

On grounds of the provisions under Article 10(2) indents 1 and 30, Article 11 (1) and (7), Article 12 (1), (3) and (4) of the Government Emergency Ordinance no. 22/2009 on the establishment of the National Authority for Management and Regulation in Communications of Romania, approved by Law no. 113/2010, with the subsequent amendments and completions, as well as under Article 5 (1) – (5) and Article 7 of the Government Ordinance no. 31/2013 on postal services, approved with amendments and completions by Law no. 187/2013, with the subsequent amendments and completions,

THE PRESIDENT OF THE NATIONAL REGULATORY
AUTHORITY FOR COMMUNICATIONS AND INFORMATION TECHNOLOGY

issues this:

Decision
on the general authorisation regime for the provision of postal services

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

Article 2. - (1) The general authorisation regime is the legal regime adopted by the National Regulatory Authority for Management and Regulation in Communications, hereinafter referred to as *ANCOM*, which establishes the rights and obligations of postal services providers and allows the provision of postal services without obtaining an explicit decision from ANCOM, based on the notification of the intention to provide postal services.

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

Article 3. - (1) Any person who intends to provide postal services, hereinafter referred to as the *requester*, is obliged to send ANCOM a notification in this regard, by the date of starting the activity at the latest.

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

(3) Persons that provide the following services are not subject to the obligation to send the notification in paragraph (1):

- a) transport and delivery of personal items, achieved by the sender;
- b) the transport and delivery of the sender's own items by means of its subsidiaries, if the items in question refer to the sender's activity and are directly aimed at satisfying his interest in the respective activity;
- c) transport and delivery of the items sent free of charge and directly by a person authorized for this purpose by the sender;
- d) collection, sorting, transport and delivery of postal items within a service organised for the exclusive use of public authorities, under special legal provisions;
- e) transport and delivery free of charge of the documents accompanying the goods transported and delivered with them;

- f) transport and delivery of non-addressed items;
- g) exclusively sorting or transporting postal items.

Article 4. - (1) A requester shall annex to the notification standard-form the following documents, which are part of the notification:

a) a copy of the registration certificate issued by the Trade Register Office or - as applicable - of the certificate as an individual service provider, an individual or a family undertaking or, for private non-patrimonial legal entities, a copy of the fiscal registration certificate, as well as a copy of the certificate of registration in the Registry of associations/foundations;

b) a copy of the document certifying the capacity as a requester's representative of the person signing the notification standard-form or of the identity document of the requester who is an individual service provider, or of an individual undertaking's owner;

d) the general conditions regarding the provision of postal services, signed by the requester's representative.

(2) A requester who is a foreign person with headquarters in one of the member states of the European Union or of the European Economic Area, who is not registered in Romania, instead of the documents provided in paragraph (1) letters a) and b), shall submit the copies of the documents issued in accordance with the legislation of the home country, containing equivalent information. The requester may specify a contact address on the territory of Romania, for receiving correspondence, as well as a mandated representative who shall be held responsible in front of ANCOM. In such a case, the requester shall send the Authority, together with the notification standard form, a copy of the respective person's identity documents.

(3) A requester who is a foreign person, established in Romania by setting up a unit without legal personality, will send copies of the identification documents of the mother-company, in addition to the documents provided in paragraph (1) regarding the subsidiaries.

(4) The requester may mention in the notification standard-form the date on which he estimates to commence 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).

(5) If the applicant has not indicated any estimated date or indicated a date prior to the date of the notification, he shall acquire the rights and obligations under the general authorization regime for the services indicated in the notification from the date of notification in accordance with Art. 5 (1).

(6) Documents written in a foreign language transmitted to ANCOM must be accompanied by their authorized translation into Romanian.

Article 5. - (1) The notification is not considered complete unless all legal requirements related to transmission, form and content have been met. Until the achievement of the notification, the requester shall not have the right to provide postal services.

(2) Should the requirements under paragraph (1) not be met, within 15 days from the date the notification has been submitted, ANCOM shall request, in writing, to the requester to fulfil the respective requirements.

(3) In the case provided 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 paragraphs (4) and (5) being correspondingly applied.

Article 6. - (1) The requester submitting the notification under the terms provided in the present decision is considered to be a postal services 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 provided under Article 4 paragraphs (4) or (5), as the case may be.

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

(3) Acquiring the right to provide certain postal services on the Romanian territory does not confer the right to provide such postal services on the territory of another state.

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

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

(6) The right to provide the postal services under the general authorisation regime shall not be assigned under private title to third parties.

Article 7. – Within 15 days from the notification date, ANCOM shall issue and send to the requester 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 (4) or (5), as the case may be.

Article 8. - (1) Any amendment of the data included in the notification shall be communicated to ANCOM within 15 days from its occurrence date, by transmitting an original notification together with a copy of the proving documents, if such is the case.

(2) Any change in the general conditions for the provision of postal services shall be communicated to the Authority within the term and conditions indicated in paragraph (1). The term is to be calculated from the date of commencement of postal services in accordance with the general conditions for the provision of postal services.

(3) Any change in fixed access points served by personnel, fixed contact points served by personnel or other facilities belonging to the provider's postal network shall be communicated to the Authority within 15 working days from its occurrence or from the effective operation of the respective elements of the postal network, as the case may be, by sending a notification containing the data indicated in Annex no. 2 letter C.

(4) The person established by any title in Romania following the notification under Article 4(2) has the obligation to inform ANCOM about this under the conditions of paragraph (1), by sending the documents indicated in Article 4(1) corresponding to its subsidiary.

(5) If the amendment concerns the provision of other postal services, in addition 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.

(6) In the case provided under paragraph (5), as well as in case the amendment concerns the requester/provider' identification data, as included in the standard-certificate, ANCOM shall issue a new standard-certificate and shall send it to the requester/provider.

(7) The persons who become, by absorption or by any other way, universal successors or successors with universal title of a provider who thus ceases its activity shall have the obligation to transmit ANCOM a notification under the terms and conditions in paragraph (1).

