

**Decision of the President of the National Regulatory
Authority for Communications and Information Technology
no.2858/2007 on the general authorisation regime for the provision of postal
services, with the subsequent amendments and completions**
- unofficially consolidated text including the provisions in force as of 17 August 2013 -

Art.1. – The present decision regulates the procedure for the authorisation of the persons intending to provide postal services, as well as the terms under which the postal service providers benefit from the general authorisation regime.

Art.2. – (1) The general authorisation regime is the legal regime adopted by the National Regulatory Authority for Communications and Information Technology, hereinafter referred to as *ANRCTI*, which establishes the rights and obligations of the postal service providers and allows the provision of postal services without obtaining an explicit decision from ANRCTI, based on the notification of the intention to provide postal services.

(2) The rights and obligations of the persons providing postal services under the general authorisation regime are specified in Annex no.1.

Art.3. – (1) Any legal or natural person who intends to provide postal services, hereinafter referred to as the *applicant*, shall send ANRCTI a notification in this regard, on the date of starting the activity at the latest.

(2) The notification shall be made by filling in and sending the original standard form provided for in Annex no.2.

(3) The persons providing the services enumerated below do not have the obligation to submit the notification referred to in paragraph (1):

a) transport and delivery of their own items personally by their sender;

b) transport and delivery of the sender's own items by means of the latter's secondary headquarters, where the items in question refer to the sender's activity and pursue the direct fulfilment of one of its interests related to the respective activity;

- c) free and direct transport and delivery of items by a person mandated by the sender therefor;
- d) clearance, sorting, transport and delivery of the postal items as part of an organized service for the exclusive use of the public authorities, on grounds of special legal provisions;
- e) free transport and delivery of the papers accompanying the transported and delivered goods;
- f) transport and delivery of unaddressed items;
- g) exclusively sorting or transport of postal items.

Art.4. – (1) The applicant shall attach to the standard notification form the following documents, which are an integrant part of the notification:

a) copy of the registration certificate issued by the Trade Register to the legal person or to the authorised natural person, to the individual enterprise or to the family association, as the case may be, or copy of the fiscal registration certificate, as well as copy of the certificate of registration in the Associations and Foundations Register or in the Federations Register, as applicable, for non-profit-making legal person governed by private law;

b) copy of the document that certifies the capacity as a representative of the applicant for the person signing the standard notification form, or copy of the identity act of the applicant-authorised natural person;

c) the general conditions regarding the provision of postal services, signed and sealed by the applicant's representative.

(1¹) The foreign applicants with headquarters in Member States of the European Union or of the European Economic Area, who have not been established in Romania, shall attach – instead of the documents mentioned in paragraph (1) letters a) and b) – copies of documents issued in accordance with the legislation of the coming state comprising equivalent information. The applicant may designate a contact address from Romania in view of receiving the correspondence, as well as a person mandated to involve the applicant's liability in relation with ANCOM, case in which it shall send ANCOM copies of the respective person's identification documents.

(1²) The foreign applicants, who have been established in Romania by setting up a unit without legal personality, shall send copies of the documents identifying the parent-company, in addition to the documents mentioned in paragraph (1) corresponding to the secondary headquarters.

(2) **repealed**

(3) **repealed**

(4) **repealed**

(5) **repealed**

(6) The applicant may mention in the notification form the estimated date for starting the provision of each postal service. The estimated date is the date from which the requester shall achieve the rights and obligations under the general authorisation regime for each postal service, complying with the conditions under Article 5 paragraph (1).

(7) If the requester did not indicate an estimated date or indicated an estimated date which is anterior to the time when the notification is made, the respective applicant shall gain the rights and obligations specified in the general authorisation regime for the services indicated in the notification from the date when the notification is achieved under the conditions of Article 5 paragraph (1).

(8) All the documents which the applicants submit to ANCOM in a foreign language shall be accompanied by a translation in the Romanian language.

Art.5. – (1) The notification is not considered complete unless all legal requirements related to submission, form and content have been met. The applicant shall not have the right to provide postal services before completing the notification.

(2) Should the requirements under paragraph (1) not be met, within 7 days from the notification submission date, ANRCTI shall request the applicant, in writing, to fulfil the respective requirements.

(3) In the case provided for in paragraph (2), the notification is deemed complete on the date when the documents certifying the fulfilment of requirements are sent to ANCOM, the provisions under Article 4 paragraphs (6) and (7) being correspondingly enforced.

Art.6. – The applicant submitting the notification pursuant to the terms under the present decision is considered to be a postal service provider, hereinafter referred to as the *provider*, and acquires the specific rights and obligations under the general authorisation regime for the postal services mentioned in the notification, from the date specified in Article 4 paragraphs (6) and (7), as applicable.

(2) Gaining the right to provide a certain postal service mentioned in the notification shall not grant the right to provide other postal service.

(3) The provider is not obliged to effectively provide the postal services mentioned in the notification.

(4) If a provider does not start to effectively provide postal services, the rights and obligations under the general authorisation regime shall not be postponed.

(5) The rights under the general authorisation regime shall not be transmitted under particular title to third parties.

Art.7. – Within 7 days from the notification date, ANCOM shall issue and send to the applicant a standard-certificate which certifies that the latter benefits from the right to provide

the postal services mentioned in the notification, and specifies the date when the right to provide each of these postal service is born, in accordance with the provisions under Article 4 paragraphs (6) and (7), as the case may be.

Art.8. – (1) Any amendment of the data included in the notification shall be communicated to ANCOM within 15 days from their occurrence date, respectively from the date of their registration with the competent institutions, as applicable, by transmitting a notification together with copies of the proving documents, if such is the case.

