

**LICENCE TO PROVIDE POSTAL SERVICES
GRANTED BY
THE AUTHORITY FOR INFOCOMMUNICATIONS TECHNOLOGY INDUSTRY OF BRUNEI
DARUSSALAM (AITI)
TO
[NAME OF PUBLIC POSTAL LICENSEE]**

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

ISSUED ON [DATE]

TABLE OF CONTENTS

PART I: THE LICENCE

1. GRANT OF LICENCE AND DESIGNATION AS PUBLIC POSTAL LICENSEE

PART II: CONDITIONS OF GRANT

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

PART III: SERVICE OBLIGATIONS

- 7. PROVISION OF INTERNATIONAL SERVICES**
- 8. PROVISION OF DOMESTIC SERVICES**
- 9. POSTING BOXES AND POST OFFICES**
- 10. POSTAGE STAMPS**
- 11. FRANKING MACHINE IMPRESSIONS**
- 12. LICENSEE'S IDENTIFIER MARK**
- 13. GUIDELINES ON IMPRESSION, STAMP AND IDENTIFIER MARK DESIGN**
- 14. POSTAL CODES**
- 15. MISUSE OF POSTING BOXES**
- 16. ACCESS TO P.O. BOXES**
- 17. ACCESS TO LETTER BOXES**
- 18. ACCESS TO THE LICENSEE'S POSTAL FACILITIES**
- 19. PUBLICATION OF INFORMATION**
- 20. PROCEDURES FOR HANDLING COMPLAINTS**
- 21. COMPENSATION FOR LOSS OR DAMAGE TO POSTAL ARTICLES**
- 22. SAFETY AND SECURITY**
- 23. PRICE CONTROL, TARIFFING ARRANGEMENTS AND QUALITY OF SERVICE STANDARDS**
- 24. PROHIBITED POSTAL ARTICLES**
- 25. PROCEDURES FOR HANDLING UNDELIVERABLE ITEMS**
- 26. CONFIDENTIALITY OF CUSTOMER INFORMATION**
- 27. CONTRACTS WITH THIRD PARTIES TO OPERATE OR PROVIDE THE SERVICES**
- 28. RESTRICTION ON UNDUE PREFERENCE AND UNDUE DISCRIMINATION**
- 29. RESTRICTION AGAINST ANTI-COMPETITIVE AGREEMENTS AND ARRANGEMENTS**
- 30. RESTRICTION ON EXCLUSIVE AGREEMENTS OR ARRANGEMENTS FOR INTERNATIONAL SERVICES**

PART IV: OTHER REQUIREMENTS FOR COMPLIANCE

- 31. OWNERSHIP, SHAREHOLDING AND MANAGEMENT ARRANGEMENTS**
- 32. PROVISION OF INFORMATION TO THE AUTHORITY**
- 33. INSPECTION**
- 34. NATIONAL EMERGENCY AND SECURITY**
- 35. ACCOUNTING PRINCIPLES**
- 36. COMPLIANCE WITH LAWS AND REGULATIONS**
- 37. COMPLIANCE WITH INTERNATIONAL OBLIGATIONS**
- 38. LINK UP WITH INTERNATIONAL POSTAL ADMINISTRATIONS**
- 39. CODES OF PRACTICE AND GUIDELINES**
- 40. DIRECTIONS BY THE AUTHORITY**
- 41. DISPUTE RESOLUTION**

PART V: MODIFICATION, SUSPENSION AND TERMINATION

- 42. MODIFICATION OF LICENCE**
- 43. IMPOSITION OF PENALTY, SUSPENSION OR CANCELLATION**
- 44. TERMINATION OF LICENCE OR SERVICE**
- 45. RIGHTS UPON SUSPENSION, CANCELLATION OR TERMINATION**

PART VI: GENERAL CONDITIONS

- 46. EXCEPTIONS AND LIMITATIONS ON OBLIGATIONS**
- 47. INCORPORATION OF SCHEDULES**
- 48. GOVERNING LAW**
- 49. SERVICE OF NOTICES**
- 50. SEVERABILITY**

SCHEDULE OF INTERPRETATION

SCHEDULE A: POSTAL SERVICES PROVIDED BY [NAME OF PUBLIC POSTAL LICENSEE]