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

a) upon the provider's request, by the transmission of the original standard-certificate under Annex no. 3, together – as applicable - with the documents identifying the provider, respectively the person signing it, if they are individually mentioned in the notification standard-form, or communicated according to Article 8(1) or if the capacity as a representative of the person signing the request has ceased;

b) from the date of entering the bankruptcy procedure, under the terms of Law no.85/2014 on insolvency prevention procedures and insolvency proceeding, with the subsequent amendments and completions;

c) in the event of sanctioning the provider by withdrawing this right;

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

(2) The request specified under paragraph (1) letter a) comes into force from its transmission date to ANCOM. 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 renounce the right to provide all postal services.

(3) 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 renounce the right to provide the postal services for which he was designated as a Universal Service provider.

Article 10. - (1) The right to provide all or some categories of postal services is suspended in the following cases:

a) in case of temporary suspension of the activity registered in the Trade Register, ascertained by ANCOM or at the request of the provider, accompanied by a copy of the relevant documents issued by the National Trade Register Office or of the final court decision, as the case may be;

b) in the case of applying the right suspension sanction, according to the law, by ANCOM president's decision, communicated to the provider and published on the ANCOM website.

(2) During the suspension of the right to provide postal services according to paragraph (1) letter a) all the provider's rights and obligations in relation to ANCOM, as well as with other natural or legal persons, related to the activity of providing postal services, shall be suspended.

(3) The termination of the temporary suspension of the provider's activity produces *de jure* the renewal of the rights and obligations stipulated by the general authorization regime, the provider having the obligation to send to ANCOM a copy of the relevant documents issued by the National Trade Register Office or of the final court decision, as the case may be, regarding the resumption of business, within 15 working days from the date of entering the mention in the trade register.

(4) The sanction of suspending the right to provide postal services shall be provided by ANCOM, for a maximum of 6 months.

(5) During the period of suspension of the right to provide postal services according to paragraph (1) letter b), the postal service provider shall have, in relation with ANCOM, the obligations stipulated by the general authorization regime and other legal provisions, related to the activity of providing postal services.

(6) By way of exception to the provisions of Article 9(1) letter a), during the period of suspension of the right to provide postal services according to paragraph (1) letter b), postal service providers cannot waive the right to provide the postal services in respect of which ANCOM has provided the enforcement of the suspension sanction.

(7) Termination of the sanction by suspending the right to provide postal services results in the resumption of rights under the general authorization regime. If, after the expiry of the suspension period, the provider does not remedy the issues that have determined this measure, ANCOM may order the withdrawal of the right to provide postal services.

Article 11. - (1) Withdrawal of the right to provide postal services shall be established by decision of the ANCOM President, according to the law, communicated to the provider and published on the Authority's website.

(2) A person having been sanctioned by withdrawal of the right to provide postal services can no longer acquire the right to provide postal services for a period of 3 years from the withdrawal of the right.

Article 12. - (1) For the purpose of keeping an official record of the providers, ANCOM draws up and updates the Public Record of Postal Service Providers, available on ANCOM's website.

(2) The Public Record of Postal Service Providers includes the following data, 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 commenced;
- d) list of fixed access points served by personnel, respectively of the fixed contact points served by personnel.
- e) mentions regarding the suspension or cessation of the right to provide postal services.

Article 13. - (1) Where the present decision impose on the requester/provider the obligation to transmit certain original documents to ANCOM, these shall be stamped and signed by the requester's/provider's representative, and they may be sent to ANCOM's headquarters or to its territorial branch where the requester's domicile or headquarters belong/s, exclusively by one of the following means:

- a) at the ANCOM Registry Office, personally or through a provider's/requester's representative;
- b) using a postal service;
- 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) In cases where this decision requires the applicant/provider to send copies of documents to ANCOM, they must be signed by the representative of the requester/provider and sent to the headquarters or to the territorial structure of ANCOM where the requester's/provider's headquarters are located, by the means provided in paragraph (1), or by e-mail or fax.

(3) The transmission date is considered the date of registering the documents in the general registry for correspondence of ANCOM, the date of confirming the receipt of documents at ANCOM's headquarters through a postal service with advice of delivery, or the date of confirming the documents' receipt in electronic format, as the case may be.

(4) Where the present decision provides the transmission of certain documents by ANCOM, these documents shall be sent in original to the requester/provider's headquarters or to the correspondence address indicated in the notification standard-form through a postal service with advice of delivery, or personally; the requester/provider may agree with ANCOM to transmit the documents by other means, within the terms provided by the law.

(5) The forms provided under Article 3 (2) and Article 9 (1) letter a) may be obtained from ANCOM's headquarters, from any of its territorial branches or from the Authority's website.

Article 14. - (1) Until 31 October 2017, all postal service providers are required to transmit to ANCOM the general conditions for the provision of postal services, modified in accordance with the provisions of this Decision. The provisions of Article 8(2) and Article 13 shall apply accordingly.

(2) Until the start of the postal services provision in accordance with the general conditions for the provision of postal services amended in accordance with the provisions of this Decision - but no later than the date mentioned in paragraph (1) -, the general conditions for the provision of postal services elaborated and transmitted to ANCOM shall apply, in accordance with the provisions of the Decision of the President of the National Regulatory

Authority for Communications and Information Technology no. 2858/2007 on the general authorization regime for the provision of postal services, as subsequently amended and completed, excepting the provisions regarding the conditions for committing the provider's contractual liability to the user, to which the provisions of Article 42(1) letter a) and letter c) of Government Emergency Ordinance no. 13/2013, approved with amendments and completions by Law no. 187/2013, as amended and completed.

(3) Without prejudice to the provisions of paragraphs (1) and (2), the notification made under the terms of the Decision of the President of the National Regulatory Authority for Communications and Information Technology no. 2.858/2007 on the general authorization regime for the provision of postal services, as subsequently amended and completed, continues to produce its effects, subject to the enforcement of the rights and obligations stipulated in the present decision.

Article 15. – Annexes no.1 to 3 are part of the present decision.

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

(2) With the entry into force of the present decision, the Decision of the President of the National Regulatory Authority for Communications and Information Technology no. 2.858/2007 on the general authorization regime for the provision of postal services, published in the Romanian Official Journal, Part I, no. 608 of 4 September 2007, with the subsequent amendments and completions, shall be repealed

**PRESIDENT,
MARIUS CĂTĂLIN MARINESCU**

Bucharest, 13 April 2017

No. 313.