(1¹) The person who has been established in Romania under any title after making the notification according to Article 4 paragraph (1¹) has the obligation to inform ANCOM thereon pursuant to paragraph (1). If such is the case, ANCOM may require the respective person to submit certain documents, from among those indicated in Article 4 paragraph (1) corresponding to the secondary headquarters.

(2) Should the amendment concern the provision of other postal services, supplementary to those mentioned in the previous notification, or the estimated date for starting the provision of postal services, a new notification shall be submitted under the terms of Article 3.

(3) In the case referred to in paragraph (2), as well as where the amendment concerns the identification data of the applicant/provider included in the standard-certificate, ANRCTI shall issue a new standard-certificate with the respective amendments included.

(4) The persons who become, by absorption or by any other way, universal successors or successors with universal title of a provider which ceases thus its activity have the obligation to transmit ANRCTI a notification under the terms imposed by paragraph (1).

(5) **repealed**

Art.9. – (1) The right to provide postal services, as well as the other rights and obligations under the general authorisation regime shall cease under the following circumstances:

a) upon the provider's request, by the transmission of the original standard application under Annex no.4, together with the document proving the capacity as representative of the applicant, if this is another person than the one mentioned in the standard notification form.

b) from the date of declaration of bankruptcy under the conditions of Law no.85/2006 on the insolvency procedure, with the subsequent amendments and completions;

c) in the event the provider is withdrawn the right to provide postal services;

d) on the date of dissolution or cessation, in any other way, of the provider's existence.

(2) The application specified under paragraph (1) letter a) comes into force on the date of its transmission to ANCOM or from a subsequent date mentioned therein. ANCOM shall confirm to the provider, in writing, the cessation of the right to provide certain or all postal

services and shall issue a new standard-certificate if the provider did not waive the right to provide all postal services.

(3) The withdrawal of the right to provide all or certain types of postal services shall be set by decision of the ANCOM president, under the law, shall be communicated to the provider and shall be published on the ANCOM website.

(4) By way of derogation from the provisions of paragraph (1) letter a), during the designation period, the universal service providers shall not be able to waive the right to provide the postal services for which they were designated as universal service providers.

Art.9¹. – (1) The right to provide all or certain types of postal services shall be suspended in the following cases:

a) in case of temporary inactivity, assessed by ANCOM or upon the provider's request, accompanied by a copy of the relevant documents issued by the National Trade Register Office or of the irrevocable Court ruling, as the case may be;

b) in case of enforcing the sanction of suspension of this right, under the law, by decision of the ANCOM president, which is communicated to the provider and published on the ANCOM website.

(2) During the period when the right to provide postal services is suspended in accordance with paragraph (1) letter a), all the provider's rights and obligations in relation with ANCOM, as well as with other natural or legal persons, related to the provision of postal services, shall also be suspended.

(3) The ending of the provider's temporary inactivity produces the reborn of the rights and obligations provided by the general authorisation regime, only after the provider's transmission to ANCOM of a copy of the relevant documents issued by the National Trade Register Office or of the irrevocable Court ruling, as the case may be, on the resumption of the provider's activity.

(4) The sanction of suspension of the right to provide postal services is set by ANCOM for a period of maximum 6 months.

(5) During the suspension of the right to provide postal services according to paragraph (1) letter b), the postal service provider has in relation with ANCOM the obligations specified in the general authorisation and in other legal provisions related to the provision of postal services.

(6) The ending of the sanction of suspension of the right to provide postal services produces the reborn of the rights provided by the general authorisation regime. If, after the expiry of the suspension period, the provider does not remove the causes which led to the taking of such measure, ANCOM may withdraw the right to provide postal services.

Art.10. – (1) For the purpose of setting an official record of the providers, ANRCTI draws up and updates the *Postal Providers Official Record*, available on ANRCTI website.

(2) The *Postal Providers Official Record* includes the following information for each provider:

- a) identification data;
- b) postal services it has the right to provide;
- c) date when the right to provide each postal service was born;
- d) list of fixed access points where personnel is located, respectively of fixed contact points where personnel is located;
- e) mentions on the suspension or cessation of the right to provide postal services.

Art.11. – (1) Where the present decision impose on the applicant/provider the obligation to transmit certain original documents to ANRCTI, these documents shall be stamped and signed by the applicant's/provider's representative, and they may be sent to ANRCTI headquarters or to its territorial branch in the area of which the applicant's/provider's domicile or headquarters are located, only as follows:

- a) personally or through a representative, upon signature;
- b) by mail;
- c) in electronic format, having included, attached or logically associated an extended electronic signature based upon a qualified certificate that has not been invalidated or revoked at the respective moment, generated using a secured device for creating electronic signature.

(2) The transmission date is considered the date of registering the documents within ANRCTI correspondence general registry, the date of confirming documents' receipt at ANRCTI headquarters through a registered mail with confirmation receipt or the date of confirming the documents' receipt in electronic format, as the case may be.

(3) Where the present decision impose on the applicant/provider the obligation to transmit a copy of certain documents to ANRCTI, they may be sent to ANRCTI headquarters or to its territorial branch in the area of which the applicant's/requester's domicile or headquarters are located, as set out in paragraph (1), or by electronic mail or fax.

(4) The ANRCTI personnel shall not disclose to third parties the information included in the transmitted documents, except for the cases and in accordance with the procedure set out under the law.

(5) Where the present decision provides the transmission of certain documents by ANRCTI, these documents shall be sent in original to the applicant's/provider's headquarters or domicile through a registered mail with confirmation receipt; the applicant/provider may agree with ANRCTI on the transmission of the documents under other terms.

