



# **EXECUTIVE REGULATION OF THE POSTAL SERVICES REGULATORY LAW**

**November 2013**

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**His Majesty Sultan Qaboos Bin Said**

## **Decision No. (89/2013)**

### **Issuing the Executive Regulation of the Postal Services Regulatory Law**

Pursuant to the Postal Services Regulatory Law issued by the Royal Decree No. (71/2012) and the Authority's Board of Directors approval on 25th September 2013 in Board Meeting No. (5/2013).

Based on the exigencies of the public interest,

**It is decided**

#### **Article (1)**

The annexed provisions shall have effect in relation to the Executive Regulation of the Postal Services Regulatory Law.

#### **Article (2)**

Any provision contradicting or conflicting with the provisions of the attached Regulation is hereby repealed.

#### **Article (3)**

This Decision shall be published in the Gazette and shall come into force from the date following its publication.

**Mohammed bin Hamed AL Rumhi**  
**Board Chairman**

**Issued on: 14th Muharram 1435 A.H.**  
**Corresponding to: 18th November 2013.**

# Executive Regulation of the Postal Services Regulatory Law

## Chapter I

### Definitions and general provisions

#### Article (1)

In the application of the provisions of this Regulation, the terms and expressions used herein shall have the same meanings set forth in the Postal Services Regulatory Law and the following terms and expressions shall have the meanings assigned to each of them unless the text otherwise requires:

1. **“The Law “**: Postal Services Regulatory Law;
2. **“The Executive President “**:Executive President of the Telecommunications Regulatory Authority;
3. **“The Committee “** : Dispute Resolution Committee set out in Article (66) of this Regulation;
4. **“The Postal Access Location”** : A place determined by the postal service provider other than post offices, in which the service is provided primarily or partially, whether this place is a movable or immovable property;
5. **“The Special Drawings Rights (SDRs)”**: An international unit-of-account between the members of the Universal Postal Union, defined by the International Monetary Fund.

## **Article (2):**

### **The sender of a postal article shall consider the following:**

- a) The postal article must be made-up and packed appropriately for the contents and the distances it has to travel, to a standard which will protect the content, prevent damaging other postal articles and ensure the health and safety of postal employees.
- b) The envelope or wrapping may bear only one recipient's name and one address.
- c) Weights and dimensions shall be within the limits specified by the Authority.
- d) Postal articles shall not contain materials that their circulation is prohibited by relevant international agreements, regulations and rules in force in the Sultanate

## **Article (3)**

The value of the valuables contained in each insured postal article shall not exceed one thousand Omani Riyals, and such content shall be disclosed to the postal service provider and insured for an amount equivalent to its actual value.

## **Article (4)**

The postal article is delivered to the addressee or his associate or any other person that can receive the postal materials in the ordinary course of business, and shall be deemed delivered to the addressee upon placing the same in the mailbox which its number is provided on the postal article.

### **Article (5)**

If the consignee refuses to receive the postal article, the sender shall be notified of the same and requested to collect the returned postal article within one month at the most. If the sender refuses to accept the returned postal article or fails to attend within the specified time, the article shall be logged in a record that has been specifically designated for this purpose, and shall be opened and disposed of as prescribed for waste articles.

### **Article (6)**

Weights and dimensions of postal articles shall be as detailed in Annex (1) of this Regulation.

### **Article (7)**

Literature for the blind shall be exempt from all postal charges, with the exception of air surcharges, and shall be within the limits laid down in the relevant international conventions.

### **Article (8)**

The Authority may request documentation and information needed to verify compliance of postal service providers with the provisions of the Postal Law, this Regulation and the License terms and conditions.

## **Chapter 2**

### **Licensing**

#### **Article (9)**

**The applicant to obtain license shall meet the following conditions:**

- 1- Shall be Omani national.
- 2- Shall be a business professional in accordance with laws and regulations in force in the Sultanate.
- 3- If the applicant is an agent/sponsor for a foreign company, this company must be registered with the competent authorities in the Sultanate in accordance with their laws or regulations.

#### **Article (10)**

**The application is submitted by the applicant or his agent, enclosing the following documents:**

- 1- Copy of valid ID card or passport.
- 2- Copy of valid Commercial Registration Certificate.
- 3- Trademark Registration Certificate or a proof for the right to use the same.
- 4- Authorized Signatory Specimen approved by Ministry of Commerce and Industry.
- 5- A list of Governorates and Willayats in which the postal services will be provided and branches planned to be opened.