The General authorisation regime for the provision of postal services

1. Definitions

1.1. Within the scope of the present annex, the following definitions shall apply:

a) *postal item* – item bearing an address, in the final form in which it is to be transported and delivered to the address indicated by the sender on the item itself, on the wrapping or in a distribution list. In addition to the items of correspondence, this category includes - for example – printed matter, "M" bags, small parcels, postal parcels containing goods with or without commercial value, and money orders on paper support. This category does not include hybrid items;

b) *postal parcel* - postal item weighing up to 50 Kg, containing goods with or without a commercial value;

c) *direct mail* – postal service consisting of a minimum number of 500 domestic and cross-border postal items 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 promoting 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 to the sender, enabling the provider to identify the item internally in the postal network, and certifying the submission date, hour and minute and, usually, the payment of the tariff;

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

- the fast delivery of the postal item;

- the provider's responsibility for delays in delivering the postal item, in contrast to the terms provided in this annex;

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

f) *Advice on delivery service* - postal service whose particularity consists in handing over to the sender the proof of delivery of the registered postal item, confirmed in writing by the addressee;

g) *Change of destination service* - the postal service subject to registered postal items, whose particularity consists of the possibility to change the recipient or the delivery address before delivering the item, upon the sender's special request communicated to the provider within a pre-agreed term, as well as in the possibility of preventing the delivery of postal items;

h) *Special delivery service* - the postal service subject to registered postal items, the particularity of which consists of delivering the postal item, personally, to the recipient or to the person authorized to receive it, according to the sender's indications regarding either the date and time of the delivery at the indicated address, or the order of delivery in the case of multiple recipients;

i) *money order in paper format* - the postal service whose particularity consists of filling in a physical form on the basis of which, according to the sender's instructions, an amount is transferred and delivered to the addressee, without any deduction;

j) *commercial offer* – set of offers for the provision of postal services, except for the individual offers proposed within direct negotiations;

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, with the subsequent amendments and completions, shall also apply.

2. Postal services under the general authorization regime

2.1. Postal services within the scope of universal service

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

2.1.1.1. items of correspondence;

2.1.1.2. printed matter;

2.1.1.3. small parcels, as provided by the Universal Postal Convention and the Letter Post Regulation.

2.1.2. Services consisting of clearance, sorting, transport and delivery of domestic and cross-border cecograms

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

2.1.4. Services consisting of distribution of postal parcels between 10 and (including) 20 kg, sent from outside Romania to an address located in Romania.

2.1.5. Service for registered items processing domestic and cross-border postal items weighing up to (including) 2 kg, consisting of:

2.1.5.1. items of correspondence;

2.1.5.2. printed matter;

2.1.5.3. small parcels, as provided by the Universal Postal Convention and the Letter Post Regulation.

2.1.6. Service for insured items, dealing with:

2.1.6.1. domestic and cross-border postal items weighing up to (including) 2 kg provided under indent 2.1.1.;

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

2.1.6.3. cross-border postal parcels weighing between 10 kg and (including) 20 kg sent from outside abroad to an address located in Romania.

2.2. Postal services outside the scope of universal service

2.2.1. Services processing bulk items of correspondence, bulk postal parcels, bulk printed matter, as well as bulk small packages.

2.2.2. Services consisting of clearance, sorting, transport and delivery of domestic and cross-border postal items exceeding 2 kg, processing:

2.2.2.1. items of correspondence;

2.2.2.2. printed matter.

2.2.3. Direct mail services dealing with domestic and cross-border items

2.2.4. Services consisting of clearance, sorting, transport and delivery of "M" bags

2.2.5. Services consisting of clearance, sorting, transport and delivery of domestic postal parcels weighing between 10 kg and (including) 50 kg

2.2.6. Services consisting of clearance, sorting, transport and delivery of domestic postal parcels weighing between 10 kg and (including) 50 kg sent from Romania to an address located

abroad

2.2.7. Services consisting of distribution of cross-border postal parcels weighing between 20 kg and (including) 50 kg sent from abroad to an address located in Romania

2.2.8. Services having additional features compared to the postal services under indent 2.1. and indents 2.2.1-2.2.7:

- 2.2.8.1. pay-on-delivery;
- 2.2.8.2. change of destination;
- 2.2.8.3. special delivery;
- 2.2.8.4. advice of delivery;
- 2.2.8.5. express;

2.2.9. Service for domestic and cross-border money order on paper support.

3. Rules to be applied for the provision of postal services

3.1. Rule applicability

3.1.1. Rules under the present annex apply to all postal services, including services within the scope of universal service, which the Universal Service provider has the obligation to provide, where special provisions do not stipulate otherwise.

3.2. Postal services object

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

3.2.2. In the case of a money order on paper support, the standard postal service consists of the provider's taking over the amount of money under this service from the sender and handing it in to the addressee, as indicated by the sender, within a certain period and in exchange for a tariff.

3.2.3. A provider may add to the standard postal service various supplementary characteristics that individualize each postal service provided and that usually involve supplementary costs and tariffs.

3.2.4. Services under indent 1.1 letters d)-i) are considered distinct postal services; the provider may add different supplementary characteristics to them, including from the scope of another distinct postal service, among the ones under indent 1.1. letters d)-i).

3.2.5. Where a provider adds at least one supplementary characteristic from the scope of another distinct postal service, among the ones under indent 1.1. letters d)-i), to one of the services under indent 1.1 letters d)-i), it will mention the main postal service to which supplementary characteristics have been added. In this case, the resulting postal service will be subject to the legal regime of the main postal service mentioned, while the provider is bound to observe the supplementary characteristics, as well.

3.2.6. Where supplementary characteristics have been added to the express service - according to the provisions of indent 3.2.4 - or the supplementary characteristics added to a postal service include the ones individualising the express service, the main postal service will always be the express service.

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 an indefinite period, under the conditions of its commercial offers.

3.3.2. The provider has the right to provide the postal services indicated in the notification dealing with cross-border postal items, provided that it complies with the legislation of the states on the territory of which they provide the respective postal services.

