



Amendment Regulation of Parcels Delivery by Postal Regulatory Commission

Wednesday the 17th of October ,2018 / The 8th of Safar, 1440





Terms & Conditions for Granting Parcels Transfer License

The competent regulatory authority may authorize companies and establishments to transport parcels within the Kingdom or between them and other countries. The license applicant shall satisfy the following conditions:

1. Have a commercial register.
2. The company/corporation manager, as well as the branches chairpersons, shall be Saudi citizens.
3. The applicant shall fulfill the regulatory requirements pertinent to the service provision.
4. The licensee company/ corporation shall by itself, not subcontract to any other company, transfer the parcels.
5. The licensee company or establishment shall carry out the parcel transfer activity, and shall add such activity to its commercial register in accordance with the regulations and instructions issued in such regard.
6. The license duration is valid for a renewable term of two years.
7. Upon being issued, a copy of the license shall be duly furnished, by the competent authority, to Presidency of State Security, Ministry of Commerce & Investment and Saudi Customs Authority.
8. After issuing the license, the competent authority shall publish it in two daily newspapers at the expense of the license applicant.

Obligations of the Licensee to Transfer Parcels

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First: It is prohibited for the licensee to transport postal consignments or the like, and his activity is limited to the transport of parcels under the following conditions:

1. It is prohibited for the licensee to transfer mail dispatches or the like, and its activities shall be limited to the transport of parcels under the following conditions:
 - It shall not be less than 10 kg for parcels sent to the Kingdom from abroad or vice versa.
 - It shall not be less than 20 kg for what is being transferred within the Kingdom.
2. The licensee shall neither describe the parcels (whether transported domestically or abroad) as "mail and/or correspondences" nor use the same on its literatures of otherwise.

Second: Licensee may not state the word (mail or correspondences) on the parcels that it transfers, whether within the Kingdom or abroad, or use it in its letterhead paper or otherwise.

Third: The licensee shall not transfer parcels containing any of the following materials:

1. Letters and writings, such as personal correspondences, as well as correspondences of any kind that contain an address other than the address of the addressee. However, it may transfer the open invoices that contain the generally accepted data.
2. All kinds of paper currencies
3. Hazardous, flammable and explosive materials
4. All materials prohibited to export or import under the customs law, its implementing regulations, and laws and regulations in force in the Kingdom.
5. Silver and gold, whether coins or alloys, shall not be transferred outside the Kingdom, except with a license from the Ministry of Finance and National Economy "Customs Authority".
6. Pictures, books, drawings, newspapers and all things that involve violation of Islamic traditions, include prejudice to the dignity or a breach of the security of the Kingdom.
7. All kinds of tapes, microfilm slides and the like.
8. Things with odors.
9. Live and dead animals and insects, except live bees, provided that they shall be placed inside tins arranged in a manner that prevents hazards and helps ease of inspection.
10. Parcels with addresses that differ from the addresses of packages placed inside it.





Fourth: The licensee shall be in full compliance with the rules applicable by Saudi Customs Authority to the imports and exports; and shall be deemed liable for all customs violations committed by the consignor and payment of the penalties arising thereof.

Fifth: The licensee shall submit and open all parcels received and sent to and from abroad by the customs officer to complete the customs procedures, and Customs officers may refrain from completing the customs procedures on these parcels in case they are found to be incompatible with the specifications of the parcels.

Sixth: The licensee shall keep performance of the Saudi Customs Authority's instructions as to displaying the parcels containing controlled substances to the authorized oversight bodies such as Ministry of Agriculture, Ministry of Health, Ministry of Media, Ministry of Commerce & Investment, Ministry of the Interior and other relevant governmental agencies.

Seventh: In case the licensee transfers the parcels containing devices or equipment, and one of the agencies wants to export it abroad for repair and then return it, the licensee shall submit the following to the Customs:

A- letter from the government agency, to which these devices and equipment belong, including their specifications and types, and the desire of such agencies to repair them abroad.

B- Submit to imports' Customs the invoices for the repair, including the statement of the added items and its prices in order to achieve customs duties.

Eighth: The Licensee shall be fully responsible for the contents of the parcels that it transfers, and shall comply with all the statutory responsibilities arising therefrom.

Ninth: The Licensee shall be responsible for clarifying the full information on the consignments sent and received from and to the Kingdom and its follow-up until delivery, as well as consignments submitted to Customs and all related inquiries and information through a computer that save such information for at least two years.





Tenth: All dispatches sent to the Kingdom shall pass only through two points outside the Kingdom in which all dispatches are collected. Such two points shall have strong security measures, including X-ray devices and explosive detection devices.

Eleventh: The same measures, security precautions and securing the devices located at the external exchange points shall be taken at the collection point or points for the dispatches issued from the Kingdom.

Twelfth: The licensee company or establishment shall pay the expenses of the presence of a security officers relating to the concerned parties in each of the main collection points, whether inside or outside the Kingdom, when necessary, throughout the required duration.

Thirteenth: The licensee company or establishment shall make the insurance system available for consignments sent or received upon the request of the beneficiary

Fourteenth: The licensee company or establishment shall oblige its cooperating international company to provide a manual for the precautions and security measures to be complied with by the company in accordance with the specifications of the International Civil Aviation Organization to the Ministry of the Interior for prior approval.

Fifteenth: The licensee company or establishment shall provide certificates to all its employees stating that they have completed security courses, as well as the employees of the cooperating international company, in addition to people working in the collection points outside the Kingdom

Sixteenth: The licensee company or establishment shall provide, within twelve months of receiving the permit, the proof of applying the precautions and security measures in all the worldwide offices of the cooperating international company similar to what is applied in the offices of the company in the Kingdom.

Seventeenth: The competent authorities shall be entitled to control the parcels transferred within the Kingdom, and shall take the necessary action in case of violation of the conditions and terms stipulated herein.

Eighteenth: The licensee shall undertake to guarantee the rights of the parcels' owners, and in the case of loss or damage to such parcels, the licensee shall compensate the owners on the basis of the same value. Any other conditions set by the Licensee shall not be deemed valid in case they are contrary to what is provided for herein.





(Penalties)

1. Any misrepresentation in the license request form constitutes forgery which makes the license null and void and exposes the licensee to penalty under the applicable forgery law.
2. In case the licensee violates the conditions and obligations stipulated herein, or violates the law and regulations in force in the Kingdom, the competent authorities shall be entitled to impose the following penalties:
 - a. Warning.
 - b. Suspension for a period of three months.
 - c. A fine of one hundred thousand riyals.
 - d. Withdrawal the license.

The penalties provided for in the second and third clauses may be combined together

