

Terms and conditions

1. Description

'Door2Door' is an unaddressed mail service for delivery to specifically selected areas or localities. Standard deliveries are made over five (5) days commencing Monday and ending Friday.

2. Available to

This Service is available to Personal Customers and Business Customers.

3. Definitions

- 3.1. 'Agreement' means a document emailed or posted to You setting out the details and terms of the Service to be provided.
- 3.2. 'Charges' means the charges for the use of the Service as set out in section 9 below.
- 3.3. 'Credit Account' means a credit account facility provided by IOMPO subject to the Credit Account 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. 'Material' means the items supplied to IOMPO for distribution via the Service.
- 3.7. 'Service' means the Door2Door service.
- 3.8. '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
- 3.9. 'We', 'Us' and 'Our' means the IOMPO.
- 3.10. 'You' and 'Your' means the Customer.

4. General Terms

The Terms and Conditions apply to the provision of these Services by the IOMPO.

5. Application

- 5.1. The Service can be accessed by contacting the Business Development Team, and is available on a 'first come-first served' basis.
- 5.2. An Agreement detailing the service to be provided must be supplied to the Customer by IOMPO in order for a Door2Door distribution to be finalised.
- 5.3. Receipt of an Agreement together with the supply of Door2Door Material and/or payment assumes acceptance of the terms and conditions for the Service.

6. Service & Duration

- 6.1. A normal distribution week will last for five (5) days, from Monday to Friday.
- 6.2. The distribution date refers to the Monday (or in the case of a Bank Holiday Monday, Tuesday) of the week of distribution.

7. Special Conditions

- 7.1. IOMPO reserves the right at its sole discretion to refuse or accept distributions at any point prior to the delivery of Material, which:
 - 7.1.1. Uses Material detailing the same or similar subject matter to another distribution during the same week, which arrangement takes precedence (in this case, the earliest agreed distribution conforming to the terms and conditions will take precedent).
 - 7.1.2. Are likely to cause embarrassment to IOMPO, its employees or prospective recipients;
 - 7.1.3. Are harmful or dangerous;
 - 7.1.4. Are prohibited or restricted by law, regulations or guidelines of any sort including but not limited to those listed as prohibited or restricted mail;
 - 7.1.5. Contain or display a return address unless an IOMPO Business Reply License is held;
 - 7.1.6. Contain or display a Postage Paid Impression (whether IOMPO or otherwise, detailing a postmark signifying that postage has been paid on the Material).
 - 7.1.7. Do not meet the terms and conditions for Door2Door.
- 7.2. Material for distribution must be delivered:
 - 7.2.1. To: The Door2Door Co-ordinator – PHG Locker
Isle of Man Post Office
Postal Headquarters
Spring Valley Industrial Estate
Douglas
Isle of Man
IM2 1AA
 - 7.2.2. By 1600hrs on the Thursday prior to the week in which the items are to be distributed by IOMPO. If Material is not distributed by this time, IOMPO reserves the right to defer the distribution to the next available distribution slot.
 - 7.2.3. Presented in discreet bundles of fifty (50) or one hundred (100) items. If Material is not presented in discreet bundles, IOMPO may impose a surcharge of five percent (5%) of the total distribution costs to cover the additional costs incurred in operating the distribution.
 - 7.2.4. In sufficient quantity to enable IOMPO to fulfil the distribution as per the Agreement. Should an insufficient quantity of Material be provided, IOMPO may decide at its own discretion:
 - (a) Which addresses will receive material; or
 - (b) Whether or not the distribution will go ahead, if not, deferring the distribution to the next available distribution date.

In any case IOMPO will endeavour to notify the customer of any changes to the Agreement at the earliest possible opportunity.
- 7.3. Material content must conform to the latest version of the Advertising Standards Authority (see www.asa.org.uk) and any other relevant legislation, regulations or codes of practices.
- 7.4. Any additions or variations must be in writing and acknowledged on behalf of the IOMPO and the Customer.

8. Limitations/Exceptions

- 8.1. Unless prior arrangements have been made for IOMPO to receive surplus items, any surplus items may be returned to the Customer or destroyed at IOMPO's sole discretion and the Customer's expense.
- 8.2. Material for standard distributions must comply with the following conditions:
 - 8.2.1. Minimum size 110 x 150mm (A6)
 - 8.2.2. Maximum size 210 x 297mm (A4)
 - 8.2.3. Maximum weight 100g

9. Charges & Payment Terms

- 9.1. Prices for the Service are available at www.iompost.com, and published in the Isle of Man Post Office Price Guide.
- 9.2. The balance of any Charges must be paid by the Thursday prior to the start of delivery, unless the Customer holds a valid Credit Account with IOMPO and arranges to be charged via this for using the Service.
- 9.3. If the delivery is cancelled by the Customer, or the Customer fail to provide Material for distribution having received an Agreement, IOMPO reserves the right to:
 - 9.3.1. Defer the distribution to the next available distribution date;
 - 9.3.2. Within seven (7) days of the distribution date, Charge the full amount of the agreed cost of the delivery.
- 9.4. Any changes to the agreed distribution arrangements will be subject to availability and ultimately at IOMPO's sole discretion.
- 9.5. In the case of a company with an IOMPO Credit Account, require the Customer to pay for the Service within the terms and conditions of their Credit Account; or
- 9.6. In the case of Customers without an IOMPO Credit Account, require the Customer to pay in full by the Thursday prior to the distribution week.
- 9.7. IOMPO does not offer compensation for consequential loss, and is not liable for any loss of profits, goodwill, or anticipated sales or savings whether direct, indirect, foreseeable or unforeseeable arising out of delay or failure in conveyance of delivery by either IOMPO, an employee of IOMPO or any of its business partners.
- 9.8. Any other claims for compensation must be submitted in writing within thirty (30) days of the end of the delivery week. In all cases claims must be substantiated in all respects to the satisfaction of IOMPO.