

Terms and Conditions for Door2Door Distributions

1. 'Door2Door' is an unaddressed mail service for delivery to specifically selected areas or localities. Delivery is made over 5 days commencing Monday and ending Friday.
2. Should the delivery week include a Bank Holiday a surcharge of 20% will be added to the price.
3. An Agreement detailing the service to be provided must be completed, and a deposit received in advance. The balance of the charge must be paid by the Wednesday prior to the start of delivery. Any additions or variations must be in writing and signed on behalf of Isle of Man Post Office and the customer.
4. Completion and signing the Agreement form assumes acceptance of the Terms and Conditions for the service.
5. The 'distribution date' refers to the Monday of the week of distribution.

Presentation to IOM Post

Items for distribution must:

6. Be delivered to ~
The Door2Door Co-ordinator
Isle of Man Post Office
Douglas Mail Centre
Spring Valley Industrial Estate
Douglas
ISLE OF MAN
IM2 1AA
7. Be delivered by 17.00 on the Wednesday prior to the week in which the items are to be distributed by Isle of Man Post Office. If not delivered by this time, a new distribution date, subject to availability, will have to be agreed.
8. Be delivered to Isle of Man Post Office in bundles of 50 or 100. If not delivered in bundles of 50 or 100, Isle of Man Post Office will impose a surcharge of 5% (minimum £20) of the contract price to cover extra costs incurred.
9. Be delivered in sufficient quantity for Isle of Man Post Office to fulfil the distribution. Where the number of items is insufficient to achieve delivery to all addresses specified in the schedule, Isle of Man Post Office will decide at its discretion which addresses will receive an item

10. At the discretion of Isle of Man Post Office, any surplus items may be returned to the customer or destroyed by Isle of Man Post Office at the customer's expense.

Conditions

11. The mailing should comply with the following conditions:

Each item should be:

- i. Minimum Size 110 x 150mm (A6)
- ii. Maximum Size 210 by 297mm (A4)
- iii. Maximum Weight 100g

12. The item should conform to the latest version of the ASA regulations and any other relevant legislation, regulations or codes of practice.

13. Further, Isle of Man Post Office reserves the right to refuse to accept/or to deliver items however presented, which:

- i. are likely to cause embarrassment to Isle of Man Post Office, its employees or the recipients
- ii. are harmful or dangerous
- iii. are prohibited or restricted by law, regulations or guidelines of any sort, including but not limited to, those listed as prohibited or restricted mail
- iv. contain or display a return address unless an Isle of Man Post Office Business Reply Licence is held
- v. contain or display a Postage Paid Impression (an Isle of Man postmark signifying that postage has been paid on an item)
- vi. do not meet the Terms and Conditions for this service

Compensation

14. If items are lost or damaged by Isle of Man Post Office prior to distribution, compensation may be paid up to the replacement cost of the item, limited to the reasonable cost of printing the particular item.

15. Any claims for compensation must be submitted in writing within 30 days of the end of the delivery period. Claims must be substantiated in all respects to the satisfaction of Isle of Man Post Office.

16. Isle of Man Post Office does not offer compensation for consequential loss, and is not liable for any loss of profits, business revenue, goodwill or anticipated savings whether direct, indirect, foreseeable or unforeseeable arising out of delay or

failure in conveyance or delivery by either an employee of Isle of Man Post Office or one of its partners.

Cancellation

17. If the delivery is cancelled by the customer, or the items are not delivered by the due date, charges will be payable as follows:
- i. within 7 days of the distribution date, the full amount of the agreed cost of the delivery
 - ii. within 14 days of the distribution date, 75% of the amount of the agreed cost of the delivery
 - iii. within 21 days of the distribution date, 50% of the amount of the agreed cost of the delivery
 - iv. more than 21 days prior to the distribution date 10% of the amount of the agreed cost of the delivery

Prices

18. Prices are based on a combination of the number and weight of items in the distribution. If the weight varies from the original Contract a surcharge will be applied.

Weight	All Island	Selected Districts
Up to 35g	£73 per 1,000	£85 per 1,000
36g to 70g	£101 per 1,000	£110 per 1,000
71g to 100g	£126 per 1,000	£140 per 1,000

19. A 10% non-refundable deposit must be paid as confirmation of booking.
20. Any changes to the agreed distribution date will be subject to availability.
21. Changes to the distribution date will incur a surcharge (10% of the total delivery charge up to a maximum of £200.00). If changes are made within 21 days of the distribution date cancellation charges will apply.
22. Isle of Man Post Office will invoice for the balance less deposit already paid. This balance is due no later than 5.00pm on the Wednesday prior to the week in which the items are to be distributed by Isle of Man Post Office. If no payment has been received by this date, the leaflets will not be distributed.

Termination

23. Isle of Man Post Office may terminate a distribution or the Agreement if:
- any charges are not paid by the due date
 - any debt to Isle of Man Post Office remains outstanding
 - An interim order within the meaning of the Insolvency Acts has been made against the customer.
 - the customer is a company where an administrator or receiver has been appointed, or any composition for its creditors has been made
 - Isle of Man Post Office's obligations, for confidentiality and under the Data Protection Acts cannot be applied in full.

Force Majeure

24. Isle of Man Post Office shall not be liable for any breach of its obligations or for compensation or refund for loss, damage or delay resulting from an Event of Force Majeure. Such events, which are outside Isle of Man Post Office's control, include, but are not restricted to, adverse weather conditions, fire, flood, explosions, accidents, traffic congestion, mechanical breakdown, obstruction of any public or private highway, acts of terrorism, vandalism, government act, riot, war, act of God or industrial dispute.
25. Isle of Man Post Office will endeavour to make its customers aware of an Event of Force Majeure, giving details of the circumstances and as much notice as possible together with a reasonable estimate of when it is likely to cease.
26. If an Event of Force Majeure continues for more than 30 days, then Isle of Man Post Office shall be entitled to terminate any agreements, and shall not have any liability in respect of the termination caused by the Event.

Consequential Loss

27. Isle of Man Post Office does not offer compensation for consequential loss on any of its services.
28. Isle of Man Post Office is not liable for any loss of profits, business revenue, goodwill or anticipated savings whether direct, indirect, foreseeable or unforeseeable arising out of delay or failure in conveyance or delivery by either an employee of Isle of Man Post Office or one of its partners.

Jurisdiction

29. These Terms and Conditions shall be governed by and construed in accordance with Isle of Man law and subject to the exclusive jurisdiction of the Manx Courts.