**LICENCE TO PROVIDE POSTAL SERVICES
GRANTED BY THE AUTHORITY FOR INFOCOMMUNICATIONS TECHNOLOGY INDUSTRY OF
BRUNEI DARUSSALAM (AITI)
TO
[NAME OF PUBLIC POSTAL LICENSEE]**

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

PART I: THE LICENCE

1. Grant of Licence and Designation as Public Postal Licensee

- 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 [Name of Public Postal Licensee] on [date] to undertake the activities and/or services specified in Schedule A of the Licence in Negara Brunei Darussalam (hereinafter, the “Services”).
- 1.2 Pursuant to Section 9 of the Postal Services Act, the Authority has exercised its power to designate [Name of Public Postal Licensee] as a Public Postal Licensee (hereinafter, the “Licensee”) to perform all or any of the functions relating to the provision of postal services within the exclusive privilege of the Authority under the Postal Services Act.

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 fifteen (15) years, unless suspended or cancelled by the Authority in accordance with Condition 43 or terminated by the Licensee in accordance with Condition 44 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. Licence Application Proposals

- 3.1 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.

4. Payment of Licence Fees

- 4.1 The Licensee shall pay to the Authority an annual licence fee which is B\$2,200.00 at fixed rate based on the provision of the Services. The annual licence fee is payable in advance of the Licence period.
- 4.2 The Authority shall forfeit the fees payable under Condition 4.1 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.

- 4.3 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.

5. No Assignment, Transfer, Etc. Without Approval

- 5.1 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.
- 5.2 Any approval under Condition 5.1 shall be given subject to such terms and conditions as the Authority may at its discretion impose.

6. Description of the Services

- 6.1 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.
- 6.2 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.
- 6.3 Notwithstanding Condition 6.1, in the event the Authority agrees to an amendment to Schedule A proposed by the Licensee under Condition 6.2, the amendment shall, subject to any mutual agreement, take effect immediately upon the Authority's written notification to the Licensee.
- 6.4 In Conditions 6.1 and 6.2, "licensable postal service" means a postal service that may only be provided pursuant to a licence issued under the Postal Services Act.

PART III: SERVICE OBLIGATIONS

7. Provision of International Services

- 7.1 The Licensee shall take all reasonable steps to provide to any person in Brunei Darussalam international postal services in association with other postal administrations worldwide, unless the Authority is satisfied that it would be unreasonable for the Licensee to do so.

8. Provision of Domestic Services

- 8.1 The Licensee shall provide the Services specified in Schedule A to any person in Brunei Darussalam who requests the provision of such Services.
- 8.2 The Licensee shall deliver postal articles that are addressed to any person or premises at a valid address in Brunei Darussalam which the Licensee has accepted for delivery under this Licence.

9. Posting Boxes and Post Offices

- 9.1 The Licensee shall, subject to such directions as the Authority may from time to time give, provide and maintain posting boxes and post offices throughout Brunei Darussalam.

10. Postage Stamps

- 10.1 The Licensee shall, subject to such directions as the Authority may from time to time give, cause postage stamps to be provided in accordance with Section 21 of the Postal Services Act.

11. Franking Machine Impressions

- 11.1 The Public Postal Licensee shall obtain the Authority's approval for the designs of its prepaid impressions before commercial launch or announcement of such impressions.

12. Licensee's Identifier Mark

- 12.1 The Licensee shall mark all [postal articles] being conveyed by the Licensee under this Licence with an identifier mark that complies with Condition 12.3 and is registered with the Authority under Condition 12.3. The identifier mark may be affixed to or impressed or printed on the envelope or packaging of the [postal articles] being so conveyed.

- 12.2 For the purposes of Condition 12.1, an identification mark:

- (a) may, subject to any other applicable laws, comprise any name, logo mark or design that uniquely identifies the Licensee;
- (b) shall clearly indicate to members of the public that the [postal articles] bearing the mark have been handled by the Licensee for the purpose of being conveyed under this Licence; and
- (c) shall comply with any other requirements set out by the Authority from time to time in writing.

