

DOCUMENT STORAGE AND RETRIEVAL SERVICE TERMS AND CONDITIONS

1. Description

The Box It Service is designed to provide document storage and retrieval services.

2. Available to

All Customers registered or resident in the Isle of Man.

3. Definitions

- 3.1. "Box/Boxes" means the physical box provided by the IOMPO to be used by the Customer for the storage of material in relation to the Service.
- 3.2. "Charges" means the charges for the use of the Service as set out in section 11 below.
- 3.3. "Credit Account" means a credit account agreed between You and the IOMPO upon the terms set out in the Terms and Conditions.
- 3.4. "Customer" means any legal person applying for the Service.
- 3.5. "IOMPO" means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.6. "Service" means the Box It service as described in section 4 of these terms and conditions.
- 3.7. "Terms and Conditions" means the general terms and conditions which apply to the delivery of the Service and which can be found at www.iompost.com.
- 3.8. "We", "Us" and "Our" means the IOMPO.
- 3.9. "Quotation" means the quotation provided by the IOMPO setting out the details of the Service to be provided, the Charges and any other relevant terms and conditions.
- 3.10. "You" and "Your" means the Customer.

4. The Terms and Conditions apply to the delivery of the Service.

5. Services

- The provision of standard documentation and basic training on the box it management system which will comprise details of the procedures to be followed in requesting and returning boxes/files.
- The provision of the Physical Box necessary to store the files/documents.
- The physical retrieval and delivery of the physical box to the Customer's premises.

6. Application

6.1. Upon receipt of Your enquiry concerning the Service:

6.1.1. the IOMPO will contact You to assess Your needs; and

6.1.2. the IOMPO will then prepare and provide a Quotation to You.

6.2. Upon receipt of the Quotation:

6.2.1. if You are happy to proceed with the provision of the Services on the basis of these terms and conditions and the Quotation You must inform the IOMPO and at this time the contract (which incorporates these terms and conditions and the Quotation) between the IOMPO and You will be formed;

6.2.2. if You do not inform the IOMPO within ninety (90) days or if You confirm to the IOMPO within that time that You do not wish to proceed with the Service then any future requests for Services must be by means of a new Quotation.

7. Duration

7.1. The Services will be provided for a period set out in Your Quotation.

7.2. Either You or We may terminate the Contract by giving three (3) months' notice in writing to the other.

8. Your obligations

You will be responsible for:

- The payment of the Charges.
- Filling the Boxes prior to the date arranged for collection of the Box by the IOMPO.
- Ensuring that the maximum weight for the Box is not exceeded.
- Obtaining and maintaining adequate insurance cover in respect of the storage and transportation of the Boxes.
- Ensuring that Boxes (and not any other form of receptacle) are used for the storage of the documents to be collected by the IOMPO.
- Checking the delivery of any retrieved Boxes and for signing the IOMPO delivery sheet/book forthwith upon delivery (such signature being deemed to be conclusive evidence that the correct Boxes have been delivered by IOMPO).

9. Limitations/Exceptions

You warrant to the IOMPO that:

- You will ensure that the weight of any Box provided to the IOMPO for collection does not exceed twelve kilograms (12kg) in weight.
- You are the owner of the documents, material or other matters contained within the Box as at the time of collection and that if you cease to be the owner of any item within a Box after the date of collection you will inform the IOMPO forthwith.
- You will not include within a Box any document or item which has an inherent or face value.

- You will not include within any Box any documents or other material which are of a defamatory nature or which will in any way infringe the Intellectual Property Rights of any third party nor documents that contain anything obscene, libellous, offensive, abusive, menacing or pornographic, or in any other way unlawful, nor any explosives or other hazardous or potentially hazardous items.

10. Our obligations

The IOMPO will be responsible for:

- The provision of Boxes.
- The production of the delivery sheet/book for signature by you upon delivery of any retrieved Boxes.
- Complying with the following service levels:
 - Where notification is received from you by no later than 14:30 hours retrieval and delivery of Box by no later than 16:30 hours on the same working day;
 - Where notification is received from you by later than 14:30 hours retrieval and delivery of Box by no later than 09:30 hours on the next working day.

11. Charges and Payment Terms

11.1. The Charges for the Service will be set out in Your Quotation.

11.2. The Charge payable is for the full term. IOMPO is not liable for any refund or credit if the full term is not utilised for any reason initiated by either IOMPO or the Customer.

11.3. Customers must have a Credit Account with IOMPO and maintain it for the duration of the Licence.

12. Limit of Liability Amount

12.1. IOMPO does not accept liability for any loss of contracts, business, profits, revenue, goodwill, anticipated savings, data or information.

12.2. The aggregate liability of the IOMPO to You for any, and all claims losses damages or expenses from any cause whatsoever shall be limited to five pounds sterling (£5) per Box.