3.4. The postal services offer

3.4.1. A provider's commercial offers, established according to the legal provisions, shall include at least the following:

- a) the general conditions regarding the provision of the respective postal services;
- b) the commercial names of the postal services, if the provider adopts or uses commercial names for certain types of services;
- c) the applicable tariffs;
- d) any supplementary characteristics, other than the postal ones mentioned under 1.1. letters d)-i), if on the offer.

3.4.2. Where a provider adopts commercial denominations of certain postal services, in its commercial offers it shall mention the category in which the respective service is included, according to the provisions under indent 2, with due regard to the provisions of items 3.2.4.-3.2.6.

3.4.3. A provider may differentiate his 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) degree of processing of the postal items, such as pre-sorting, marking the entry date or presenting the schedule in electronic format.

3.4.4. Introducing – in the commercial offers for the provision of postal services – other types of services that a provider is authorised to supply in other fields, such as (including) transport of goods, people or taxi, is forbidden.

3.4.5. Where a provider uses a trade mark or a brand name containing the wording "express" or "expres" in the commercial name of any postal service other than the express service, it shall specify - in its commercial offer - that the respective trade mark or brand name refers to a postal service that has different characteristics than the express service, as it is defined and regulated in this annex.

3.5. Postal services tariffs

3.5.1. The provider shall establish freely the tariffs for the services offered to users, including the discounts applied depending on the volume, degree of postal items processing, etc.

3.5.2. The provider may – with due regard to the legislation in force – develop any kind of systems for the payment or certification of the payment for the services it provides, except for the postal stamp.

3.5.3. Where a provider charges different tariffs based on the physical features of the postal items (particularly based on weight), it shall hold and use – at the moment of clearing the postal item through its own personnel, both at the address indicated by the sender and at each access point served by personnel – the necessary measurement tools (especially scales). Where conversion formulas are applied, e.g. volume or weight conversion, these shall be clearly highlighted in the commercial offers.

3.5.4. The tariff charged or to be charged, established based on the physical characteristics of a postal item, determined at the moment of accepting the respective postal item in the provider's postal network cannot be subsequently modified based on reassessing these physical characteristics.

3.6. Ensuring non-discriminatory access to postal services

3.6.1. In the event the provider launched a public offer, he shall ensure non-discriminatory access to the postal service indicated in it, and shall not refuse processing the postal item as long as the general conditions regarding the provision of the postal services in the offer are observed. The provider shall not refuse access to the postal service in the commercial offer unless for thoroughly justified reasons.

3.6.2. The postal service provider has the right of access to the network and associated facilities of the public postal network operated by a universal service provider, to the extent 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. The individual contract between the sender or integrator and the provider is deemed to be concluded on the moment a postal item has been accepted in the postal network, under the general conditions regarding the provision of the postal services established by the provider.

3.7.2. The contract provided under indent 3.7.1 is concluded by the sender's or integrator's accepting the provider's offer, elaborated in accordance with the provisions of indent 3.4, a written document therefor being not necessary.

3.7.3. A provider of cash-on-delivery, advice of delivery, change of destination, special delivery services and, respectively, of the service for insured items must issue a document (it may be also in electronic format) on the moment of accepting the postal item, stating the service chosen by the sender or integrator.

3.7.4. A provider of the postal service for money orders on paper support has the obligation to make available to the sender and ask him/her to fill in a standard form including mandatory fields regarding: the identity of the postal service provider; the amount of money covered by the postal mandate; the date on which the amount of money was taken over by the provider; surname and first name/trade name, personal identification code or unique identification code/fiscal identification code as well as the address of the sender; name and surname/trade name, personal identification code or unique identifier/fiscal identification code, address and, where applicable, account of the addressee; sender's signature; addressee's signature or confirmation of the remittance of the amount on the postal money order to the recipient's account, as the case may be.

3.7.5. For a postal money order on paper support, the individual contract between the sender and the provider is deemed concluded on the moment of the provider's taking over the money order form and of the amount of money to be transferred and remitted to the addressee by means of the postal network.

3.7.6. Any other clauses may be established by the parties' agreement, in compliance with the applicable legal provisions.

3.7.7. The moment of acceptance of a postal item in the postal network is the moment of submitting the postal item at the access point unserved by personnel (the letter box) or the moment of clearing the postal item by the provider's personnel.

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

3.7.9. The individual contract concluded between sender and provider shall cease in one of the following situations:

- a) by the delivery of the postal item to the addressee or its return to the sender;
- b) by the delivery of the amount on the postal money order on paper support to the addressee (the parties' responsibility subsists to this moment) or by its return to the sender;
- c) by delivery of the counter value of the good processed under the cash-on-delivery service;
- d) by remitting the sender the proof of delivery to the addressee of the postal item under the advice of delivery service;
- e) by the parties' agreement;
- f) at the expiry of the keeping term provided for at indent 3.12.1;
- g) by the contingent impossibility of contract execution, for a period of 6 months since the clearance of the postal item;
- h) *de jure*, under the provisions of indent 3.10.6 letter c) and indent 3.12.4.

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

3.8. Providing for third parties

3.8.1. A provider may conclude contracts on the provision of services of clearance, sorting, transport and delivery of postal items by third parties. For the clearance and delivery of postal items, such operations may be performed only on behalf and on the name of another postal service provider, either by a person that is a postal service provider, or by a third party that is not a postal service provider, based on a contract concluded with them in written form.

3.8.2. A postal service provider performing clearance, sorting, transport and delivery of postal items by means of any third parties that perform these operations on behalf and on its name shall be held responsible to the users for the provision of the postal service.

3.8.3. The provider may make available his postal network with a view to providing postal services only for another provider and only based on a contract concluded with it, in written form.

3.9. Clearance of the postal item

3.9.1. The clearance of the postal item may be performed only through access points not

served by personnel (mail box, automated clearance system, etc.) or through the provider's personnel, at the access points served by personnel 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 may not indicate the name/trade name or address of the sender.

3.9.3. By way of exception from the provisions of indent 3.9.2, in the case of a postal item within the scope of the money order on paper support or of the cash on delivery service, the provider shall collect the postal item only if the sender has correctly and completely indicated all its identification data.