**If the applicant is already providing postal services at the time of application, he shall furnish the following documentation and information:**

- 1- Details about the company branches.
- 2- Details about means of transportation by the company.
- 3- The number of employees in the company.
- 4- A copy of the audited accounts of the company for the last two years.
- 5- A declaration from the applicant that he is aware of the Law and the Regulation and will abide by their provisions and all instructions issued by the Authority.
- 6- Proof of payment of the prescribed fee.
- 7- Bank guarantee for the amount as per the format approved by the Authority.

In all cases, to license the provision of domestic and international express shipping services, the weight of parcel shall not exceed (25) twenty-five kilograms.

### **Article (11)**

Without prejudice to provisions of Articles 9 and 10 of the Regulation, licensing the provision of related services shall be at a request of the company or the licensee submitted to the Authority, enclosing the following:

- 1- A letter addressed to the Authority in which the concerned party is requesting that the company or the licensee provides the service on its behalf.



- 2- A detailed memorandum of the activity or service to be provided.
- 3- A copy of the draft contract to be concluded between the company or the licensee and the concerned party, defining all legal aspects to protect the rights of all parties, in particular, the service beneficiary, and stating the limits of liability and the amount of compensation payable in case of breach of contract provisions.
- 4- A copy of the approval of other bodies that are related to the activity or service to be provided.
- 5- Proof of payment of the prescribed fee.

### **Article (12)**

Without prejudice to Article (10) of the Regulation, the Authority may request any data or documents it deems necessary to decide on the license application.

### **Article (13)**

Without prejudice to the provision of Article (18) of the Postal Services Regulatory Law, the Authority shall examine the license application after receiving the required data and documents, and shall prepare a report thereon and submit the same to the Executive President for issuing the decision.

### **Article (14)**

In the event that a decision was made to cancel or suspend the license issued for any of the postal services providers, the Authority shall notify the service provider of the decision and shall set a time limit for the service provider to liquidate the business that is related to the activity which its issued licensed was canceled or suspended, and shall notify the relevant parties of the referred decision.

### **Article (15)**

In the event that a decision was made to cancel or suspend the license, the service provider shall, after liaising with the Authority, publish the cancellation decision at his own expense in two widely circulated daily newspapers.

### **Article (16)**

The Authority ensures provision of postal services subject to the canceled or suspended license, through other service provider mandated by the Authority. The service provider is selected through a selection process between at least two offers from postal service providers, and the service provider's dues are determined in agreement with the Authority. The cost of the above is deducted from the bank guarantee submitted by the owner of the canceled or suspended license.

## **Chapter 3**

### **Duties of postal services provider**

#### **Article (17)**

The postal service provider shall comply with all duties stipulated in the Law, the Regulation, terms of the license issued to the service provider and other decisions issued by the Authority.

#### **Article (18)**

The postal service provider shall provide licensed services to beneficiaries in accordance with the prescribed tariff and the quality requirements specified by the Authority.

#### **Article (19)**

The postal service provider shall publish detailed information on the licensed postal and related services, quality standards, prescribed tariff and the procedures to be followed to get those services, and shall update the same periodically on a regular basis, using available and possible means, and in particular:

- 1- Placing the information in a prominent place at the reception hall of the post offices and postal service locations.
- 2- Publishing such information on the service provider's website.
- 3- Providing hard copies of such information at post offices and postal service locations.

## **Article (20)**

The postal service provider shall obtain the required approvals from the concerned authorities, and shall pay the prescribed fees and tax in accordance with laws and regulations in force in the Sultanate.

## **Article (21)**

The postal service provider shall keep the records required to exercise the licensed activity, and in particular the following :

- 1- The necessary financial records.
- 2- Waste record.
- 3- Statistical record of incoming and outgoing postal materials.
- 4- Statistical record of related services.
- 5- Beneficiaries' complaints record.
- 6- Record of disputes submitted to the Committee.

## **Article (22)**

The postal service provider is obliged to keep the following documents for the period set forth against each of them:

- 1- Financial documents: five years from the date of editing.
- 2- Non-financial documents: one year from the date of editing.
- 3- Documents related to the facts being investigated criminally or administratively: shall be saved until the end of the investigation and the issuance of final judiciary decisions or judgments thereon.