(6) The forms provided under Article 3 paragraph (2) and Article 9 paragraph (1) letter a) may be obtained from ANRCTI headquarters, from any of its territorial branch or its website.

Art.12. – (1) By 31 December 2007, all providers have the obligation to submit a new notification.

(2) Failure to submit a new notification as set out under paragraph (1) shall cause the cessation of the right to provide postal services.

Art.13. – Annexes no.1 to no.4 are integrant part of the present decision.

Art.14. – (1) The present decision shall be published in the Romanian Official Journal, Part I, and shall come into force within 3 days from its publication date.

(2) With the entry into force of the present decision, the Decision of the President of the National Regulatory Authority for Communications no.118/2003 on the procedure for the authorisation of the postal services providers, published in the Romanian Official Journal, Part I, no.212 of 1 April 2003, with the subsequent amendments, shall be repealed.

**PRESIDENT,
DAN CRISTIAN GEORGESCU**

Bucharest, 7 August 2007

No.2858

Annex no.1

The General authorisation regime for the provision of postal services

1. Definitions

1.1. Within the scope of the present annex, the following terms shall apply as follows:

a) *printed matter* – postal items printed or multiplied in any other way which do not consist of communications of personal or individual nature; this type of postal items includes, for example, newspapers, periodicals, books, catalogues, geographic maps, music scripts etc.;

b) *postal parcel* – postal items weighing up to 50 Kg, which consist of goods with or without commercial value;

c) *direct mail* – postal service consisting of a minimum number of 500 domestic or cross-border postal items simultaneously submitted at the same access point, which are to be conveyed and delivered at the address indicated by the sender on the item itself or on its wrapping, consisting solely of advertising, marketing or publicity material and comprising an identical message, except for the addressee's name, address and identifying number as well as other modifications which do not alter the nature of the message. The following do not represent direct mail: bills, invoices, financial statements and other non-identical messages and postal items combining direct mail with other items within the same wrapping;

d) *Express service* – postal service which cumulatively consists of:

- the provider's issuance of a document certifying the day and time of the submission and, regularly, the payment of the tariff;

- delivering the postal item to the addressee or to a person authorized to receive the postal item;

- the provider's responsibility for delaying in delivering the postal item;

- the fast delivery of the postal item;

e) *Cash-on-delivery service* – postal service dealing with registered postal items, consisting of the addressee's payment to the sender - by means of the postal network - of the counter-value of the good that is subject to the postal item;

f) *Advice of delivery service* – postal service dealing with registered postal items, consisting of the conveyance towards the sender of the postal proof of delivery, confirmed in writing by the addressee;

g) *Change of destination service* – postal service dealing with registered postal items, consisting of the possibility to change – upon the sender's express request, before delivery and within a term agreed with the provider – the addressee or the address indicated on the postal item, as well as of the possibility to stop the delivery of the postal item;

h) *Special delivery service* – postal service dealing with registered postal items, consisting of delivering the postal item according to the sender's indications on the day and time of delivery, at the indicated address, personally to the addressee or to the person authorised to receive the postal item, or the delivery order, should there be more than one addressees;

i) Paper money order – postal service consisting of the filling in of a physical form based upon which an amount of money is transferred and remitted to the addressee, without any deduction, according to the sender's indications.

1.2. Within the scope of the present annex, the definitions under Government Emergency Ordinance no.13/2013 on postal services, approved with amendments and completions by Law no.187/2013, shall also apply.

2. Postal services under the general authorisation regime

2.1. Postal services within the scope of universal service

2.1.1. clearance, sorting, transport and delivery of domestic and cross-border postal items up to (including) 2 kg, dealing with:

2.1.1.1. items of correspondence:

2.1.1.2. printed matter items;

2.1.2. clearance, sorting, transport and delivery of domestic and cross-border cecogrammes;

2.1.3. clearance, sorting, transport and delivery of domestic and cross-border postal parcels up to (including) 10 kg;

2.1.4. distribution of postal parcels between 10 to 20 kg, sent from outside Romania to an address located in Romania;

2.1.5. the service for registered items dealing with domestic and cross-border postal items weighing up to (including) 2 kg:

2.1.6. the service for insured items dealing with:

2.1.6.1. domestic and cross-border postal items up to (including) 2 kg;

2.1.6.2. domestic and cross-border postal parcels up to (including) 10 kg;

2.1.6.3. postal parcels weighing between 10 to 20 kg sent from outside Romania to an address located in Romania.

2.2. Postal services outside the scope of universal service

2.2.1. Services dealing with domestic and cross-border postal items above 2 kg:

2.2.1.1. items of correspondence;

2.2.1.2. printed matter items;

2.2.2. The direct mail service dealing with domestic and cross-border postal items.

2.2.3. Services dealing with domestic postal parcels with a weight limit between 10 to 50 kg.

2.2.4. Services dealing with postal parcels between 10 to 50 kg sent from Romania to an address located outside Romania.

2.2.5. Services subject to postal parcels between 20 to 50 kg sent from outside Romania to an address located in Romania.

2.2.6. Services presenting supplementary characteristics to the postal services included in the scope of universal service:

2.2.6.1. *Cash-on-delivery*;

2.2.6.2. *Change of destination*;

2.2.6.3. *Special delivery*;

2.2.6.4. *Advice of delivery*;

2.2.6.5. *Express*.

2.2.7. Domestic and cross-border paper money orders.

3. Rules applicable to the provision of postal services

3.1. Rules' applicability

3.1.1. Rules under the present annex apply to all postal services, including the services within the scope of universal service which the universal service provider has the obligation to provide, unless special provisions stipulate otherwise.

