

# Parcel Services Customer Guide Amendment No. 9

## Effective July 15, 2021

This amendment forms part of your Parcel Services Agreement with Canada Post and amends the *Parcel Services Customer Guide* of April 15, 2021, in accordance with the applicable effective date. All other terms and conditions remain the same. Keep this amendment with your copy of the Guide.

The revised version of the *Parcel Services Customer Guide*, which includes the amended information, will be available on the effective date of this amendment at [canadapost.ca/parcelservices](https://canadapost.ca/parcelservices).

### Prepaid products and Xpresspost Certified

#### 4.3 Prepaid products

We replaced the title of the Xpresspost Prepaid envelopes (bubble) within Canada table and the footnote with the following:

##### Xpresspost Prepaid bubble envelopes (plastic) within Canada

Size	Zone*	Dimensions	Article number††	Maximum weight
Small	Regional	247 mm x 190 mm (9¾ in. x 7½ in.)	102208	500 g (1.1 lb.)
Small	National	247 mm x 190 mm (9¾ in. x 7½ in.)	102209	500 g (1.1 lb.)
Large	Regional	400 mm x 292 mm (15¾ in. x 11½ in.)	102210	1.36 kg (2.9 lb.)
Large	National	400 mm x 292 mm (15¾ in. x 11½ in.)	102211	1.36 kg (2.9 lb.)

\* Refer to section 2.5 for details on how we define zones within Canada.

† Prepaid envelopes with pre-affixed shipping label.

\*\* Prepaid envelopes without a pre-affixed shipping label, for use with Canada Post's Electronic Shipping Tools (EST) or a customer-developed/third-party shipping system.

†† Prepaid bubble envelopes (plastic) with pre-affixed shipping label.

### ABCs of shipping

#### 6.7 Fuel and special handling surcharges

We replaced the first and second paragraphs with the following:

Canada Post may apply surcharges to some items, including the following:

- non-standard sizes, dimensions, weight or packaging;
- fuel costs;



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- deposits during a peak period;
- other factors that may affect Canada Post's costs or operations.

## Pricing, payment and general terms and conditions

### 8.2 Paying for Your Mailing

In section 8.2.1.5 Manage My Accounts, we replaced the paragraph with the following:

You can manage your accounts at [canadapost.ca](http://canadapost.ca). Contact the Credit Management Group at 1-800-267-7651 to do so. Once you have access, you will be able to view the status of your accounts and make payments online.

### 8.3 General Terms and Conditions

In section 8.3.1 Definitions, we replaced the entire section, with the following:

1.1 “**Affiliate**” means an affiliated body corporate as defined by the *Canada Business Corporations Act*, as amended from time to time.

1.2 “**Agreement**” has the meaning set out in section 8.3.14.

1.3 “**Agreement Year**” means twelve (12) consecutive calendar months falling between two (2) anniversary dates.

1.4 “**Applicable Published Prices**” means, with respect to each Product and Service, the applicable prices, including any applicable fees, charges or surcharges, and less any applicable rebates, set by Canada Post and in effect at the time of mailing, as published and/or made available by Canada Post for general application to its customers, as amended from time to time.

1.5 “**Authorized User**” means a party designated by the customer and who is approved by Canada Post to have access to the Products and Services offered under this Agreement. Unless otherwise specified in this Agreement, an authorized user has full access to the Products and Services offered under this Agreement.

1.6 “**Business Day**” means a day other than Saturday, Sunday, a statutory holiday and any day normally observed as a holiday by Canada Post.

1.7 “**Customer-Developed/Third-Party Shipping System**” means software approved by Canada Post, which allows for automated preparation of shipping documentation, including labels, and contains other features to facilitate shipping with Canada Post, and which is further described at [canadapost.ca/elinkprogram](http://canadapost.ca/elinkprogram).

1.8 “**Customer Guide**” means the document of the same name issued by Canada Post for each of the Products and Services, as amended from time to time.

1.9 “**Electronic Shipping Tools (EST)**” means the software system made available under licence by Canada Post, which allows for automated preparation of shipping documentation, including labels, and contains other features to facilitate shipping with Canada Post, and which is further described at [canadapost.ca/est](http://canadapost.ca/est).



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1.10 **“Electronic Goods”** means electronic devices or their mechanisms, memory and all ancillary or related data storage devices, including but not limited to computers, televisions, tablets, cellular phones, smartwatches, audio equipment, media recording devices, cameras, camcorders, GPS and car audio equipment.