3.9.4. The provider will be able to collect postal items dealing with goods for which special conditions as regards transport and conservation are established by legal administrative, economic, sanitary, veterinary, phytosanitary and other legal provisions, only to the extent that it holds all the permits and authorizations required for transport, handling and storage of such goods.

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, automatic delivery system, poste-restante, etc.) where the addressee has 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 served by personnel, 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. The postal items within the scope of the advice on delivery service shall be delivered only in one of the following ways:

a) 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 served by personnel, 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 postal items within the scope of the cash on delivery service shall be delivered only in one of the following ways:

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 served by personnel, 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.

c) to any automatic delivery system where the addressee agrees to receive the goods within the scope of the cash on delivery service and where the addressee can pay their counter value.

3.10.4. The amount of money under the money order on paper support shall be remitted only in one of the following ways:

a) to the address indicated by the sender, or to the addressee personally;

b) to the addressee personally or to the contact point served by personnel, after the prior transmission of a notification announcing the arrival of the postal money order;

c) to the bank account of the addressee indicated by the sender on the standard form.

3.10.5. The postal item within the scope of the express service or of the special delivery service shall be delivered to the address indicated by the sender, to the addressee personally or to the person authorised to receive the postal item.

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

a) when the postal item, cleared through access points unserved by personnel, does not comply with the general acceptance 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 decency, if these are submitted unwrapped or in a transparent wrapping;

b) when, after the clearance of the postal item, it is undoubtedly assessed that the postal item contains goods forbidden for transport or which do not comply with the special transport conditions established according to the legislation in the field, respectively the legislation of the countries on whose territory the delivery is to be performed or of the transit countries;

c) when, following the clearance of the postal item, it has produced or may still imminently produce damage to persons, environment, installations used or to other postal items; in this case, the provider may destroy that postal item in compliance with the applicable legislation – when possible, informing the sender – the contract being terminated *de jure*. The burden of proof lies with the provider.

3.10.7. The provider shall cash in, on the delivery of the postal item, the counter-value of the good under the cash-on delivery service, declared by the sender, and shall subsequently remit it to the sender.

3.10.8. The provider shall hand over the postal item under the cash-on delivery service only if the addressee or the person authorized to receive the postal item confirms in writing the receipt of the postal item by indicating the date and the name and surname in clear quality in relation to the addressee and, respectively, by adding the signature, to the form used by the provider in this respect.

3.10.9. The provider of the advice on delivery service shall deliver to the sender or integrator, under item 3.10.2, the document certifying in writing the acknowledgment of receipt of the postal item by the addressee or by the person authorized to receive the postal item.

3.10.10 The provider of the service for registered items is required to provide the sender or integrator with proof that the postal item has entered its postal network or has been delivered to the addressee, when requested by the sender, within the time limit set out under 3.14.6. letter c).

3.10.11. The provider of the service for registered items shall release to the sender or the integrator proof that the postal item has entered its postal network, when requested by the sender within the time limit set out at point 3.14.6. letter d).

3.10.12. Except for the postal items under the express and special delivery services, the provider is required to notify the addressee and to keep a postal point of contact for handing over the undelivered postal items.

3.10.13. The notification must indicate the date of notifying the addressee, the period of keeping the postal item available to the addressee, as well as the name, address and the opening hours of the point of contact where the postal item may be collected. If no receptacle is installed at the addressee's address for receiving postal items, the provider has the obligation to take all necessary steps to ensure that the addressee is made aware of the notification, including by sending it through electronic means. The burden of proof lies with the provider.

3.10.14. The retention period for postal items cannot be less than 5 days from the date of notifying the addressee and will not involve the payment of additional charges.

3.10.15. Where the sender or the integrator has requested, in writing - at the time of submitting the postal item - the rapid return of the postal item, without the notification of the addressee and without keeping the postal item available to him/her, by way of derogation from the provisions of indents 3.10.12 and 3.10.14, the provider shall return the respective postal item within the time limit set out at indent 3.14.6, to the extent that it provides this facility under the general conditions for the provision of postal services. The burden of proof lies with the provider.

3.11. Returning the postal item

3.11.1. The provider shall deliver to the sender or to the 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, or a service where the postal item could be delivered;

b) the addressee or the person authorised to receive the postal item has not been found at the indicated address, and - where applicable - the term for keeping the item prior for delivery has expired;

c) the addressee or the person authorised to receive the postal item refused to receive it or - as the case may be - to receive the amount under the money order on paper support, to sign the standard-form based on which the amount is handed over, or the written confirmation

of reception of the postal item, according to 3.10.8 - for the advice on delivery service - or to pay the counter-value of the good under the advice on delivery service.

3.11.2. The provider shall set terms for returning the items to the sender or the integrator, and may previously establish supplementary corresponding tariffs for returning the postal items to the sender.

3.12. Keeping the postal items that have been not delivered to the addressee and not returned to the sender or to the integrator

3.12.1. The provider shall keep at the user's disposal all the postal items which have neither been delivered to the addressee nor returned to the sender or the integrator, for a period established under the General conditions regarding the provision of postal services, which cannot be less than 9 months from the date of entry of the postal item, respectively 18 months from the date of entry of the postal items under the services within the scope of universal service provided by a designated universal service provider.

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 can destroy the postal item which caused or may imminently cause important damage to persons, environment, installations used or to other postal items, - in compliance with the legislation in force – and notifying the sender, if possible. In such a case, the contract ceases *de jure*, the burden of proof lying with the provider.

3.13. Marking the postal items and the elements of the postal network

3.13.1. The provider shall put a legible label with its name or trademark on all the postal items introduced in its postal network or taken over from another provider of postal services.

3.13.2. The provider shall put a legible label on all the postal items introduced in its postal network or taken over from another provider of postal services, with the date of date of acceptance of the registered postal item, respectively with the date of taking it over from another provider, except for the postal items under the direct mail items marked by postmarks printed in a printing house or by other methods of stamping or marking.

3.13.3. The entry date is the date when the postal item has been cleared by the provider's personnel.

3.13.4. The provider of Express service shall put a legible label on all the domestic and cross-border postal items cleared from the territory of Romania within the scope of this postal service, introduced in his postal network, with the date and time when the postal items were accepted.

3.13.5. The provider shall mark all the all the domestic and cross-border postal items cleared from the territory of Romania within the scope of Express service with the label "Express Service".