3.2. Object of the postal services

3.2.1. The standard postal service consists of the provider's clearance of the postal item and its delivery under the same conditions to the addressee, within a certain term and against remuneration.

3.2.2. As far as the paper money order is concerned, the standard postal service consists of the provider's reception of the amount of money which is subject to this service and its remittance to the addressee, according to the sender's indications, within a certain term and against remuneration.

3.2.3. The provider may add to the standard postal service various supplementary characteristics which individualize each postal service it provides and which usually involve supplementary costs and tariffs.

3.2.4. Services under indent 1.1 letters d) to i) are considered distinct postal services; the provider may add to them different supplementary characteristics.

3.3. The right to provide postal services

3.3.1. The provider has the right to provide the postal services indicated in the notification in any locality on Romania's territory, for indefinite period, under the conditions of its commercial offers.

3.3.2. The provider shall provide the postal services indicated in the notification dealing with cross-border postal items, only to the extent it complies with the legislation of the states on the territory of which it provides the respective postal services.

3.4. The postal services offer

3.4.1. The provider's commercial offers, established according to the legal provisions, shall include the general conditions regarding the provision of the respective postal services and the applicable tariffs.

3.4.2. Should the provider adopt commercial denominations of certain postal services, it shall mention its commercial offers the category in which the respective service frames, according to the provisions under indent 2.

3.4.3. The provider may differentiate its commercial offers, depending on, among others:

- a) categories of senders (natural persons and legal persons);
- b) geographic area where the service is provided (the place where the clearance and delivery is made);
- c) minimum number of postal items within the scope of the postal service;
- d) level of processing of the postal items.

3.5. Postal services tariffs

3.5.1. The provider has the right to establish freely the tariffs for the services offered to users, including the discounts it applies such as those depending on the volume, level of processing of the postal items etc.

3.5.2. The provider has the right to develop any kind of payment systems or certification of the payment for the services it provides (self-adhesive labels certifying the payment of the tariff, as well as any other payment modality agreed with the provider), except for the postal stamps.

3.5.3. In case the provider charges different tariffs depending on the physical features of the postal items (particularly depending on the weight), it shall hold the necessary measurement tools (especially weighers), at each access point where personnel is located.

3.6. Ensuring of the non-discriminatory access to postal services

3.6.1. If the provider launched a public offer, it shall ensure the non-discriminatory access to the postal service and, respectively, shall not refuse to provide the service if the general conditions regarding the provision of postal services subject to the offer are observed. The provider may not refuse the access to the postal service unless on thoroughly justified reasons.

3.6.2. The postal service provider has the right to access the network and the infrastructure elements of the public postal network operated by the universal service provider, to the extent this is necessary for the provision of its own postal services, under transparent, proportionate and non-discriminatory conditions.

3.7. The contract for the provision of postal services

3.7.1.1. In the moment a postal item was accepted in the postal network, the individual contract between the sender or the integrator and the provider is deemed to be concluded, without the necessity of elaborating a written document, under the general conditions regarding the provision of postal services established by the provider.

3.7.1.2. As far as the paper money order is concerned, the individual contract between the sender and the provider is deemed to be concluded when the provider accepts the money order form and the amount of money which is to be transferred and remitted to the addressee by means of the postal network.

3.7.1.3. Any other clauses may be established with the parties' agreement, with or without the elaboration of an inscribed in this regard, in compliance with the imperative legal provisions.

3.7.2. The moment of acceptance of the postal item in the postal network is the moment of submitting the unregistered postal item at the access point where personnel is not located (the letter box) or the moment of clearance of the registered or unregistered postal item by the provider's personnel.

3.7.3. When the provider's personnel clears the postal item, the provider acknowledges the sender's compliance with the conditions for the acceptance of the postal items.

3.7.4. The individual contract between the sender or the integrator and the provider ceases in one of the following cases:

a) once the postal item or the object of the paper money order are delivered to the addressee (sides' responsibility subsists to this moment) or are returned to the sender;

b) by sides' agreement;

c) at the expiry of the keeping term provided for in indent 3.12.1;

d) by the contingent impossibility of contract execution, for a period of 6 months;

e) by the provider's unilateral cessation, under the terms set out in indent 3.12.4.

3.7.5. The contract shall be governed by the Romanian laws.

3.8. The provision of a postal service by several providers

3.8.1. The provider may conclude contracts subject to the provision of services of clearance, sorting, transport and delivery of postal items by third parties. The clearance and delivery of the postal items may be only performed directly by a postal service provider or indirectly, by means of a third party that performs these activities on behalf and on the account of the postal service provider, based on a written contract concluded with the latter.

3.8.2. The postal service provider is liable towards the users for the provision of the postal service under the terms described at indent 3.8.1.

3.8.3. The provider has the right to make available its postal network in view of provision of postal services, on a contractual basis, only for another provider.

3.9. Clearance of the postal item

3.9.1. The clearance of the postal item may be fulfilled only in one of the following ways:

a) for the unregistered postal item, from the provider's access points where personnel is not located (mail boxes) or through the provider's personnel, at the access points where personnel is located or from the address indicated by the sender;

b) for the registered postal item, through the provider's personnel, from the access points where personnel is located or from the address indicated by the sender;

3.9.2. The provider has the obligation to clear the postal item, registered or unregistered, although it does not indicate the name/denomination or address of the sender.

3.9.3. By way of exception from the provisions of indent 3.9.2, in the case of the postal items subject to the paper money order or Cash on delivery, the provider has the obligation to accept the postal item only if the sender has correctly and fully indicated all his identification data.

