee, with which the Licensee shall comply.
- 11.2 The Authority reserves the right to require the Licensee to maintain separate financial data and accounts for the Services and to submit, on request, these data and accounts to the Authority for inspection.

- 11.3 The Authority reserves the right to require the Licensee to file its schemes of service, including non-price terms and conditions for the provisioning of services and price schemes with the Authority for approval before commercial launch or announcement of such services.

12. Prohibited Postal Articles

- 12.1 The Licensee shall not provide any Services in relation to any item which has been prescribed to be prohibited to be conveyed by post in accordance with any written law, regulation, code and guidelines in Brunei Darussalam.

13. Procedures for Handling Undeliverable Items

- 13.1 The Licensee shall establish, maintain and comply with adequate and appropriate procedures for handling undeliverable items in relation to the Services provided by the Licensee, including, inter alia, policies on returning items to the sender, the number of attempts for facilitating delivery, charges imposed, and policies on dealing with items that can neither be delivered nor returned.
- 13.2 The procedures, which shall be in writing, must comply with any requirements as may be provided by the Authority from time to time. The Authority reserves the right to require the Licensee to review and revise the procedures where necessary.

14. Confidentiality of Customer Information

- 14.1 The Licensee shall respect and ensure the confidentiality of customer information except under the following circumstances:
- (a) where sharing of information with other postal licensees is necessary to detect, prevent or investigate fraud; or
 - (b) where disclosure is deemed necessary by the Authority or the relevant law enforcement or security agencies to carry out their functions or duties.

15. Contracts with Third Parties to Operate or Provide the Services

- 15.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to this Licence to share in the benefits of, or otherwise gain any rights or privileges under this Licence, or which would otherwise result in a breach or circumvention of Condition 4.1, the Licensee shall seek the Authority's approval for the joint venture, association, contract or arrangement in question.

16. Restriction on Undue Preference and Undue Discrimination

- 16.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in, *inter alia*, the price and performance characteristics of the services

provided or the terms and conditions under which the services are provided. In particular, the Licensee shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person, if the Authority is of the opinion that the Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.

17. Restriction Against Anti-Competitive Agreements and Arrangements

- 17.1 The Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict competition in relation to the Licensee's postal operations or Services or any other postal services licensed by the Authority.

18. Restriction on Exclusive Agreements or Arrangements for International Services

- 18.1 The Licensee shall not enter into any agreement or arrangement with a person running an Authorised Overseas System on terms or conditions which unfairly preclude or restrict, to the detriment of the national and/or public interest, the provision of any international postal services by any person licensed by the Authority to provide those services.

- 18.2 In this Condition, "Authorised Overseas System" means a system, which is recognised by the Government or any competent authority of a foreign country as authorised to provide postal services by or through that system.

- 18.3 The Licensee shall comply with the Authority's requirements on the international settlement regime and seek the Authority's endorsement and/or approval to the arrangements reached with other postal licensees, before implementation.

PART IV: OTHER REQUIREMENTS FOR COMPLIANCE

19. Ownership, Shareholding and Management Arrangements

- 19.1 The Licensee shall notify the Authority in writing within seven (7) days from the date of any change in the ownership and/or shareholding arrangements of the Licensee, and/or the appointment of its Chairman, Board of Directors or Chief Executive Officer, and shall for this purpose provide the Authority with the details of any such change and any further information as may be requested by the Authority.

20. Provision of Information to the Authority

- 20.1 The Licensee shall provide the Authority with any document and information within its knowledge, custody or control, which the Authority may, by notice or direction require, including, inter alia, reports in relation to the volume of Postal Articles, operational matters and financial matters. The Licensee undertakes to the Authority that any such document and information provided to the Authority, which

shall be provided at such intervals and in such formats as the Authority may require, shall be true, accurate and complete.

20.2 For the purposes of ensuring the Licensee's compliance with the conditions of the Licence, the Authority may from time to time require the Licensee to arrange, at its own expense, a separate and independent audit of its activities. The Licensee shall, at the Authority's request, submit the audited accounts and reports prepared under this condition to the Authority for inspection and verification.

