

GENERAL

Terms & Conditions

1. Acceptance

IOMPO reserves the right to refuse any application for Services at its sole discretion and without further explanation and to withdraw the Services from You for any breach of the Contract.

2. Customs

2.1 All postal items may be examined by the Isle of Man Customs and Immigration Division, but normally letters and packets containing documents or similar forms of correspondence are excluded. Customs documentation is required for all items containing goods sent to destinations outside the UK, including the Channel Islands.

2.2 It is a serious criminal offence to redirect or attempt to redirect mail without the proper authority and IOMPO will refer any suspected unauthorised redirections to the appropriate authorities.

2.3 You are solely responsible for ensuring that all customs data, commercial information, Electronic Advance Data and documentation are complete, accurate, valid, up to date and compliant with applicable law. This includes plain-language goods descriptions, commodity codes, quantities, values, currency, country of origin, sender and recipient details, licences, permits and supporting documents, as applicable.

2.4 Any customs validation, classification, screening or landed-cost tool made available to You is provided for guidance only. It is not customs, tax or legal advice and does not guarantee classification, valuation, duties or taxes, customs clearance or delivery. You must review and verify the output before posting.

2.5 You remain responsible for compliance with applicable customs, tax, sanctions, import, export and trade-control requirements.

3. Prohibited and Restricted Items

You must not send Prohibited Items and must comply with all restrictions applying to the item and destination country. You are responsible for checking the rules before posting. Use of a customs or duties-paid service does not make a prohibited or restricted item acceptable and does not remove Your obligation to obtain any licence, permit, consent or other authority required for export, import or delivery.

4. Indemnity

Notwithstanding any other provisions, You will indemnify and keep indemnified IOMPO and its successors in title against any costs, damages and claims incurred or that may be incurred by IOMPO in connection with the Contract and arising directly or indirectly from any act or omission by You or any others authorised by You.

5. Confidentiality

5.1 Both Parties hereby undertake to the other to:

5.1.1 treat Confidential Information belonging to the other with the same degree of care that it uses for its own Confidential Information;

5.1.2 not, without the prior written consent of the other, disclose Confidential Information belonging to the other in whole or in part to any other person, save those employees, agents or subcontractors involved in the provision or receipt of the Services who need to know it;

5.1.3 use the Confidential Information belonging to the other solely in connection with the provision or receipt of the Services and not for its own benefit or the benefit of any third party.

5.2 Both Parties undertake to make all relevant employees, agents and subcontractors aware of the confidentiality of the other Party's Confidential Information and the provisions of this Condition 5, to take all steps necessary to ensure compliance, and to indemnify the other Party against any breach of this Condition 5.

5.3 Nothing in this Condition 5 prevents IOMPO from disclosing Confidential Information obtained from You to any consultant, contractor or other person engaged by IOMPO in connection with the Services, provided that IOMPO has obtained a signed confidentiality undertaking on substantially the same terms as this Condition 5.

6. Limitation of Liability

6.1 This Condition sets out the entire financial liability of IOMPO to You, including liability for the acts or omissions of its employees, agents and subcontractors, arising from:

6.1.1 any breach of the Contract;

6.1.2 any representation, statement or tortious act or omission, including negligence, arising under or in connection with the Contract.

6.1.3 Nothing in this Condition limits or excludes either Party's liability for death or personal injury resulting from negligence, or any breach of obligations implied by section 22 of the Supply of Goods and Services Act 1996.

6.2 Neither Party shall be liable to the other Party for:

- loss of profits;
- loss of business;
- depletion of goodwill or similar losses;
- loss of anticipated savings;
- loss of contract;
- loss of use;
- loss or corruption of data or information;
- other financial losses;
- any other loss not directly arising from either Party's breach, negligence or other event;

6.3 The aggregate liability of IOMPO to You for all claims, losses, damages or expenses from any cause whatsoever shall be limited to the applicable Limit of Liability Amount.