### **Article (23)**

Postal service provider shall perform regular maintenance for the following:

- 1- Mailboxes.
- 2- Means of transportation in postal services.  
Offices, equipment and systems used in providing postal services.

### **Article (24)**

The postal service provider shall display the license issued to him by the Authority in a conspicuous place at the business location where it can be easily seen and checked by beneficiaries.

### **Article (25)**

The postal service provider shall immediately notify the Authority of any changes made to the data of the license issued to him, or to the business location or its branches.

### **Article (26)**

The postal service provider shall use his own trademark in all transactions and correspondence, and shall refrain from using any name or trademark that he is not authorized to exploit.

### **Article (27)**

The postal service provider shall provide uniform to his employees and notify the Authority of its details. The uniform details shall be announced at the business location.

### **Article (28)**

The postal service provider is obliged to prepare a contract to regulate the procedures for the use of post franking machines and submit the same to the Authority for approval within a period not exceeding six months from the date of license issuance.

### **Article (29)**

The postal service provider shall provide trained staff at the post offices to receive and respond to inquiries, and resolve complaints of beneficiaries.

### **Article (30)**

The postal service provider shall provide a system to track postal items within a period not exceeding one year from the date of license issuance.

### **Article (31)**

The postal service provider shall provide a certificate or a proof of receipt of registered postal articles, parcels, Express Mail, Express shipping, mailing bags and related services.

The receipt or certificate shall indicate the postal service tariff, limits of liability and compensation payable in case of damage or loss or delay.

### **Article (32)**

The postal service provider shall provide at least one car parking lot and facilitated pathway for people with special needs (disabled) in each post office.

### **Article (33)**

The postal service provider shall not cease to provide the Licensed Service, and shall not transfer or close the Postal Access Location or the mailbox, or cancel its subscription, except with a written approval of the Authority after the dates it specifies have completed.

### **Article (34)**

The postal service provider shall cooperate with the employees of the Authority, who have judicial authority, and enable them to exercise their terms of reference prescribed by law and facilitate them to perform their work.

### **Article (35)**

The postal service provider shall obtain a prior written approval from the Authority before any changes to be made to the company ownership that exceeds 20% of its capital value.

### **Article (36)**

The postal service provider shall not change the legal status of the company, except with a written approval of the Authority.

### **Article (37)**

The postal service provider may not transfer the license for proving postal and related services to a third party, except with a written approval of the Authority.

### **Article (38)**

The postal service provider is obliged, within four months of the end of the fiscal year, to submit to the Authority a copy of its annual audited financial accounts in accordance with the international accounting-rate principles in force in the Sultanate, enclosing a report from an independent auditor

### **Article (39)**

The postal service provider shall not, either directly or through an agreement with a third-party, take an action, or refrain from taking an action, for the purpose of having a monopoly over a particular service, or fixing or increasing prices, or dividing-up of beneficiaries, or imposing any restrictions that are against the rules of fair competition.

### **Article (40)**

The postal service provider is obliged to proceed with forwarding the postal article to its destination in the following cases:

- 1- If the postal service provider received the postal article by mistake.
- 2- Without prejudice to provision of Article (43) of the Regulation, If the sender filed a change-of-address order prior to delivery to the addressee.
- 3- Without prejudice to provision of Article (43) of the Regulation, if the addressee requested the postal article to be forwarded to a new place of residence.

In all cases, forwarding seized postal articles is not permissible.



### **Article (41)**

If the postal services provider finds, or if they were sufficient evidence, that the postal article contains any material that its circulation is prohibited by law, he shall report the matter to the concerned authority for any necessary legal action, and must notify the Authority thereof within three (3) working days.

### **Article (42)**

The postal service provider shall enable the employees of the Authority to conduct field visits to post offices and postal service locations, and to carry out the necessary tests to determine the extent of compliance with the quality standards.

The employees of the Authority, who have judicial authority, may enter the post offices and postal service locations and other relevant places to get access to all documents, records and systems that will assist them in performing their work.