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

3.13.7. The provider has the obligation to ensure its own identification elements for the personnel in charge of clearing and distributing the postal items.

3.13.8. The provider of postal services shall mark - in a legible manner, with its commercial name or trade mark - all the physical installations that are part of its postal network, including the letter boxes and access points, means of transport and contact points.

3.14. General conditions regarding the provision of postal services

3.14.1. The provider shall establish - in a clear, understandable and easily accessible format - the general conditions regarding the provision of postal services containing at least the content provided under indents 3.14.2, 3.14.4-3.14.11, 3.14.13 and 3.14.16-3.14.18, based on the characteristics of each service.

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 that the contract for the provision of postal services should be concluded or executed. These conditions may concern:

a) wrapping and labelling, especially as regards fragile goods or postal items that need special treatment;

- b) returning the postal item to the sender or the integrator;
- c) postal items refused at clearance (whose clearance is forbidden by the legal provisions or which cannot be processed by the provider's regular means and personnel);
- d) for the cash-on-delivery service, the money order on paper support and the service for insured items: the maximum limit provided of the cash-on-delivery, of the money order on paper support and respectively of the insured item;
- e) the accepted currency in which the money can be collected or paid in the case of money order on paper support or in the case of the cash-on-delivery service;
- f) the type of postal items, whether domestic or cross-border, within the scope of the postal service.

3.14.3. In addition to the details provided under 3.14.2, the conditions for the acceptance of postal items may also concern:

- a) sizes of the postal items;
- b) weight of the postal items;
- c) concrete ways of submitting a postal item, depending on its characteristics, as well as the resources, and the transport and handling means available to the provider;
- d) way of filling in the sender's or the addressee's identification details;
- e) minimum or maximum number of postal items which may be processed within the scope of the postal service;
- f) geographic areas where the provider can 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, for each postal service;
- g) proof of identity/capacity as a sender's representative of the person submitting the postal item at the access point served by personnel;
- h) modalities of payment of the tariff for the postal service.

3.14.4. The provider has the obligation to set a retention period for the delivery of postal items, which cannot be less than 5 days from the date of the recipient's approval.

3.14.5. The provider has the obligation to set a specific deadline for keeping postal items which have not been delivered to the addressee and not returned to the sender, which cannot be less than 9 months from the date of submission of the postal items, respectively 18 months from the date of submission of the postal items under the services within the scope of universal service provided by a designated universal service provider.

3.14.6. The provider has the obligation to establish the quality conditions to be fulfilled by the postal services provided, respectively the terms of delivery to the addressee and of return to the sender or integrator of the postal items, as well as:

- a) the terms for returning to the sender or integrator the value of the goods submitted as postal items, in the case of the cash-on-delivery service;
- b) the terms for returning to the sender or integrator the advice, confirmed in writing by the addressee or the authorized person, on the delivery of the postal items within the scope of the advice-on-delivery service;
- c) the term within which the sender or integrator may request proof of the hand over or delivery to the addressee of the postal item within the scope of the service for registered service, which cannot be less than 9 months from the date of the provider's clearance of the postal item, as well as the term for the provider's communicating the required proof;
- d) the period within which the sender or the integrator may request the proof of the submission of the postal item which is subject of the posting service with declared value but which may not be less than 9 months from the date of collection by the provider of the respective postal item, as well as the period within which the provider will provide the required proof.

3.14.7. The provider of Express service shall establish the guaranteed delivery terms, which are calculated from the acceptance of the postal item and must observe the following conditions:

- a) for the domestic postal items, the delivery terms shall not exceed 12 hours within one locality, 24 hours in county capital cities and between counties, respectively 36 hours between any other two localities;
- b) for the cross-border postal items cleared on the territory of Romania, the time while the postal item is on Romania's territory cannot exceed the limits set out under letter a).

3.14.8 For the cross-border postal items cleared on the territory of Romania to be delivered to

an addressee in one of the EU or EEA member countries, the provider of the express service must set out guaranteed terms, expressed in hours, for the period while the postal item is on the territory of Romania.

3.14.9. The provider of express service must observe the delivery terms established in accordance with the provisions of indents 3.14.7 and 3.14.8.

3.14.10. The provider shall establish the conditions under which his contractual responsibility towards the sender is engaged. These conditions shall concern, at least:

a) causes which engage the provider's responsibility: loss, theft, damage, deterioration, failure to comply with the supplementary characteristics of services, etc., without prejudice to the provisions of Articles 42, 44 and 46 of the Government Emergency Ordinance no. 13/2013, approved with subsequent amendments and completions by Law no. 187/2013, with the subsequent amendments and completions, which have a minimal character;

b) damage amount and calculation method.

3.14.11. The sender may waive the right to damage compensation, as set out by the provisions of indent 3.14.10, in favour of the addressee.

3.14.12. The provider may establish liability worsening clauses such as the responsibility of the provider to the user for non-observance of each delivery and return term, as determined under 3.14.6.

3.14.13. 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, taking into account the service characteristics, especially as regards the delivery terms.

3.14.14. In the case of a postal service provided by several providers, the delivery of a postal item may be effected by a postal service provider distinct from the one clearing the postal item, provided that it is authorized to provide the postal service whose object that postal item is. In the case of a postal service provided by several providers, the provider who cleared the postal item is responsible to the user for the provision of that service.

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

3.14.16. The provider shall establish a simple, transparent and accessible mechanism for the settlement of the complaints received from 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 service quality conditions. This mechanism shall contain provisions related to:

a) the person filing the complaint, stating that both the sender and the addressee has this right;

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

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

d) procedures that enable the fair and prompt settlement of complaints, especially as regards the accepted proofs corresponding to the event subject to the complaint;

e) the term for the settlement of the complaint, which - cumulated with the term provided under letter f) - cannot exceed 3 months from the complaint submission date;

f) the proper term and modality of payment, of refunding or compensating the prejudice, for justified complaints.

3.14.17. In the case of well-founded complaints, the provider will pay damages within the terms and conditions set out in 3.14.16 letter f), without any express request from the user.