- 12.3 The Licensee shall submit its identifier mark for registration by the Authority not less than [one (1) month] before use. The Authority may, as it deems appropriate, reject a mark submitted for registration or deregister a registered mark and shall notify the Licensee accordingly in writing. Upon any such notification, the Licensee shall cease using such mark for the purposes of Condition 12.1. For the avoidance of doubt, a Licensee shall not provide any postal services for the conveyance of [postal articles] under this Licence until

and unless its identifier mark is registered and continues to be registered with the Authority under this condition.

- 12.4 The Licensee shall publish its identifier mark, as accepted for registration by the Authority under Condition 12.3, for public information.

13. Guidelines on Impression, Stamp and Identifier Mark Design

- 13.1 The Licensee shall comply with any practices, principles and requirements as may be set out in guidelines on impression, stamp and identifier mark design established and issued by the Authority from time to time.

14. Postal Codes

- 14.1 The Licensee shall establish and maintain the postal code system of Brunei Darussalam subject to such directions as the Authority may give from time to time and shall comply with the rules and regulations relating to the postal code system. Any changes, revisions or modifications to the postal code system of Brunei Darussalam, shall be subject to the prior approval of the Authority.

- 14.2 The Licensee shall provide, on request to any person, the postal codes of Brunei Darussalam on a just and reasonable, non-discriminatory basis and in a timely manner. The Licensee shall obtain the Authority's prior written approval on any charges it intends to levy for the provision of the postal codes of Brunei Darussalam and shall comply with any conditions imposed by the Authority for such approval.

15. Misuse of Posting Boxes

- 15.1 The Licensee shall not place any [postal articles] that it has received for delivery under this Licence into another postal licensee's posting box for delivery by that postal licensee except with valid payment or by agreement with that licensee.

16. Access to P.O. Boxes

- 16.1 The Licensee must provide other persons holding a postal licence with sufficient access to its P.O. boxes so as to enable the other person to deliver [postal articles] to its P.O. boxes. Such access must be provided in an efficient, timely and non-discriminatory manner. The Authority reserves the right to require the Licensee to obtain the Authority's prior written approval on any charges, terms and conditions it intends to impose on other postal licensees for the access to its P.O. boxes in respect of such access to its P.O. boxes.

- 16.2 In Condition 16.1, "P.O. box" includes a mailbox provided by the Public Postal Licensee at a post office or any other premises.

17. Access to Letter Boxes

- 17.1 The Licensee shall comply with any codes of practice or guidelines issued by the Authority relating to access to letter boxes and the maintenance and accountability of letter box keys issued to the Licensee.

- 17.2 The Licensee shall not allow any unauthorised person to have access to any letter box keys in its possession.

18. Access to the Licensee's Postal Facilities

- 18.1 The Authority reserves the right to require the Licensee to provide other postal licensees with access to the Licensee's postal facilities in Brunei Darussalam [for the conveyance of postal articles].

19. Publication of Information

- 19.1 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.
- 19.2 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 articles, and such other information as the Authority may require the Licensee to publish from time to time.

20. Procedures for Handling Complaints

- 20.1 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.

21. Compensation for Loss or Damage to Postal Articles

- 21.1 The Licensee shall establish, maintain and comply with adequate and appropriate policies for compensation for loss or damage to [postal articles] 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.]
- 21.2 In the event that the Licensee is determined to be responsible for the loss or damage to [postal articles] conveyed by the Licensee, the Licensee shall be liable to pay compensation within one (1) month from the date of determination.

22. Safety and Security

- 22.1 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.
- 22.2 The Licensee shall establish, maintain and comply with appropriate measures and procedures to ensure that the risk of loss, theft and damage to [postal articles] received by the Licensee for delivery under this Licence, whether occurring during the receiving, collecting, sorting, sending, despatching or delivery of such [postal articles] by the Licensee, is minimised.
- 22.3 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.

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

23.1 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.

23.2 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.

23.3 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.

24. Prohibited Postal Articles

24.1 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.

25. Procedures for Handling Undeliverable Items

25.1 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.

25.2 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.

26. Confidentiality of Customer Information

26.1 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.

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

27.1 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 5.1, the Licensee shall seek the Authority's approval for the joint venture, association, contract or arrangement in question.