## **Chapter 4**

### **Specials services for the sender and addressee**

#### **Article (43)**

The sender may request from the service provider a change-of-address of the postal article at any time prior to delivery to the addressee, and the addressee may request a change-of-address of the postal article at any time prior to receiving it. In both cases the change request is free of charge, unless there is a consequent increase in the value of the tariff for postal service.

#### **Article (44)**

The sender may inquire on the status of a sent postal article free of charge in case of a delay in delivery after due date in the ordinary course of business, and in this case the service provider shall update the sender on the status of the postal article and on the reasons for delay in receiving the same.

#### **Article (45)**

The sender may request to recoup the postal article anytime before its delivery, and in this case the service provider shall return the postal article to the sender upon payment of charges prescribed by the destination country for returning the article to the office of origin or to the office identified for returning the article to the sender.

#### **Article (46)**

The sender may obtain a receipt or a certificate of deposit in lieu of lost one free of charge.

## **Chapter 5**

### **Liability for postal articles**

#### **Article (47)**

Liability of service provider for postal articles commences on the date of receiving the articles at the post office or placing the same in the mailbox. The liability ends upon delivery to the addressee, or upon disposal of the articles in a legal manner.

The postal service provider shall be responsible for civil liability that arises as a result of any loss or damage to postal articles, or disruption or delay of delivery of the same to the addressee. The service provider shall not be held responsible if the above is due to the fault of the sender or his negligence or the nature of the sent article.

#### **Article (48)**

The postal service provider shall be responsible for civil liability that arises as a result of any loss or damage to postal articles, or disruption or delay of delivery of the same to the addressee. The service provider shall not be held responsible if the above is due to the fault of the sender or his negligence or the nature of the sent article.

#### **Article (49)**

The service provider shall be responsible to compensate the sender or the addressee, as the case may be, for damages caused in the cases referred to in Article (48) of this Regulation, and within the limits specified by the relevant international agreements in force in the Sultanate as described in Annex (2) of this Regulation

## **Chapter 6**

### **Maintaining and disposing of waste and seized postal articles**

#### **Article (50)**

The service provider shall keep a record for waste materials to register the details of the postal articles that are classified as waste. The record shall be signed by the responsible officer.

#### **Article (51)**

Waste materials shall be stored in designated places to avoid damaging or harming the content, for sixty (60) days starting from the date following its collection at the post office.

#### **Article (52)**

Waste materials shall be opened upon the expiry of the prescribed storing period by a committee called “Waste Articles Committee” that shall be formed by a decision of the service provider and the Authority shall be notified of the same. The officer responsible of the waste materials record shall be the rapporteur of the Committee. The content of the waste articles shall be logged in this record and signed by the members of this Committee.

### **Article (53)**

The content of waste articles shall be disposed of as follows:

- 1- To be destroyed if the content is without value.
- 2- Money and other valuable documents shall be kept in a safe box, at the request of the owners thereof, for a period of (5) five years commencing from the date they are registered in the waste materials record. If unclaimed by their owners during this period; the principle of estoppel by laches shall apply, and the content shall be handed over to the Authority after deducting a proportion of which would be agreed upon with the Authority as opposed to what the postal service provider incurred as expenses in maintaining the content.

### **Article (54)**

Waste Articles Committee, referred to in Article (52) of this Regulation, shall prepare a report in which procedures followed are documented and signed by the Committee members. The outcome shall be registered in the waste materials record and a copy of the report shall be communicated to the Authority within one week from the date of writing the report.

### **Article (55)**

The service provider shall keep a record for postal articles seized as per the Law, in which details of the seized postal articles and the reasons for seizure are documented. Seized postal articles shall be stored in designated places to avoid damaging or harming the content till the issuance of a judiciary decision on how to dispose thereof. Disposing of seized postal articles shall be as prescribed in the judiciary decision.

## **Chapter 7**

### **Guidelines and principles for adjusting postal services tariff**

#### **Article (56)**

The following guidelines and principles shall apply when revising or adjusting tariff of postal services:

- 1- If the proposed adjustment is based on cost, the details of all cost items must be stated accurately.
- 2- If the proposed adjustment is based on the prevailing prices in the market, the proposed tariff adjustments shall be compared with the prevailing tariffs for similar services.
- 3- If the proposed adjustment is based on comparison between regional and international tariffs, the comparative countries with their applied tariffs must be specified, along with reasons for selecting those countries over others.
- 4- References of data used in the proposal, such as statistics, graphs and tables, shall be identified.
- 5- The fundamental assumptions used in reaching any estimated value shall be stated.
- 6- If the proposed adjustment was made by a request from the service provider; the application shall be enclosed with a copy of the feasibility study or the market analysis adopted for requesting the adjustment and an electronic copy of the submitted documents.