3.14.18. The terms and conditions set out in points 3.14.16 and 3.14.17 shall also apply to international postal items, unless otherwise provided by international agreements to which Romania is a party.

3.15. Users' information

3.15.1. The provider shall make available for users its commercial offers elaborated according to indent 3.4., in the Romanian language, at each access point served by personnel and on its website.

3.15.2. Commercial offers shall be published on the provider's website in a dedicated section, easily visible and accessible through a direct link with a suggestive name.

3.15.3. The provider is required to provide the user, in Romanian, on his own internet page,

the updated list of access and contact points operated, the type and address of these points, excepting mailboxes.

3.15.4. It is forbidden to provide the users - at the access or contact points served by personnel or on the provider's website - information that does not comply with the general conditions for the provision of postal services.

3.15.5. The provider is required to display, visibly, at each access point served by personnel, the days and times when they pick up postal items from the respective access point.

3.15.6. All the access points unserved by personnel, including mailboxes, belonging to the postal network of a provider, shall bear a legible sign with the days and times when they pick up postal items from that access point.

3.16. Confidentiality of correspondence, protecting the integrity of the postal item, and personal data, ensuring the confidentiality of the information transmitted or stored, protecting the right to privacy

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

3.16.2. The provider shall not open a cleared sealed postal item, except for the situations provided under indent 3.10.6 letters b) and c).

3.16.3. The provider shall not bind the provision of postal services by the opening of the postal item, except for the situations where there are indications that the respective postal item may contain goods that do not comply with the general acceptance conditions.

3.16.4. 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.

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

3.17. Handling complaints

3.17.1. The provider shall receive the prior complaints addressed by the user who deems himself/herself prejudiced because of the provider's failure to provide or to properly provide the service.

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

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

3.17.4. The provider shall draw up and permanently update a general directory with all the complaints submitted by senders or addressees, the grounding documents requested from these and the result of the complaint settlement, including where the postal service is provided by several providers.

3.17.5. The complaint is deemed grounded when the contractual responsibility of the provider towards the sender or the addressee is engaged.

3.18. Monitoring tariff

3.18.1. The provider has the obligation to pay the Authority an annual monitoring tariff, the amount and the conditions of which are 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, with the subsequent amendments and completions.

3.19. Mechanism of compensating the net cost for the provision of services within the scope of universal service

ANCOM may impose on authorized postal service providers, under the general authorization procedure, the payment of a financial contribution for compensating the net cost incurred by universal service providers, generated by the provision of services within the scope of universal service, which they have been designated to provide and/or the obligation to collect and transfer user

contributions to the compensation mechanism, under the provisions of Chapter V of Government Emergency Ordinance no. 13/2013, approved with amendments and completions by Law no. 187/2013, as amended and completed.

3.20. Informing ANCOM

The provider has the following obligations to inform ANCOM:

- a) to transmit the requested information according to the provisions of ANCOM President's decision regarding the reporting of statistical data by the providers of postal services;
- b) to communicate, in an editable electronic format - according to Annex no. (2) to the decision - amendments, additions or updates regarding access points or fixed contact points served by personnel or other constructions belonging to the postal network, where that information comprises more than 20 such items of the postal network ;
- c) to transmit any information requested by ANCOM according to the legal provisions.

NOTIFICATION
regarding the provision of postal services under the general authorisation regime

A. Data necessary for identifying and efficiently communicating with the requester*:

Requester's name**:		
.....		
Requester's headquarters:		
Address, in full** (Street, no., building, entrance, floor, apartment)		
County/Sector**	City/Commune**	
Village (where applicable)**	Telephone**	Facsimile
E-mail**	Website**	
Bank account (24 characters)		
The requester is registered with the National Register***:		
County/Sector	Unique registration code**	
Requester's representative – identification data and contact data:		
Surname**	Given name**	
Personal identification code**		
Address, in full (Street, no., building, entrance, floor, apartment)		
County/Sector	City/Commune	Village
Telephone	Facsimile	E-mail
Post address of the requester:		
Address, in full (Street, no., building, entrance, floor, apartment)		
County/Sector	City/Commune	Village
Telephone	Facsimile	E-mail
Requester's contact person:		
Surname	Given name	
Telephone	Facsimile	E-mail

* In the case of foreign applicants with headquarters in the Member States of the European Union or the European Economic Area, who have not settled in Romania, the equivalent identification information shall be provided.

** Filling in these fields is mandatory; this obligation will not apply in the case of e-mail and the website, if they do not exist.

*** Trade Register, Register of Associations and Foundations, Registry of Federations, etc.

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

Types of services the requester intends to provide		Date (date when the requester intends to acquire the right to provide postal services: d.d. m.m. y.y.y.y.)
<input type="checkbox"/> A. Postal services within the scope of universal service	<input type="checkbox"/> A.1. Clearance, sorting, transport and delivery of domestic and cross-border postal items up to – including – 2 kg (items of correspondence, printed matter)	
	<input type="checkbox"/> A.2. Clearance, sorting, transport and delivery of domestic and cross-border cecograms	
	<input type="checkbox"/> A.3. Clearance, sorting, transport and delivery of domestic and cross-border postal parcels up to – including – 10 kg	
	<input type="checkbox"/> A.4. Distribution of domestic and cross-border postal parcels weighing from 10 kg to (including) 20 kg sent from abroad to an address located on Romania’s territory	
	<input type="checkbox"/> A.5. Service for registered items processing domestic and cross-border postal items up to – including – 2 kg (items of correspondence, printed matter)	
	<input type="checkbox"/> A.6. Service for insured items processing domestic and cross-border postal items up to – including – 2 kg (items of correspondence, printed matter) or domestic and cross-border postal parcels up to (including) 10 kg, respectively cross-border postal parcels weighing from 10 kg to (including) 20 kg sent from abroad to an address located on Romania’s territory	
<input type="checkbox"/> B. Postal services outside the scope of universal service	<input type="checkbox"/> B.1. Clearance, sorting, transport and delivery of domestic and cross-border postal items exceeding 2 kg (items of correspondence, printed matter)	
	<input type="checkbox"/> B.2. Direct mail services processing domestic and cross-border postal items	
	<input type="checkbox"/> B.3. Clearance, sorting, transport and delivery of domestic postal parcels weighing from 10 kg to (including) 50 kg	
	<input type="checkbox"/> B.4. Clearance, sorting, transport and delivery of cross-border postal parcels weighing from 10 kg to (including) 50 kg sent from Romania’s territory to an address located abroad	
	<input type="checkbox"/> B.5. Delivery of cross-border postal parcels weighing from 20 kg to (including) 50 kg sent from abroad to an address located on Romania’s 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-on-delivery	
	<input type="checkbox"/> B.10. Express service	
	<input type="checkbox"/> B.11. Domestic and cross-border money order on paper support	