20.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by the Authority pursuant to Condition 20, as well as the fact that the Authority has requested for such document and/or information.

20.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 20 as the Authority deems fit. Where the Authority proposes to disclose any document or information obtained pursuant to Condition 20 and the Authority considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Licensee or which disclosure would or could reasonably be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, the Authority will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision on whether to disclose the information.

21. Inspection

21.1 The Licensee shall permit the Authority to inspect its premises, facilities, files, records and data as may be required by the Authority for the purpose of enabling the Authority to discharge its regulatory functions.

22. National Emergency and Security

22.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all ways possible for the provision of national security and emergency services.

22.2 The Licensee shall, where directed by the Authority, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the written laws in force in Brunei Darussalam.

22.3 The Licensee shall, unless otherwise expressly notified in writing, keep in strict confidence any information or document pertaining to Condition 22 as well as the fact that the Authority has requested the Licensee to participate in such emergency activities and preparations.

22.4 The Authority, may from time to time, require the Licensee to submit to the Authority for approval any changes to its postal operations,

installation or plant and any service plans, together with such technical and non-technical information as may be required by the Authority, at least three (3) months before such change is intended to be implemented.

23. Accounting Principles

23.1 The Licensee shall establish, maintain and comply with proper accounting systems, practices, principles and requirements as may be required by the Authority to ensure the transparency of accounts and records.

23.2 The Licensee shall ensure that separate accounts are provided for each of the Services under its Licence. The Authority reserves the right to direct the Licensee to implement and comply with additional or supplemental requirements from time to time.

24. Compliance with Laws and Regulations

24.1 The Licensee shall observe and comply with all laws and regulations in relation to the provision of Services under this Licence, including, inter alia, the Postal Services Act and all regulations issued thereunder.

24.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to comply with other laws and regulations in Brunei Darussalam, including, inter alia, to obtain any other licences, permits or approvals that may be required under any written law in force in Brunei Darussalam, and applicable customs and other import and export regulations in relation to the conveyance of items into and out of Brunei Darussalam.

25. Compliance with International Obligations

25.1 The Licensee shall exercise its rights and perform its duties and obligations under this Licence in a manner which is consistent with the Government's obligations under any Convention, Agreement, Arrangement or Treaty to which Brunei Darussalam is or shall become a party.

25.2 The Authority shall notify the Licensee in writing from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 25.1 applies for its compliance.

26. Codes of Practice and Guidelines

26.1 The Licensee shall comply with the codes of practice and any additional or supplemental guidelines as may be issued by the Authority from time to time under the Postal Services Act.

27. Directions by the Authority

27.1 The Licensee shall strictly and without any undue delay comply with any directions, which the Authority may from time to time issue in exercise of its powers, functions or duties under the Postal Services Act or this Licence.

27.2 The Authority may, by notice in writing to the Licensee, amend, vary, suspend or revoke wholly or in part any directions given by it pursuant to Condition 27.1.

27.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by the Authority. The Licensee shall not during the currency and after the expiry, termination or cancellation of the Licence disclose or permit the disclosure of any of the said directions to any person not authorised to receive the same without the prior written approval of the Authority. The Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same. In the event this Licence is suspended, the Licensee shall, upon written request by the Authority, return to the Authority all copies of all directions given to it by the Authority under the Postal Services Act or this Licence.

28. Dispute Resolution

28.1 In the event that the Licensee fails to reach an agreement with other postal licensees on any matter relating to the requirements of this Licence or the Postal Services Act, the matter shall be determined by the Authority whose decision shall be binding on all parties concerned.

PART V: MODIFICATION, SUSPENSION AND TERMINATION

29. Modification of Licence

29.1 Without prejudice to Condition 5.3, the Authority may, in accordance with Section 10 of the Postal Services Act, modify any of the conditions of this Licence, upon notice in writing given to the Licensee, setting out the details of such modification.

30. Imposition of Penalty, Suspension or Cancellation

30.1 The Authority may, in any of the events specified in Section 11 of the Postal Services Act, by notice in writing given to the Licensee, suspend or cancel the Licence in whole or in part, or impose a financial penalty in such amounts the Authority thinks fit.