## **Article (57)**

The postal service provider shall take the following considerations into account when a request is made to set the tariff of postal services during promotions:

- 1- Provide a detailed statement of the promotion contents and the technology used in it.
- 2- Specify the term of the promotion and its spatial scope.
- 3- Obtain the approvals required by law from the concerned authorities
- 4- Provide a detailed statement about the components of the proposed tariff during the promotion.
- 5- State the guidelines and principles used as a basis to set the proposed tariff referred to in Article (56) of this Regulation.

## **Article (58)**

When revising or adjusting the tariff of conveying postal articles; the guidelines and principles in force for revising and adjusting the tariff for postal services prescribed in Article (56) of this Regulation shall apply.

## **Chapter 8**

### **Reserved Postal Services**

#### **Article (59)**

The company is the sole provider of the following reserved postal services during the period set forth against each of them in accordance with the conditions of the license issued for it:

- 1- Issuing and marketing postage stamps: five years (from 1/1/2014 to 31/12/2018).
- 2- Collection, clearance, sorting, distribution and delivery of letters weighting up to 250g through appropriate and possible means: one year (from 1/1/2014 to 31/12/2014).
- 3- Collection, clearance, sorting, distribution and delivery of postal parcels weighting up to 5kg through appropriate and possible means: one year (from 1/1/2014 to 31/12/2014).
- 4- Installation of mailboxes for various postal usages: three years (from 1/1/2014 to 31/12/2016).

#### **Article (60)**

If required by the public interest, the Authority may renew the term for providing reserved postal services set out in Article (59) of this Regulation for other period/periods by a decision of the Executive President.



## **Chapter 9**

### **Complaints and disputes**

#### **Article (61)**

The postal service provider shall set up a regulation for the complaints of beneficiaries, which has to be approved by the Authority within six months from the date of license issuance.

#### **Article (62)**

Beneficiaries Complaints Regulation shall include all rules and procedures required to decide on the complaints of beneficiaries, and in particular the following :

- 1- Complaint reporting form.
- 2- Provide beneficiaries with a receipt for receiving the complaint.
- 3- The time limit to respond to the complaint.
- 4- Means to respond to the complaint.
- 5- A statement of the right of the beneficiary to forward the complaint to the Authority in the case the complaint was not resolved within the prescribed period or if the solution provided by the postal service provider is not satisfactory to the beneficiary.

### **Article (63)**

The Beneficiaries Complaints Regulation must be published and announced by the service provider through the following means:

- 1- Placing the Regulation in a prominent place at the reception hall of the post offices and postal access locations.
- 2- Publishing the Regulation along with the articles' tracking system on the service provider's website.
- 3- Providing hard copies of such information at post offices and postal access locations.

### **Article (64)**

The service provider shall maintain a record of beneficiaries' complaints and procedures for resolving them.

### **Article (65)**

The beneficiary may forward the complaint to the Authority in the case the complaint was not resolved within the prescribed period or if the solution provided by the postal service provider is not satisfactory to the beneficiary.

The Authority investigates the complaint and issues a final administrative decision within 30 working days of its submission, and the plaintiff and the service provider shall be notified of the decision issued thereof.

### **Article (66)**

The Committee is formed by a decision of the Executive President and headed by an official from the Authority; whose position not below an executive manager, with membership of two officials whose position not below a manager. The official responsible of the disputes record shall be the rapporteur of the Committee.

The Committee resolves disputes that arise between the postal service providers, or between the service providers and the beneficiaries with regard to application of the provisions of the Law and the Regulation.

### **Article (67)**

The Committee convenes when required to resolve the disputes presented before it, and issues decisions by majority vote. In case of an equality of votes, the Committee Head shall have a casting vote.

### **Article (68)**

The dispute is presented before the Committee at a request of stakeholders; explaining the details of the disputed parties, subject matter, demands and the underlying causes of the dispute. After hearing the parties' positions and considering the submitted documents, the Committee issues its decision within a period not exceeding 30 days from the request submission date.