7. Data Protection

IOMPO will comply with the Data Protection Act 2018 in the provision of the Services. You are advised to read IOMPO's statement on Privacy, Data Protection and Sharing of Information at www.iompost.com/help/privacy-policy/, which forms part of any Contract between You and IOMPO.

8. Additional Insurance

Where permitted by the Service Terms and Conditions, You may purchase Additional Insurance from IOMPO on the terms set out in Schedule 2.

9. Credit Account

Where You are required to have a Credit Account to receive the Services, that Credit Account will be opened and managed in accordance with Schedule 3.

10. Force Majeure

10.1 Neither Party shall be liable for any breach of its obligations under the Contract resulting from an event of Force Majeure.

10.2 Each Party will endeavour to notify the other upon becoming aware of an event of Force Majeure, giving details of the circumstances, as much notice as reasonably possible and a reasonable estimate of when the event is likely to cease.

10.3 If an event of Force Majeure continues for more than thirty (30) days, either Party may terminate the Contract and neither Party shall have any liability to the other in respect of termination caused by the event.

11. Due Diligence

You agree to provide such Due Diligence Information as IOMPO shall reasonably require at any time while the Services are being provided and for such period afterwards as may be reasonably necessary.

12. Waiver

A waiver by either Party of a breach or default of any provision of the Contract shall not be construed as a waiver of any succeeding or continuing breach of the same or any other provision. No delay or omission by either Party in exercising any right, power or privilege shall operate as a waiver.

13. Notices

Any notice, request, instruction or other document to be given under the Contract shall be delivered by hand, sent by post or sent by email, with email transmission confirmed by letter posted within twelve (12) hours, to the registered office address of the other Party and the address set out in the Services Schedule, or any replacement address notified to the other Party. A notice is deemed served when hand delivered, forty-eight (48) hours after posting, or twelve (12) hours after email dispatch provided receipt is acknowledged.

14. Invalidity and Severability

If any provision of the Contract is found by a court or administrative body of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The Parties will attempt to substitute a valid and enforceable provision that achieves, to the greatest extent possible, the original economic, legal and commercial objectives.

15. Entire Agreement

15.1 The Contract embodies the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

15.2 Neither Party may rely on an agreement, understanding or arrangement not expressly set out in the Contract. Except as specified in the Contract, the Contract takes precedence over any printed condition on a purchase order, acceptance, delivery form or other document issued by either Party.

16. Assignment

The Contract may not be assigned by IOMPO or You without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

17. Law

The Contract shall be governed by and construed in accordance with Manx law and the Parties submit to the exclusive jurisdiction of the courts of the Isle of Man.

18. Definitions and Interpretation

18.1 In these Terms and Conditions, the following words and expressions have the following meanings unless stated otherwise:

- 18.1.1 **“Additional Insurance” means** additional insurance that You can purchase from IOMPO on the terms set out in Schedule 2;
- 18.1.2 **“Application Form” means** the IOMPO application form completed by You to receive the Services, if applicable;
- 18.1.3 **“Charges” means** the charges for the provision of the Services set out in the relevant Service Terms and Conditions;
- 18.1.4 **“Contract” means** the contract formed between You and IOMPO comprising the Service Terms and Conditions, these Terms and Conditions and the Application Form, if any;
- 18.1.5 **“Credit Account” means** a credit account agreed between You and IOMPO on the terms set out in these Terms and Conditions;
- 18.1.6 **“Direct Loss” means** loss directly attributable to the defaulting Party’s actions and supported by a valid invoice;
- 18.1.7 **“Due Diligence Information” means** information concerning Your financial standing and corporate governance;
- 18.1.8 **“Due Diligence Requirements” means** the satisfactory completion of all due diligence requirements notified by IOMPO to You;
- 18.1.9 **“Employee” means** when referring to IOMPO, any employee, consultant, agent, subcontractor or other person acting for or on behalf of IOMPO or under its control;
- 18.1.10 **“Force Majeure” means** failure to perform any term or condition of the Contract as a result of conditions beyond either Party’s control, including war, strikes, fires, transport failures or delays, flood, acts of God, governmental restrictions, power failures or damage or destruction of facilities;
- 18.1.11 **“IOMPO” means** the Isle of Man Post Office, a statutory board of Tynwald;
- 18.1.12 **“Limit of Liability Amount” means** the amount set out in the relevant Service Terms and Conditions; if none, the amount in Schedule 1; if neither applies, the Charges paid for the relevant Service in the twelve months before the event giving rise to the claim; or, where Additional Insurance is purchased, the amount set out in Schedule 2;
- 18.1.13 **“Parties / Party” means** You and IOMPO, or either one of them as applicable;
- 18.1.14 **“Prohibited Items” means** the items detailed at www.iompost.com/restricted;
- 18.1.15 **“Restricted Items” means** the items detailed at www.iompost.com/restricted;
- 18.1.16 **“Service” means** the services You have elected to take from IOMPO and which IOMPO has agreed to provide;
- 18.1.17 **“Service Terms and Conditions” means** the terms specific to the Service You have elected to take and IOMPO has agreed to supply;
- 18.1.18 **“Terms and Conditions” means** these terms and conditions;
- 18.1.19 **“You” means** the customer of IOMPO applying for or receiving the relevant Service.
- 18.1.20 **“PDDP” means** Postal Delivered Duties Paid, a customs clearance and delivery model under which applicable duties, taxes and specified import-related charges are intended to be collected from the sender rather than the recipient, subject to arrangements in force at the time of posting.

18.2 A reference to legislation includes that legislation as amended or re-enacted.

18.3 Unless otherwise provided, the singular includes the plural and references to a gender include any gender.

18.4 Headings are for ease of reference only and do not affect interpretation.

18.5 References to Conditions and Schedules are references to those in these Terms and Conditions.

18.6 If there is a conflict between the Conditions and the Schedules, the Conditions prevail.

Schedule 1 - Limit of Liability Amount

To make a compensation claim for loss, damage or delay, You must complete the full claim form. It may be downloaded from www.iompost.com, obtained from Customer Services on (01624) 664664, or collected from a Post Office counter. Send completed forms to Isle of Man Post Office, Customer Services, Freepost 1167, Douglas, ISLE OF MAN, IM87 6DL.

The claim must include the original Certificate of Posting, available free at the time of posting, or the receipt for the specialised service offering higher compensation. Written evidence of market value or the cost of lost or damaged contents is also required. IOMPO may make any enquiries it considers necessary to validate the claim.

Claims may be submitted: (a) for items posted to Isle of Man, UK or Channel Islands addresses, not before 15 days and no later than 80 days after sending; and (b) for items posted to international addresses, not before 25 days and no later than 180 days after sending. Appeals against claim settlement decisions must be made in writing within 30 days after receipt of the claim settlement letter, to the address shown in that letter.

For a PDDP item, compensation does not include customs duty, import VAT, customs processing charges, handling charges, administrative charges, penalties, interest or other import-related amounts, except where IOMPO expressly agrees otherwise in writing. Any claim remains subject to the compensation terms and limits applying to the underlying postal service.

Type of Service	Lost	Damaged	Delayed
Standard letters/parcels (Isle of Man, UK, Channel Islands)	Up to value of £20 plus postage costs	Up to value of £20	No compensation
Local Tracked (Isle of Man)	Up to value of £20 plus postage cost, depending on service	Up to value of £20, depending on service	No compensation
Local Tracked Plus (Isle of Man)	Up to value of £150 plus postage cost, depending on service	Up to value of £150, depending on service	Postage cost may be refunded
Special Delivery (UK, Channel Islands)	Up to value of £2,500 plus postage cost, depending on service	Up to value of £2,500, depending on service	Postage cost may be refunded
Tracked (UK, Channel Islands)	Up to value of £150 plus postage costs	Up to value of £150	No compensation
International standard airmail letters/parcels	Up to value of £20 plus postage costs	Up to value of £20	No compensation
International Tracked, and Tracked and Signed Products	Up to value of £250 plus postage cost, depending on insurance	Up to value of £250, depending on insurance	No compensation
Parcelforce express ⁴⁸ and globalpriority	Per consignment, up to £2,500 plus postage costs, depending on insurance	Per consignment, up to £2,500, depending on insurance	Up to 25% of postage costs