3.10. Delivery of the postal item to the addressee

3.10.1. The postal items shall be delivered only in one of the following ways:

- a) to any receptacle (addressee's mail box, letter box, general delivery etc.) where the addressee agreed to receive postal items;
- b) to the address indicated by the sender, to the addressee personally or to the person authorised to receive the postal item;
- c) to the contact point where personnel is located, to the addressee personally or to the person authorised to receive the postal item, after the prior transmission of a notification announcing the arrival of the postal item;

3.10.2. Items subject to the Cash-on-delivery service, Advice of delivery service, the service for registered items or the services for insured items shall be delivered only as follows:

- a) to the address indicated by the sender, to the addressee personally or to the person authorised to receive the postal item;
- b) to the contact point where personnel is located, to the addressee personally or to the person authorised to receive the postal item, after the prior transmission of a notification announcing the arrival of the postal item.

3.10.3. The amount of money subject to the paper money order shall be delivered only in one of the following ways:

- a) to the address indicated by the sender, to the addressee personally;
- b) to the addressee personally, at the contact point where personnel is located, after the prior transmission of a notification announcing the arrival of the postal order, or into a bank account belonging to the addressee.

3.10.4. The provider may refuse to deliver to the addressee the postal item in the following cases:

- a) when the unregistered postal item, cleared through the access points where personnel is not located, does not comply with the general conditions set out by the provider, especially when:
 - the sender has not fully paid the tariff for the postal item;
 - the wrap of the postal item presents inscriptions which are against the public order or good morals;
 - the postal item consists of goods which are against the public order and good morals, if submitted unwrapped;
- b) when, after the clearance of the postal item, undoubtedly results that, following the usage of reasonable observation methods without effects on the confidentiality of correspondence, the postal item contains goods forbidden for transport or which do not comply with the special transport conditions;

c) when, after the clearance of the postal item, this produced or may still imminently produce damage to persons, environment, installations used or to other postal items.

3.10.5. The provider of Cash-on-delivery service shall charge, at the delivery of the postal item, the counter-value of the good subject to it, declared by the sender, and to send it subsequently to the sender.

3.10.6. The provider of Advice of delivery service shall deliver the postal item only if the addressee fills in the standard-form the provider uses in this regard.

3.10.7. The provider of Advice of delivery service shall provide to the sender or the integrator the standard-form filled in by the addressee, under the terms set out in indent 3.10.2.

3.10.8.1. The provider has the obligation to keep at the contact point where personnel is located, in view of delivery, the postal item which could not be delivered to the addressee, under the condition the addressee was notified thereon.

3.10.8.2. The provider has the right to establish the keeping term in view of delivery, which may not be less than 5 days from notifying the addressee.

3.11. Returning the postal item

3.11.1. The provider shall deliver to the sender or integrator – with the corresponding enforcement of the provisions under indent 3.10 – the registered postal item which could not be delivered to the addressee from one of the following causes:

a) the address of the addressee does not exist or there is no building or receptacle at the address where the postal item should be delivered;

b) the addressee or the person authorised to receive the postal item have not been found at the indicated address, and the term for keeping the item at the contact point where personnel is located has expired;

c) the addressee or the person authorised to take the postal item refused to receive it, respectively refused to receive the amount of money subject to the paper money order.

3.11.2. The provider may previously establish supplementary tariffs for returning the postal item or the amount of money subject to the paper money order to the sender or integrator.

3.12. Keeping the postal items not-delivered to the addressee and not-returned to the sender

3.12.1. The provider shall keep at the user's disposal, for a period established under the General conditions regarding the provision of postal services, which cannot be smaller than 9 months from the submission date, all the postal items which have neither been delivered to the addressee nor returned to the sender.

3.12.2. After the expiry of the keeping term, the unclaimed postal items pass from the sender's property to the provider's property.

3.12.3. The provider may previously establish supplementary tariffs for keeping the postal item at the user's disposal.

3.12.4. The provider may destroy the postal item which caused or may imminently cause important damage to persons, environment, installations used or to other postal items, notifying the sender, if possible. In such a case, the contract ceases due to the unilateral cessation of the provider. The provider shall make the due verifications.

3.13. Marking the postal items and the elements belonging to the postal network

3.13.1. The provider shall put a legible label with its denomination or trademark on all the postal items introduced in its postal network.

3.13.2. The provider shall put a legible label with the date of submission of the postal items on all the postal items, except for the postal items subject to the direct mail service franked with prints obtained from a printing press or by means of another printing or postage modality.

3.13.3. The submission date is the day when the postal item was cleared.

3.13.4. The provider of Express service shall put a legible label on all the postal items introduced in its postal network with the date and time when the postal items were accepted.

3.13.5. The provider shall mark all the postal items within the scope of Express service with the label "Express"

3.13.6. The provider shall mark all the postal items within the scope of direct mail service with the label "Direct mail".

3.13.7. The provider shall ensure its identification elements for the personnel in charge of clearing and distributing the postal items.

3.13.8. The provider shall mark all the physical installations that are part of the public postal network it operates, including the letter boxes, the access points, means of road transport and contact points, with its name or trademark.

3.13.9. The access points where personnel is not located (letter boxes) used by a provider shall have to be thus conceived as to be able to differentiate them from the mail boxes used by the providers existing on the market (e.g. colour, form, size etc.).

3.13.10. The provider of the paper money order service shall make available to the sender and shall request the latter to fill in a standard form which accompanies the amount of money sent by means of the postal network and necessarily includes: the identity of the postal service provider; the amount of money covered by the order; the date on which the amount of money was accepted by the provider; the name, first name/denomination, the personal identification number or the registration number in the trade register or the unique identification code, as well as the sender's address; the name, first name/denomination, the personal identification number or the registration number in the trade register or the unique identification code, the address and, as applicable, the account of the addressee; the addressee's signature.