### **Article (69)**

The Authority maintains a record of disputes submitted to the Committee, which documents all procedures and decisions taken thereof.

### **Article (70)**

Any concerned party may appeal the final administrative decisions issued by the Authority pursuant to a request to be submitted to the Executive President, enclosing a copy of the appealed decision.

### **Article (71)**

Submitting an appeal against the final administrative decisions shall be within sixty (60) days from the date of notifying the stakeholder of the decision or his undoubted knowledge of the same; and the appeal shall be resolved within 30 days of receipt, a 'no reply' within thirty working days of its submission shall be implicitly considered rejection of the request.

### **Article (72)**

For matters with no special text stipulated thereto in the this Chapter; provisions of the Dispute Resolution Decision No 44/2010 of the TRA Chairman shall be applied to the disputes referred to in Article (66) of this Article, where these are not in conflict with the provisions of the Law and this Regulation.

## **Chapter 10**

### **Interconnection contract of postal services networks**

#### **Article (73)**

Interconnection contract of postal services networks is an agreement between postal services providers, whereby the two parties undertake to provide joint postal services, or one party undertakes to provide postal services on behalf of the other party.

#### **Article (74)**

The postal services providers may conclude interconnection contract of postal services networks according to the provisions of the Law and the Regulation after the Authority's approval.

#### **Article (75)**

The Authority shall, before approval, review the interconnection agreements of postal services networks to verify that they are not in violation of the provisions of the Law, Regulation and orders issued by it, and in particular the following :

- 1- Preventing harm to people and property.
- 2- Providing postal services with transparency and objectivity.
- 3- Non-discrimination among beneficiaries.
- 4- Abiding by quality standards approved by the Authority.
- 5- Technical suitability and practical feasibility.

#### **Article (76)**

It is not permissible to amend interconnection contracts of postal services networks, except with a written approval of the Authority.

## ANNEX 1

### Weights and dimensions of postal articles

#### 1: Letters:

- a) Weight: 2 kg max.
- b) Dimensions: dimensions of the front side of the letter shall not be less than  $90 \times 140$  mm, and total of length, width and thickness shall not exceed 90 cm, provided that the longest side does not exceed 60 cm.

#### 2: Publications:

- a) Weight: 2 kg max (5 kg for books).
- b) Dimensions: same as letters.

#### 3: Postcards:

Dimensions: shall not be less than  $90 \times 140$  mm and not more than  $105 \times 148$  mm.

#### 4: Packets:

- a) Weight: 2 kg max. Dimensions: same as letters.

#### 5: Literature for the blind:

- a) Weight: 7 kg max. Dimensions: same as letters.

#### 6: Rolls and tubes

Dimensions: Max length + (diameter x 2) = 1040mm,  
Max length 900mm.

#### 7: Air Letters (Aerogrammes)

Dimensions: minimum:  $90 \times 140$  mm; maximum:  $110 \times 220$  mm, or the length shall be at least equal to the width multiplied by 2.

## ANNEX 2

### Compensation limits for Postal Articles

#### 1: Compensation for Registered Postal Articles :

- 1- In case of total loss, total harm or total damage to a registered article; the estimated value of compensation shall be equivalent to the value prescribed in the Universal Postal Union Convention (30 Special Drawing Rights), or the claim amount, whichever is less. Moreover, the sender is entitled to recover amounts paid as postage charge, with the exception of registration fees.

The provision of the preceding paragraph shall apply to registered articles that the addressee refuses to accept due to their poor condition for reasons related to the postal service provider.

In case the total loss, total harm or total damage is due to force majeure; the sender shall be entitled to repayment of the charges paid only.

- 2- In case of partial damage or partial harm to a registered article; the sender shall be entitled to a compensation corresponding to the actual value of the partial harm, partial damage but not exceeding the compensation value prescribed in item 1 above.

When estimating the amount of compensation in the above cases, indirect losses or unrealized profits shall be considered insignificant.

## 2: Compensation for Insured Postal Articles:

- 1- In case of total loss, total harm or total damage to an insured article; the estimated value of compensation shall be equivalent to the insured value. Moreover, the sender is entitled to recover amounts paid as postage charge, with the exception of insurance fees.

The provision of the preceding paragraph shall apply to articles that the addressee refuses to accept due to their poor condition for reasons related to the postal service provider.