31. Termination of Licence or Service

31.1 In the event that the Licensee desires to terminate this Licence or any Services, the Licensee shall seek the Authority's approval at least twelve (12) months in advance and shall not proceed with such termination until it has obtained the Authority's written approval.

32. Rights Upon Suspension, Cancellation or Termination

32.1 Any suspension, cancellation or termination of this Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or the Authority under this Licence or any written law as at the date of such suspension, cancellation or termination except that the Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

PART VI: GENERAL CONDITIONS

33. Exceptions and Limitations on Obligations

33.1 The Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that the Authority is satisfied that it is prevented from complying with those obligations for any of the following reasons:

- (a) malfunction or failure of any equipment where the Authority determines that reasonable measures were taken beforehand;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor which, in the opinion of the Authority, is beyond the Licensee's reasonable control and which, notwithstanding the exercise by it of reasonable diligence and foresight, the Licensee was unable to prevent or overcome,

provided that the Licensee shall use all reasonable endeavours to terminate with all reasonable speed the factors preventing the carrying out of its obligations and shall resume the performance of its obligations as soon as the factors which prevented the performance thereof is resolved.

34. Incorporation of Schedules

34.1 All Schedules attached to this Licence shall be construed to form an integral part of this Licence and a reference to this Licence shall include all such Annexes and Schedules.

35. Governing Law

35.1 This Licence shall be governed by and construed according to the laws of Brunei Darussalam.

36. Service of Notices

36.1 All notices under this Licence shall be in writing and shall be deemed to have been duly served if sent by hand or pre-paid post to the Licensee's address as notified by the Licensee to the Authority, or by electronic mail to the Licensee's electronic mail address as provided by the Licensee to the Authority, or such other electronic mail address as notified to the Authority from time to time.

37. Severability

37.1 Every condition and part thereof of this Licence shall be construed as a separate and severable provision so that if any condition and part thereof is held invalid, unenforceable or illegal for any reason, the remainder of this Licence shall remain in full force in every respect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SAMPLE

SCHEDULE OF INTERPRETATION

1. In this Licence, unless the context otherwise requires:
 - (a) The following words and expressions shall have the meanings hereby assigned to them:

“CEP” means provision of courier, express and parcel services;

“Domestic CEP Licence” means a licence to provide domestic courier, express and parcel services in Brunei Darussalam;

“Government” means the Government of Brunei Darussalam;

“Licensee” means the person to who the Authority has granted this Licence;

“Postal Article” means any articles or thing transmissible by post, but does not include such article or thing as the Authority may prescribe to be not transmissible by post;

“Postal Services Act” means the Postal Services Act, Chapter 271 made under Article 83(3) of the Constitution of Brunei Darussalam, and includes any subsequent amendments thereto; and

“Services” means the postal services specified in Schedule A of this Licence.
 - (b) Any word or expression which is not otherwise defined in this Licence shall have the meaning assigned to it in the Postal Services Act.
 - (c) Words importing the singular shall include the plural and *vice versa*.
 - (d) Any reference to the Postal Services Act shall include all regulations made thereunder.
 - (e) Any reference to a person shall include natural and legal persons.
 - (f) Any reference to monetary amounts shall be deemed to be denominated in Bruneian Dollars.
 - (g) Any reference to any Guidelines, Codes, framework or other rules or documents promulgated by the Authority shall be read as a reference to such as may be amended from time to time.
2. The titles to the provisions of this Licence are for convenience of reference only and shall not in any way affect the interpretation of this Licence.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SAMPLE

**SCHEDULE A:
POSTAL SERVICES PROVIDED BY [COMPANY NAME]**

1. Postal services and services incidental thereto

1.1 The Services provided shall be as stated in the Licensee's licence application to the Authority on [date of application] and shall include:

a. Provision of Courier, Express and Parcel Services

The Licensee shall provide domestic courier and express services in Brunei Darussalam for items not exceeding 20kg in weight, subject to any applicable minimum tariff, in accordance with the terms and conditions prescribed in or required by the Postal Services Act, the Licence and/or applicable codes of practice, guidelines, directions and other instruments which the Authority may issue from time to time.

[END OF DOCUMENT]