3.14. General conditions regarding the provision of postal services

3.14.1. The provider shall establish the general conditions regarding the provision of postal services with the content provided under indents 3.14.2 to 3.14.7, to be applied to the services indicated in the notification.

3.14.2. The provider shall establish the conditions for the acceptance of the postal items, respectively rules which the postal item should fulfil in order for the contract for the provision of postal services to be concluded or executed. These conditions may concern:

- a) sizes and weights of the postal items;
- b) wrapping and level of processing of the postal item;
- c) way of filling in the addressee's address and identification information;
- d) way of filling in the sender's address and identification information;
- e) minimum or maximum number of postal items which may be subject to the postal service;
- f) postal items refused at clearance (whose clearance is forbidden by the legal provisions or which cannot be processed with the regular personnel and means of the provider);
- g) geographic areas where the provider may deliver the postal items through own means and geographic areas where the provider may ensure the delivery of postal items by means of another provider;
- h) proof of identity/capacity as a representative of the sender of the person submitting the postal item at the access point where personnel is located;
- i) for the Cash-on-delivery service, paper money order service and service for insured items: the maximum limit provided of the cash-on-delivery, money order and respectively of the insured item;
- j) modalities of payment of the tariff for the postal service;
- k) the allowed currency in which clearance may be performed, respectively the amounts of money in the case of the paper money order or Cash on delivery service can be paid.

3.14.3. The provider shall establish the term for keeping the postal items which have neither been delivered to the addressee nor returned to the sender and which shall not be smaller than 9 months from their submission.

3.14.4.1. The provider shall establish the quality conditions which are to be fulfilled by the postal services provided, respectively the delivery times, as well as the terms for returning the counter-value of the postal items subject to the Cash on delivery service, respectively the terms for the senders' returning of the proof of delivery for the postal items subject to the Advice of delivery service.

3.14.4.2. The provider of Express service shall establish the guaranteed delivery times, which start from the induction of the postal item and shall observe the following conditions:

a) for the domestic postal items, the delivery times shall not exceed 12 hours within the same locality, 24 hours in the county cities and between counties, respectively 36 hours between any other two localities;

b) for the cross-border postal items, the time while the postal item is on Romania's territory may not exceed the limits set out under letter a);

c) for the cross-border postal items, the time while the postal item is outside Romania's territory may not exceed the time in which another postal item would be outside Romania's territory if it would be subject to the standard postal service provided by the universal service providers.

3.14.5.1. The provider shall establish the conditions under which its contractual responsibility towards the sender is engaged. These conditions may concern:

a) causes which engage the provider's responsibility: loss, theft, damage, deterioration, delay, failure to ensure the supplementary characteristics of services etc.

b) method for the calculation and amount of compensations;

c) clauses on the aggravation of the responsibility.

3.14.5.2. If the provider does not establish the conditions under which its responsibility towards the sender is engaged, the provisions of Articles 42 and 44 of the Government Emergency Ordinance no.13/2013, approved with amendments and completions by Law no.187/2013, shall apply.

3.14.5.3. The provider of Express service shall establish the conditions under which its responsibility towards the sender is engaged when the delivery of postal item is delayed.

3.14.6. The provider may establish the conditions under which the sender's contractual responsibility is engaged, as well as his other obligations.

3.14.7.1. The provider shall establish a simple, transparent and accessible mechanism for the settlement of the complaints lodged by the users, especially as regards the loss, theft, partial or total damage or deterioration of the postal item, as well as failure to comply with the quality conditions imposed for services. This mechanism shall contain provisions related to:

a) the person filing the complaint;

b) the ways for transmitting and confirming the receipt of the complaint;

c) the term for the submission of the complaint, which may not be shorter than 6 months from the date of induction of the postal item;

d) procedures that enable the fair and prompt settlement of complaints, especially as regards the accepted proofs;

e) the term for the settlement of the complaint, which may not exceed 3 months from its submission date;

f) a proper system (from the term and modality of payment viewpoint) for the repayment or compensation of the prejudice, for justified complaints;

3.14.7.2. The terms mentioned at indent 3.14.7.1. letters c) and e) shall apply to the cross-border postal items only where the international agreements in which Romania is a party do not stipulate otherwise.

3.14.8. If the general authorisation regime provides on the provider the obligation to establish certain terms, which are not included under the general conditions regarding the provision of postal services, the terms under the general authorisation regime shall apply.

3.15. Users' notification

3.15.1. The provider shall make available for users the general conditions regarding the provision of postal services and their corresponding tariffs, in the Romanian language, at each access point where personnel is located and on the website.

3.15.2. The provider shall post in a visible place, at each access point where personnel is located, the clearance days and times for the respective access point.

3.15.3. All mail boxes which are part of a provider's postal network shall be legibly marked with the clearance days and times for the respective access point.

3.15.4. If the provider (other than the universal service provider) may not deliver the registered postal item by own means, before accepting the postal item, it is obliged to inform the sender on the provider conveying the postal item to the addressee, as well as the method in which the delivery will be achieved.

3.16. Confidentiality of correspondence, protection of personal data, ensuring of the confidentiality of the information transmitted or stored, protection of the right to privacy

3.16.1. The operator shall not use, during the entire period of holding the postal item, manipulation methods which would alter/deteriorate, due to certain external factors, the postal item or its content.

3.16.2. The provider shall not open the postal item and shall not condition the provision of services by the opening of the postal item which was submitted sealed.