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

List with all fixed access and contact points, served by personnel, as well as all the other infrastructure elements in the postal network (if the table below does not contain enough space for all the data to be filled in, the requester shall annex a list with the respective data):

C.1. Fixed access points served by personnel (by means of which postal items may be introduced in the postal network)

No.	County/ Sector	City/ Commune	Village	Address (Street, no., etc.)	Teleph one	Facsi mile	Public opening hours (time intervals should be indicated, e.g.: Monday - Friday 9:00-17:30.)
1.							
2.							
3.							

C.2. Fixed contact points served by personnel (by means of which postal items may be delivered to the addressees)

No.	County/ Sector	City/ Commune	Village	Address (Street, no., etc.)	Telepho ne	Facsi mile	Public opening hours (time intervals should be indicated, e.g.: Monday - Friday 9:00-17:30.)
1.							
2.							
3.							

C.3. Other buildings in the postal network (e.g. sorting centres, transit centres, warehouses, etc.)

No.	County/ Sector	City/ Commune	Village	Address (Street, no., etc.)	Telephone	Facsimile
1.						
2.						
3.						

D. The following documents are annexes to the notification:

- a copy of the registration certificate issued by the Trade Register Office or - as applicable - of the certificate as an individual service provider, an individual or a family undertaking**
- a copy of the fiscal registration certificate, as well as a copy of the registration certificate issued by the Registry of associations/foundations of in the Registry of federations, for private non-patrimonial legal entities**
- proof of capacity as the requester's representative of the person signing the standard form of the notification, in copy, or the identity document of the authorised natural person or individual enterprise, in copy **;
- additionally, where appropriate, the documents issued in accordance with home-country legislation containing equivalent information for the proper identification of the parent company, in copy;
- if applicable, the designation of the contact address on the territory of Romania for receiving the correspondence from ANCOM;
- if applicable, the appointment of a person empowered to engage the applicant's liability in relation to ANCOM, as well as the identity document or the registration certificate issued by the Trade Register Office of the legal entity or, as the case may be, of the authorized natural person, of the individual enterprise or of the family enterprise, empowered to engage the applicant's liability in relation to ANCOM, or documents issued in accordance with the law of the home-country containing equivalent information, in copy;
- The General conditions regarding the provision of postal services

E. The requester expresses his/her agreement regarding the publication of the contact address in the public registry of postal service providers:

- Yes

Signature of the requester's representative

* Documents will be communicated to ANCOM in an editable electronic format, according to letter C, when the notification/list contains more than 20 elements of the postal network.

** In the case of foreign applicants based in the Member States of the European Union or in the European Economic Area who have not settled in Romania, documents issued in accordance with the home Member State's legislation containing equivalent information shall be annexed, in copy.

To,

National Authority for Management and Regulation in Communications

**NOTIFICATION
on waiving the right to provide postal services**

The undersigned provider,
headquartered in, Street no., building, entrance
....., floor, apartment, county/sector, fiscal code/unique
registration code, represented by
....., with address in, Street
..... no., building, entrance, floor,
apartment, city/commune, county/sector, personal
identification code, waives the right to provide, starting from
....., the following types of services:

I. all the types of postal services for which it is authorised;

II. certain types of postal services, as follows:

A. postal services within the scope of universal service

A.1. clearance, sorting, transport and delivery of domestic and cross-border postal items up to – including – 2 kg (items of correspondence, printed matter)

A.2. clearance, sorting, transport and delivery of domestic and cross-border cecograms

A.3. clearance, sorting, transport and delivery of domestic and cross-border postal parcels up to – including – 10 kg

A.4. distribution of domestic and cross-border postal parcels weighing from 10 kg to (including) 20 kg sent from abroad to an address located on Romania's territory

A.5. service for registered items processing domestic and cross-border postal items up to – including – 2 kg (items of correspondence, printed matter)

A.6. service for insured items processing domestic and cross-border postal items up to – including – 2 kg (items of correspondence, printed matter) or domestic and cross-border postal parcels up to (including) 10 kg, respectively cross-border postal parcels weighing from 10 kg to (including) 20 kg sent from abroad to an address located on Romania's territory

B. services outside the scope of universal service

B.1. clearance, sorting, transport and delivery of domestic and cross-border postal items exceeding 2 kg (items of correspondence, printed matter)

B.2. direct mail services processing domestic and cross-border postal items

B.3. clearance, sorting, transport and delivery of domestic postal parcels weighing from 10 kg to (including) 50 kg

B.4. clearance, sorting, transport and delivery of cross-border postal parcels weighing from 10 kg to (including) 50 kg sent from Romania's territory to an address located abroad

B.5. delivery of cross-border postal parcels weighing from 20 kg to (including) 50 kg sent from abroad to an address located on Romania's territory

B.6. cash-on-delivery service

B.7. change of destination service

B.8. special delivery service

B.9. advice-on-delivery service

B.10. express service

B.11. domestic and cross-border money order on paper support

Mentions (if applicable):
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We are aware that, if a monitoring fee is due for the current year, the failure to send the documents provided under Article 126 (2) of Government Emergency Ordinance no. 111/2011 on electronic communications, approved with amendments and completions by Law no. 140/2012, as amended and supplemented, within 15 days from the date of cessation of the quality of the provider, shall trigger determining the payment obligation by taking into account the last turnover known by the National Authority for Management and Regulation in Communications, multiplied by 1/12, and by the number of months of the year in which we had this quality without an established monitoring tariff, except for the month in which the quality ceased, and the latest percentage of the turnover considered by the National Authority for Management and Regulation in Communications in calculating the monitoring tariff prior to the quality cessation.

Signature of the provider's representative

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