



POSTAL NOTIFICATION **Conditions for Renting Private Post Boxes (P.P.B.)**

The Director of the Department of Postal Services, by virtue of Order no. 135 of 1999 on Post Offices (Installation of Private Post Boxes), published in the Official Gazette of the Republic No. 3334 of the 25th June 1999, wishes to notify that the conditions that regulate the rental of Private Post Boxes (P.P.B.) are the following:

1 General Conditions

- 1.1.** The annual rent for P.P.B. is subject to review from time to time. The rent is prepaid and is calculated from the beginning of every calendar quarter until the 31st December every year. The Director of the Department retains the right to amend the method of calculating the rent. For purposes of paying the rent, any part of the calendar quarter is deemed an entire quarter. For P.P.B. at Post Offices in resort areas, the rent is prepaid every quarter; any part of the quarter is deemed, for purposes of payment of rent, as an entire quarter.
- 1.2.** In the event of the rental period of a P.P.B. expiring, the lessee may renew the same until the 31st January of the following year. If the 31st January is a holiday, the renewal day is transferred to the next immediate working day. From the 1st February and thereafter, the lessee may renew the rental by paying the rent for the P.P.B. and a **surcharge amounting to €10**. However, the Department of Postal Services shall not be obliged to hold the P.P.B. in the name of the lessee from the 1st March, but may rent the same to another interested person.
 - 1.2.1** P.P.B. may be renewed throughout the entire year.
- 1.3.** During the rental period, the lessee shall be provided with two keys from the Department of Postal Services and is obliged to pay, in addition to the rent payable for the P.P.B., the charges, as determined by the Director of the Department of Postal Services, for the purchase of the keys/lock.
- 1.4.** The Department of Postal Services has the right to demand that persons or companies that are trading under two or more business names, to rent a separate P.P.B for each business name. Furthermore, the Department may demand that any group of companies with a common administration, rent a separate P.P.B. for every company or unit of the group.
- 1.5.** Applications for the rental of P.P.B. must be submitted (a) on a special form to the Person in charge of the local Post Office, who will examine such applications and shall arrange the collection of the fees so

determined or (b) in any other manner determined by the Director of the Department.

- 1.6. The Department of Postal Services has the right to refuse the rental or renewal of the rental of a P.P.B. to any person without any obligation to disclose the grounds for such refusal.
- 1.7. In the event it is ascertained that any person has given false information, the Director of the Department of Postal Services has the right to terminate the rental.
- 1.8. For the first rental of P.P.B., the Department of Postal Services undertakes to forward the lessee's correspondence from the previous postal address to the P.P.B. for a period of three months, free of charge.

2 Lessees' obligations

- 2.1 When renting P.P.B. the lessees are obliged to state the address of the place of work and residence, the number of their landline or mobile telephone and the details of their identity. In the case of legal persons, the applications must bear their seal, the full name of the person signing and the certificate of registration.
- 2.2 All postal objects destined for distribution to P.P.B. must bear the number of the P.P.B. and the respective postal code.
- 2.3 In the event of losing one and or both keys of the P.P.B. or in the event of damage to the lock, the lessee is obliged to report this to the Person in Charge of the local Post Office immediately in order to repair and/or replace the lock and supply the lessee with new keys, if this is deemed necessary. In such cases, the lessee is obliged to pay all the relevant costs if it appears that he is responsible for the loss of the keys and the damage or wear and tear to the lock.
- 2.4 In the event of abandoning the P.P.B., the rent, which has been prepaid for a period of over one year, may be returned to the lessee upon his application for an amount equal to the rent that corresponds to a full year(s) upon the condition that at least one month's notice has been given of the intent to abandon the P.P.B.
- 2.5 In the event of abandoning the P.P.B., the correspondence shall be returned without further notice to the senders, unless the lessee of the P.P.B. submits an application on Form P.O.1 to forward their correspondence to a new address for a maximum period of three months and pays the requisite fees.

3 Prohibitions

- 3.1** Applications to rent P.P.B. to persons who state non-existent persons or pseudonyms shall not be approved; if this is ascertained after renting out the P.P.B., then the lessee is automatically deprived of the right to possess and use the P.P.B.
- 3.2** One or more natural or legal persons are prohibited from renting the same P.P.B. The use of the P.P.B. is restricted to the interested person and to members of his family or to the lessee's personnel, unless they constitute a partnership or business name which shall be deemed as the lessee of the P.P.B. Placing correspondence other than the above shall be carried out with the written authorisation of the lessee of the P.P.B.
- 3.3** Correspondence addressed to persons who are not the lessees of the P.P.B. may be delivered to the proper recipients with the approval of the interested lessee and the Director of the Department of Postal Services.
- 3.4** The lessees are not allowed to make or use keys other than those supplied by the Department of Postal Services. Furthermore, no repair to P.P.B., locks or keys shall be carried out by the lessees themselves.
- 3.5** P.P.B. shall not be rented to persons who have lost the right to rent P.P.B. on the basis of paragraphs 3.1 and 5.2.

4 Transfer

Transferring a P.P.B. from one lessee to another is prohibited without the prior approval of the Director of the Department of Postal Services. The Director may also approve the non-payment of additional rent by a new lessee provided the rent has been paid by the previous lessee.

5 Collecting correspondence

- 5.1** Correspondence may be collected throughout the day.
- 5.2** In the event correspondence is accidentally placed in another P.P.B. for whatever reason, the lessee is obliged to return such correspondence immediately to the Department of Postal Services with a suitable written indication or explanation on the front side of the envelope. Once the Department of Postal Services is convinced that the lessees have shown negligence or omitted to take the steps to return such correspondence immediately, then they shall be automatically deprived of the right to rent and use P.P.B., and at the same time are subject to a fine or a term of imprisonment or to both, at the discretion of the Court, in accordance with the provisions of the Law on Regulating Electronic Communications and Postal Services, **112(I)/2004 (section 150 para. 16)**.

- 5.3** The use of P.P.B. is exclusively restricted to receiving correspondence that circulates between one Post Office and another.
- 5.4** In exceptional circumstances (loss of keys, non operation of locks etc), the correspondence in P.P.B. may be delivered to the lessees temporarily, until the lock is replaced or the damage repaired, from the service counters at the local Post Office, if the interested lessees apply for this purpose to the person in charge of the local Post Office.
- 5.5** In the event the lessee does not collect his correspondence for a period of three months, the same shall be returned as uncollected to the senders without any further notification. If there is no sender's address, the correspondence shall be forwarded to the department of undelivered mail for further processing.
- 5.6** If the lessee wishes his correspondence to be held for a period in addition to three months, he must apply in writing to the Director of the Department and pay the special fee, amounting to €5 for every month or part thereof.

6 Liability of the Department of Postal Services

The Department of Postal Services bears no liability for any damage that may be caused to the lessee's P.P.B. as a result of a mistaken classification or delay in delivering correspondence through the P.P.B.

7 Review of conditions

If deemed necessary, the present conditions may be subject to review from time to time and any such review shall apply for every P.P.B. rented in accordance with the present conditions.

The present conditions replace the conditions published in the Official Gazette of the Republic no. 4081 dated 24th February, 2006 (R.A.I. 75/2006)

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