3.16.3. The provider shall not handle the postal item in such a manner as to give the possibility to any person to be aware of the content of the postal item.

3.16.4. The provider shall not disclose or offer to third parties, in any way or at any moment of the provision of postal services, information related to the identity or other personal data of the deponent, sender or addressee of the postal item or to the content of the postal item, including the amount subject to the postal item, except for the cases provided under the law.

3.17. Availability of service

3.17.1. The provider of postal services included in the scope of universal service subject to domestic postal items up to 2 kg shall collect the postal items from senders, from each access point, at least 3 days a week and at least for two hours in each of these days.

3.17.2. The provider of postal services included in the scope of universal service subject to domestic postal items up to 2 kg shall ensure the delivery of the postal items at least 3 days a week.

3.18. Quality of service

3.18.1. The provider of postal services included in the scope of universal service subject to domestic items of correspondence shall deliver to addressees 80% of the postal items within 3 working days at most from their clearance date and 95% of the same postal items within 5 working days at most from their clearance date.

3.19. Treating complaints

3.19.1.1. The provider shall receive the prior complaints addressed by the user who deems himself prejudiced because of the inappropriate provision of the service.

3.19.1.2. In the case of a postal service provided by several providers, the provider who delivered the postal item is obliged to submit for settlement the complaints received to the provider who cleared the respective postal item.

3.19.2. The prior complaint may be addressed by the sender or by the addressee.

3.19.3. The provider shall set up and update continuously a directory with all the complaints addressed by senders and addressees, including when the postal service is provided by several providers, as well as their result.

3.19.4. The complaint is deemed grounded when the contractual responsibility of the provider towards the sender is engaged.

3.19.5. The number of grounded complaints per year on the inappropriate provision of services within the scope of universal service must not exceed 2 complaints to 1,000 collected postal items.

3.20. The monitoring tariff

3.20.1. The provider has the obligation to contribute to the administrative expenses of the regulatory authority by paying an annual monitoring tariff, in the amount and under the conditions provided in Chapter X of the Government Emergency Ordinance no. 111/2011 on electronic communications, approved with amendments and completions by Law no.140/2012.

3.21. Mechanism for the compensation of the net cost of the provision of services within the scope of universal service

3.21.1. ANCOM may impose on the authorised postal service providers, according to the general authorisation procedure, for the provision of services within the scope of universal service or of services which can be substitutable to these services, to pay a financial contribution for the compensation of the net cost registered by the universal service providers, generated by the provision of services within the scope of universal service which these were designated to provide, or the obligation to collect and transfer the users' contributions to the compensation mechanism, under the conditions of Chapter V of the Government Emergency Ordinance no. 13/2013, approved with amendments and completions by Law no. 187/2013.

3.23. ANCOM notification

3.21.1. The provider shall have the following notification obligations in relation to ANCOM:

a) transmit the information requested according to the provisions under the ANCOM President's Decision on the reporting of certain statistical data by the providers of postal services;

b) make aware ANCOM of the effective installation of access points where no personnel is located (letter boxes), specifying their location and technical characteristics, within 15 days from their installation;

c) communicate amendments on the general conditions regarding the provision of postal services, as well as any other amendment of the data included under the notification sent to ANCOM, within 15 days from the occurrence date, by transmitting a notification with the copy of the proving acts, if such is the case;

e) transmit any information requested by ANCOM under the law.

NOTIFICATION

regarding the provision of postal services under the general authorisation regime

| | | |
|---|-----------------------------|----------------------|
| Name of the applicant**: | | |
| <input type="text"/> | | |
| Headquarters/Domicile of the applicant: | | |
| Full address** | | |
| <input type="text"/> | | |
| County/Sector** | City/Commune** | |
| <input type="text"/> | <input type="text"/> | |
| Village (if applicable)** | Telephone** | Fax |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| E-mail | Website | |
| <input type="text"/> | <input type="text"/> | |
| The applicant is entered into the Trade Register: | | |
| County/Sector | Unique registration code ** | |
| <input type="text"/> | <input type="text"/> | |
| Bank account | <input type="text"/> | |
| Representative of the applicant – identification information and contact data: | | |
| Surname** | First name** | |
| <input type="text"/> | <input type="text"/> | |
| National identification number** | <input type="text"/> | |
| Full address | <input type="text"/> | |
| County/Sector | City/Commune | Village |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Telephone | Fax | E-mail |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Applicant's mailing address: | | |
| Full address | | |
| <input type="text"/> | | |
| County/Sector | City/Commune | Village |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Telephone: | Fax: | E-mail: |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Applicant's contact person: | | |
| Surname | First name | |
| <input type="text"/> | <input type="text"/> | |
| Telephone | Fax | E-mail |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

A. Information required for identifying and efficiently communicating with the applicant:

B. Description of the types of services the applicant intends to provide as well as the estimated date for starting the activity (date when the right to provide the respective service shall be born):