In case the total loss, total harm or total damage is due to force majeure; the sender shall be entitled to repayment of the charges paid only.

- 2- In case of partial damage or partial harm to an insured article; the sender shall be entitled to a compensation corresponding to the actual value of the loss, but not exceeding the insured value or the claim amount, whichever is less.

When estimating the amount of compensation in the above cases, indirect losses or unrealized profits shall be considered insignificant.



### 3: Compensation for Ordinary Parcels:

- 1- In case of total loss, total harm or total damage to an ordinary parcel; the sender shall be entitled to a compensation equivalent to the value prescribed in the Universal Postal Union Convention (Parcel Post Manual). Moreover, the sender is entitled to recover amounts paid as postage charge.

The provision of the preceding paragraph shall apply to parcels that the addressee refuses to accept due to their poor condition for reasons related to the postal service provider.

In case the total loss, total harm or total damage is due to force majeure; the sender shall be entitled to repayment of the charges paid only.

- 2- In case of partial damage or partial harm to an ordinary parcel; the sender shall be entitled to a compensation corresponding to the actual value of the partial harm, partial damage but not exceeding the compensation value prescribed in the preceding item.

#### 4: Compensation for Express Mail and Express Shipping Materials:

a) For all other countries, except for countries with which the Sultanate has bilateral agreements:

- 1- In case of total loss or total damage to an article; the sender is entitled to a compensation corresponding to (30) Special Drawing Rights if the article contains papers or documents, and (130) Special Drawing Rights if the article contains other materials. Moreover, the sender is entitled to recover amounts paid as postage charge.
- 2- In case of partial loss or partial damage to the article; the compensation shall be limited to the actual value of the lost or damaged item, but not exceeding the compensation value prescribed in item 1 above.
- 3- In case of delay with delivery; the compensation shall be limited to the amounts paid as postage charge.

B) For countries with which the Sultanate has bilateral agreements:

The estimated value of compensation shall be in accordance with the provisions contained in the bilateral agreements.

## 5: Compensation for Mailing Bags:

The estimated value of compensation shall be equivalent to the compensation due for the registered articles referred to in provision 1 of Annex 2.

## 6: Compensation recovery:

If the lost article or part thereof is found after payment of compensation to the sender or the addressee, as the case may be; the person who received the compensation shall be informed that he may have this delivered within a period of (3) three months at the most upon repayment of the compensation amount. If he waives the article or fails to attend within the specified time to collect the same, it shall become the property of the postal service provider.

If it is proved that the actual value of the content of the insured article is less than the insured value, which was the basis for paying the compensation; the person who received the compensation shall repay the compensation amount and recover the article, or repay the difference between the paid compensation amount and the actual value of the content of the article. Failure to adhere to this will result in taking legal proceedings against the person who wrongfully received compensation and unjustly enriched at the expense of another to request him to repay the same.

**Decision No. 90/2013**

**Determining Fees for Providing  
Postal and Related Services**



## **Decision No. 90/2013**

### **Determining Fees for Providing Postal and Related Services**

Pursuant to the Postal Services Regulatory Law issued by Royal Decree No. 71/2012 and the Executive Regulation of the Postal Services Regulatory Law issued by Decision No. 89/2013.

Based on the exigencies of the public interest,

#### **It is decided:**

##### **Article 1:**

The annexed list of fees shall have effect in relation to the provision of postal and related services.

##### **Article 2:**

This Decision shall be published in the Gazette and shall come into force from the date following its publication.

**Mohammed bin Hamed al-Rumhy**

**Chairman of the Telecommunications Regulatory Authority**

Issued on: 9<sup>th</sup> Safar 1433 A.H

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## List of Fees for providing Postal and Related Services

Item	Service	Fee Amount (OMR)
1	Studying the application to obtain a license for the provision of postal and related services.	Omani Riyal 500
2	A license to provide postal and related services.	<p>7500 Omani Riyal to be collected upon licensing and renewal.</p> <p>10% of the postal services provider's total annual revenue is payable before the end of January of the following year, starting with a minimum of 5000 Omani Riyal, with the exception of the revenues generated from the international mail received in the Sultanate. The final fee that is due annually shall be settled on the basis of the audited accounts before the end of April each year.</p>