28. Restriction on Undue Preference and Undue Discrimination

28.1 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.

29. Restriction Against Anti-Competitive Agreements and Arrangements

29.1 The Public Postal 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 Public Postal Licensee's postal operations or Services or any other postal services licensed by the Authority.

30. Restriction on Exclusive Agreements or Arrangements for International Services

30.1 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.

30.2 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.

30.3 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

31. Ownership, Shareholding and Management Arrangements

31.1 The Licensee shall notify the Authority in writing [within seven (7) calendar 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.

32. Provision of Information to the Authority

32.1 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 but not limited to, 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.

32.2 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.

32.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by the Authority pursuant to Condition 32, as well as the fact that the Authority has requested for such document and/or information.

32.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 32 as the Authority deems fit. Where the Authority proposes to disclose any document or information obtained pursuant to Condition 32 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.

33. Inspection

33.1 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.

34. National Emergency and Security

34.1 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.

34.2 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.

34.3 The Licensee shall, unless otherwise expressly notified in writing, keep in strict confidence any information or document pertaining to Condition 33 as well as the fact that the Authority has requested the Licensee to participate in such emergency activities and preparations.

34.4 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) month before such change is intended to be implemented.

35. Accounting Principles

35.1 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.

- 35.2 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.

36. Compliance with Laws and Regulations

- 36.1 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.

- 36.2 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.

37. Compliance with International Obligations

- 37.1 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.

- 37.2 The Authority shall notify the Licensee in writing from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 37.1 applies for its compliance.

38. Link Up with International Postal Administrations

- 38.1 The Licensee shall:
- (a) provide transit mail services to and from other postal administrations in accordance with the rules and regulations agreed upon by the Universal Postal Union; and
 - (b) comply with the provisions of the Universal Postal Union on the operations of the international outgoing mail and parcel services.

39. Codes of Practice and Guidelines

- 39.1 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.

40. Directions by the Authority

- 40.1 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.

- 40.2 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 40.1.

- 40.3 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.

41. Dispute Resolution

- 41.1 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

42. Modification of Licence

- 42.1 Without prejudice to Condition 6.3, the Authority may, in accordance with Section 10 of the Postal Services Act, modify any of the conditions of this Licence.

43. Imposition of Penalty, Suspension or Cancellation

- 43.1 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.

44. Termination of Licence or Service

- 44.1 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.

45. Rights Upon Suspension, Cancellation or Termination

- 45.1 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

46. Exceptions and Limitations on Obligations

- 46.1 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.

47. Incorporation of Schedules

- 47.1 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 Schedules.

48. Governing Law

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

49. Service of Notices

- 49.1 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.

50. Severability

- 50.1 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.

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:

“Government” means the Government of Brunei Darussalam;

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

“Postal Services Act” means the Postal Services Act, (Cap. 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.

**SCHEDULE A:
POSTAL SERVICES PROVIDED BY [NAME OF LICENSEE]**

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 dated [date].

1.2 Provision of the Services by the Licensee shall commence on [date].

2. Provision of Universal Postal Services

2.1 The Licensee shall:

- (a) provide universal postal services throughout Brunei Darussalam for letter items not exceeding 2kg in weight and parcels not exceeding 20kg in weight in accordance with Schedule [A] of this Licence;
- (b) provide and maintain a network of posting boxes and post offices throughout Brunei Darussalam in accordance with the requirements as determined by the Authority;
- (c) commission, publish, and sell philatelic products in accordance with the requirements under the Postal Services Act; and
- (d) act as the operator responsible for the provision of international [inbound and outbound postal services] in accordance with the rules and regulations agreed upon by the Universal Postal Union.

3. Provision of Courier and Express Services

3.1 The Licensee shall:

- (a) provide domestic courier and express services in Brunei Darussalam for items not exceeding 20kg in weight, subject to any applicable minimum tariff; and
- (b) provide inbound and outbound international courier and express services to and from Brunei Darussalam for items not exceeding 20kg in weight,

in accordance with all the terms and conditions prescribed in or required by the Postal Services Act, the Licence, applicable codes of practice, guidelines, directions, and all other instruments which the Authority may issue from time to time.