| Types of services the applicant intends to provide | | Date (the date from which the applicant intends to obtain the right to provide postal services shall be filled in: d.d. m.m. y.y.v.v) |
|--|---|--|
| <input type="checkbox"/> A. Postal services within the scope of universal service | <input type="checkbox"/> A.1. Clearance, sorting, transport and delivery of postal items up to 2 kg (items of correspondence, printed matter) | |
| | <input type="checkbox"/> A.2. Clearance, sorting, transport and delivery of domestic and cross-border cecogrammes | |
| | <input type="checkbox"/> A.3. Clearance, sorting, transport and delivery of postal parcels up to 10 kg | |
| | <input type="checkbox"/> A.4. Distribution of postal parcels up to 20 kg sent from outside Romania's territory to an address located on its territory | |
| | <input type="checkbox"/> A.5. Service for registered items dealing with postal items up to 2 kg | |
| | <input type="checkbox"/> A.6. Service for insured items dealing with postal items up to 2 kg or postal parcels up to 10 kg, respectively postal parcels between 10 and 20 kg sent from outside Romania's territory to an address located on its territory | |
| <input type="checkbox"/> B. Postal services outside the scope of universal service | <input type="checkbox"/> B.1. Services dealing with postal items above 2 kg (items of correspondence, printed matter) | |
| | <input type="checkbox"/> B.2 Direct mail | |
| | <input type="checkbox"/> B.3. Services dealing with domestic postal parcels between 10 and 50 kg | |
| | <input type="checkbox"/> B.4. Services dealing with postal parcels between 10 and 50 kg sent from Romania to an address located outside its territory | |
| | <input type="checkbox"/> B.5. Services dealing with postal parcels between 20 and 50 kg sent from outside Romania's territory to an address located on its territory | |
| | <input type="checkbox"/> B.6. Cash-on-delivery | |
| | <input type="checkbox"/> B.7. Change of destination | |
| | <input type="checkbox"/> B.8. Special delivery | |
| | <input type="checkbox"/> B.9. Advice of delivery | |
| | <input type="checkbox"/> B.10. Express | |
| | <input type="checkbox"/> B.11. Paper money order | |

C. Details regarding the postal network used for the provision of postal services:

List with all fixed access and contact points, where personnel is located, as well as all the other infrastructure elements forming the postal network (if the table below does not contain enough space so that all information could be filled in, the applicant shall annex a new list with the respective information):

C.1. Fixed access points where personnel is located

| No. | County/Sector | City/Commune | Village | Address (Str, no. etc.) | Telephone | Fax | Public working hours (days/hours) |
|-----|---------------|--------------|---------|-------------------------|-----------|-----|-----------------------------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

C.2. Fixed contact points where personnel is located

| No. | County/Sector | City/Commune | Village | Address (Str, no. etc.) | Telephone | Fax | Public working hours (days/hours) |
|-----|---------------|--------------|---------|-------------------------|-----------|-----|-----------------------------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

C.3. Other infrastructure elements forming the postal network (e.g. sorting centres etc.)

| No. | County/Sector | City/Commune | Village | Address (Str, no. etc.) | Telephone | Fax | Public working hours (days/hours) |
|-----|---------------|--------------|---------|-------------------------|-----------|-----|-----------------------------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

D. The following documents are annexed to the notification:

copy of the registration certificate issued by the Trade Register to the legal person or to the authorised natural person, to the individual enterprise or to the family association, as the case may be*;

copy of the fiscal registration certificate, as well as copy of the certificate of registration in the Associations and Foundations Register or in the Federations Register, for non-profit-making legal person governed by private law*;

copy of the document that certifies the capacity as a representative of the applicant for the person signing the standard notification form, or copy of the identity act of the applicant-authorised natural person*;

in addition, where appropriate, copies of documents issued in accordance with the legislation of the coming state comprising equivalent information, for adequately identifying the parent-company;

only where the case might be, the designation of a contact address in Romania where the correspondence in relation to ANCOM is to be received;

only where the case might be, the designation of a person mandated to involve the applicant's liability in relation with ANCOM as well as copy of the identity act or of the registration certificate issued by the Trade Register to the legal person, or to the authorised natural person, to the individual enterprise or to the family association, mandated to involve the applicant's liability in relation with ANCOM, as the case may be, or copies of documents issued in accordance with the legislation of the coming state comprising equivalent information;

the General conditions regarding the provision of postal services.

E. The applicant consents to publishing the contact address in the Public Register of postal providers:

Yes

Signature of the representative and seal of the applicant

* Foreign applicants with headquarters in Member States of the European Union or of the European Economic Area, who have not been established in Romania, shall attach copies of documents issued in accordance with the legislation of the coming state comprising equivalent information.

Annex no.3

repealed

To

THE NATIONAL AUTHORITY FOR MANAGEMENT AND REGULATION IN COMMUNICATIONS

REQUEST FOR WAIVING THE RIGHT TO PROVIDE POSTAL SERVICES

The provider, with the headquarters/domicile registered in the city, street....., no....., block....., entrance....., floor....., app....., county/sector, fiscal code/unique registration code, represented by, domiciled in locality, street no., block, entrance, floor, app., city/commune, county/ sector, holder of the identity act series no., national identification number waives, starting, the right to provide the following types of postal services indicated in the standard-certificate no.....:

- A.1.;
- A.2.;
- A.3.;
- A.4.;
- A.5.;
- A.6.;
- B.1.;
- B.2.;
- B.3.;

- B.4.;
- B.5.;
- B.6.;
- B.7.;
- B.8.;
- B.9.;
- B.10.;
- B.11.

Other mentions (as the case may be)

We are fully aware that, where an annual monitoring tariff is owed for the year in progress, failure to send the documents under art.126 paragraph (2) of Government Emergency Ordinance no. 111/2011 on electronic communications, approved with amendments and completions by Law no. 140/2012, within 15 days from the cessation of the capacity as a provider, effects in determining the payment obligations by taking into consideration the last turnover available to the National Authority for Management and Regulation in Communications, multiplied by 1/12 and by the number of months of the year when we had this capacity, without being established the monitoring tariff, excluding the month when the capacity ended, and the last percentage of the turnover set by National Authority for Management and Regulation in Communications in view of calculating the monitoring tariff prior to the cessation.

Signature of the representative and seal of the applicant