

TERMS AND CONDITIONS FOR THE LEASE OF A POST OFFICE BOX:

THE LESSEE OF A PRIVATE POST BOX SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AND SHALL UPON BREACH OF ANY OF THE SAID TERMS AND CONDITIONS FORFEIT ALL RIGHTS TO A POST BOX:

1. Namibia Post Limited (hereinafter referred to as "NamPost") shall charge an annual lease fee for the lease of a Post Box. The lease fees are subject to annual increases. Lease fees are payable in advance and are calculated from 1 October to 30 September each year, a portion of a calendar quarter being considered a full quarter. A ten percent (10%) penalty will be charged per month for late payments.
2. A lock and key installation fee is payable for all new leases. The installation fee shall be refunded upon termination of the lease; provided that the two keys, received by the Lessee at the commencement of the lease are returned and the payment receipt or a copy thereof is provided to the Postmaster.
3. The Chief Executive Officer of NamPost determine the hours of access to Post Boxes and may vary the hours of access to Post Boxes without any prior notice.
4. Post Boxes may not be rented in fictitious names and/or for any improper purpose.
5. The transfer of Post Box rights from one Post Office to another and the transfer of a box from one person to another are subject to the approval of the Chief Executive Officer and will be done upon application to and solely at his discretion. In the event that approval is granted to a Lessee for the transfer of rights and a re-direction of postal articles are requested by the Lessee a re-direction fee is payable per quarter in advance.
6. Business entities are required to lease a Post Box in the name of the business. A business trading under two or more names are required to lease a Post Box for each respective business. Any group of Companies under joint Management is required to rent a separate Post Box for each Company.
7. Postal articles will be sorted in a Post Box only if it is addressed to, or to the care of, the Lessee of the Box.
8. Postal articles addressed to persons other than the Lessee of the Post Box, except as provided for in paragraph 7 above, will be returned to the sender.

9. Post Box sharing to generate income or at the expense of NamPost is not permissible. In the event that NamPost becomes aware of such practice it reserves the right to terminate the lease of the Post Box with immediate effect.
10. No postal articles will be handed over to a person other than the Lessee of a Post Box.
11. Mail matters delivered in error, or accidentally addressed to a wrong Post Box must be so endorsed and re-posted immediately. Should a case come to attention of NamPost that this is not being done or flagrant neglect is shown by the Lessee or person in possession of the keys in detaining or delaying such mail matter, the lease of the Post Box may be forfeited.
12. Any Lessee who willfully opens any postal article or telegram which he or she knows ought to have been delivered to another person or does any act or thing whereby due delivery of that article or telegram to such person is prevented, obstructed or delayed, shall be guilty of an offence and liable on conviction to a fine not exceeding N\$2000.00 or to imprisonment for a period not exceeding six (6) months or to both such fine and imprisonment.
13. In exceptional circumstances, for example the loss of a key, mail matter from a Private Box may temporarily be collected at the counter, against a minimum fee, provided the provisions of 11 and 12 are complied with.
14. The following admissible proof of identification shall be used to identify a Lessee:
 - 15.1 Identity Document;
 - 15.2 Valid Passport;
 - 15.3 Drivers License; and
 - 15.4 Voters Card.
15. A Post Box is provided exclusively for the receipt of postal articles that has been transmitted through the post. A Post Box may not be used as storage space for postal articles already delivered. The placement of any private articles in a Post Box is prohibited.
16. When a Post Box is leased two keys are supplied both of which must be returned to the Postmaster when the lease of the box is cancelled or terminated. Additional keys are only supplied upon payment of the prescribed fee. If a key is lost the Postmaster must be informed immediately to fit a new lock, the Lessee will be required to pay all the charges as prescribed. An application for a new lock will only be

considered upon application by the lawful Lessee. The Lessee will be required to provide admissible proof of identification upon the submission of the application for a new lock.

17. No lock other than a lock supplied by NamPost may be placed on a Post Box other and no repairs to a lock may be executed except by NamPost.
18. The Lessee of a Post Box must defray all expenses for damage to his/her box or lock if caused as a result of negligence of the Lessee.
19. NamPost may refuse to let or re-let a box to any person without providing any reason for such refusal.
20. NamPost reserves the right to publish the name and address of the Lessee of a Post Box in trade directories and may disclose it to a third party as deemed necessary by.
21. NamPost may require the Lessee of a Private Box to hire a larger or an additional box or to apply for a private bag service in conjunction with his box if the volume of mail so necessitates.
22. In the event that the Lessee of a Post Box want to terminate the lease, notice of the termination must be effected in writing and such notice must state clearly when such termination must become effective. After the effective date of the termination the Lessee waives any claim to the further use of that Post Box.
23. If the Post Box lease is not renewed by 30 October annually all postal articles for the subscriber that are addressed to the Post Box will be sent either to the consignor or to the Return Letter Office.
24. The foregoing conditions may at any time be amended as the Chief Executive Officer of NamPost deem necessary and notice of such amendments shall be given by means of a notice on the Post Office notice boards.
25. All fees, rates or charges referred to in this Terms and Conditions, shall be prescribed annually by Notice in the Government Gazette.
26. These Terms and Conditions must be read with and are subject to the Post and Telecommunications Act, Act 19 of 1992.