1.11 **“Fragile Items”** means items of an inherently fragile nature such as, but not limited to, glass, framed glass, mirrors, crystal, ceramics, pottery, porcelain, china, perishable items or items requiring refrigeration or temperature-controlled transport.

1.12 **“Item”** means a single Item or mail piece prepared and mailed using one of the Products and Services in accordance with this Agreement.

1.13 **“Peak Period”** means a period of time during which the overall volume of Items deposited by Canada Post customers is likely to be higher than at other times, as determined by Canada Post. Peak Period includes, but is not limited to, the two to four month-long period beginning in October or November every year (as the case may be), with the specific dates as stipulated by Canada Post.

1.14 **“Peak Surcharge”** means a surcharge, as determined by Canada Post from time to time, applicable to Items deposited by the Customer under this Agreement during a Peak Period.

1.15 **“Products and Services”** means any of the Products and Services, with the exception of the Priority Worldwide service, offered for sale as described in the *Canada Postal Guide* or other Canada Post publication of application to commercial customers generally, including the applicable Customer Guide.

1.16 **“Supplier”** means a party approved by Canada Post to act as payor for the Products and Services consumed by a third party.

1.17 **“Supplier-Account”** means money held in trust for, or credit extended by a Supplier to a third party to pay for Products and Services consumed by the third party.

1.18 **“Subsidiary”** means a subsidiary body corporate as defined by the *Canada Business Corporations Act*, as amended from time to time.

1.19 **“Term”** means the period set out in the Customer Guide for each Product or Service.

1.20 **“Volume Allocation”** means a limit set by Canada Post on the volume of Items that the Customer may deposit under this Agreement. A Volume Allocation may apply to the volume of Items (a) in a single deposit, (b) over a prescribed period of time and/or (c) as otherwise stipulated by Canada Post.

1.21 **“Volume Surcharge”** means a surcharge, as determined by Canada Post from time to time, applicable to any Items deposited by the Customer under this Agreement that exceed a Volume Allocation.

1.22 **Other terms** not specifically defined in this Agreement have the meanings defined in the applicable Customer Guide, the *Canada Postal Guide* or other Canada Post publication of application to customers generally.



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In section 8.3.6 Surcharges, we modified the title and replaced the entire section with the following:

### **Surcharges, Peak Periods and Volume Allocations**

6.1 Items mailed under this Agreement are subject to all applicable surcharges and fees, including the surcharges and fees described in sections 6.5.1 and 6.7 of the Customer Guide.

6.2 Receiving postal administration or designated operator surcharge:

The customer agrees to reimburse Canada Post for any incremental terminal dues costs such as, but not limited to, bulk mail and remail charges that are applied by the receiving postal administration or designated operator, as specified in the Universal Postal Union Convention.

6.3 Without limiting any of its rights under this Agreement, Canada Post may, upon thirty (30) days' notice (a) stipulate one or more Peak Periods, (b) implement Volume Allocations, Volume Surcharges and/or Peak Surcharges; or (b) modify existing Volume Allocations, Volume Surcharges and/or Peak Surcharges.

6.4 Canada Post may amend the surcharges and fees described in this section 8.3.6 immediately upon notice (except for Peak Surcharges, for which Canada Post will give the notice specified in section 8.3.6.3 above).

6.5 Notwithstanding anything else in this Agreement, Canada Post may deliver notices under this section 8.3.6 by posting them on Canada Post's website at **canadapost.ca/notice**, **canadapost.ca/parcelservices** or such other webpage that Canada Post may designate from time to time.

In section 8.3.21.10 On-Time Delivery Guarantee – Claims for Delay, we replaced the third paragraph with the following:

Under the On-Time Delivery Guarantee for Priority, Xpresspost and Expedited Parcel within Canada, a claim for delay may only be submitted and will only be paid if, during a Peak Period, an item sent by one of these three services is delivered two or more business days after the published delivery standards. The start and end dates for a Peak Period will be posted to **canadapost.ca/notice** when available.

In section 8.3.23 Notices under "23.1", we replaced the paragraph with the following:

Any Notice given by either party shall be in writing and delivered personally, by Registered Mail™, by Priority™, by Xpresspost™ or by Expedited Parcel™. Alternatively, for Notices (a) under section 8.3.6 of this Customer Guide and/or (b) relating to Amendments to the Agreement, Canada Post may provide the Notice via email to the customer or by posting the Notice at **canadapost.ca/notice**, **canadapost.ca/parcelservices** or such other webpage that Canada Post may designate from time to time.



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