Type of Service	Lost	Damaged	Delayed
HM Forces Mails	Up to value of £20 plus postage costs	Up to value of £20	No compensation

Exclusions

IOMPO may not provide compensation for loss or delay if:

- the claim is not made by the sender of the item;
- the correct postage was not paid;
- the item was not correctly or clearly addressed;
- the loss or delay was due to an omission by the sender or recipient;
- proof of postage and proof of value were not provided;
- delivery was attempted but no-one was available to receive the item;
- the delay was due to alternative delivery arrangements, including PO Boxes or Post Restante;
- the item was retained by Customs for formal entry clearance;
- the item was sent by another carrier or postal operator;
- the item was forwarded from the stated delivery address by a third party or redirection service;
- a requested collection did not occur on the requested date but at a later date;
- the item contained prohibited or undeclared restricted items;
- accessing the address was extremely difficult or put staff health and safety at risk;
- the loss or delay was caused by failure or malfunction of a computer system as a result of computer viruses;
- the loss or delay was caused by industrial action by employees of a partner company;
- the item was addressed to a PO Box in a country that does not accept PO Box addresses;
- the item was delayed due to an event of Force Majeure;
- customs data, commercial information, commodity codes, descriptions, values, origin information, Electronic Advance Data, licences, permits or supporting documentation supplied by or for You were incomplete, inaccurate, invalid, out of date or misleading;
- You selected PDDP for an ineligible item, product or destination, or failed to comply with applicable PDDP requirements;
- a customs authority, postal operator, customs representative, carrier or other third party requested further information or documentation and this was not supplied promptly and accurately;
- PDDP could not lawfully or operationally be used and the item was substituted to another model, refused, returned, held, delayed or otherwise dealt with to meet legal or operational requirements;
- duties, taxes, fees or other import-related amounts changed, were reassessed or could not be calculated at the time of posting;

The following goods are excluded from compensation unless sent by Special Delivery. For goods marked **, compensation for loss, but not damage or deterioration, may be available:

- Antiques (objects over 100 years old);
- Articles made wholly of gold, silver or other precious metals;
- Diamonds and other precious stones;
- Jewellery, except imitation jewellery;
- Money and other negotiable monetary instruments;
- Negotiable documents;
- Watches;
- Ceramics such as ornaments and decorative china, resin and porcelain **;
- Glassware **;
- Perishable goods **;
- Stamps;

Consequential Loss

IOMPO does not offer compensation for consequential loss on any service. IOMPO is not liable for loss of profits, business revenue, goodwill or anticipated savings, whether direct, indirect, foreseeable or unforeseeable, arising from delay or failure in conveyance or delivery by IOMPO or one of its partners.

This exclusion also applies to customs debt, VAT, duty, tax, charge, penalty, fine, interest, loss, delay, cost or expense arising from inaccurate, incomplete, invalid or unauthorised customs information, or from the use, substitution, suspension or withdrawal of PDDP, except to the extent liability cannot lawfully be excluded.

Damaged Goods

Compensation is limited to the cost of repair or the actual price paid for the goods, whichever is lower, and shall not exceed the relevant IOMPO compensation limit.

Lost Goods

Goods may be deemed lost if not received within three weeks for Isle of Man, UK and Channel Islands deliveries, or eight weeks for international deliveries, measured from the anticipated delivery date.

Schedule 2 - Additional Insurance

A number of IOMPO postal services provide limited compensation for loss, damage or delay. For some services, compensation can be increased by selecting the required level and paying the relevant fee. Enhanced compensation is available for International Tracked and Signed Services and Parcelforce express48 and globalpriority. Details are set out in the applicable Price Guides at www.iompost.com.

The requirement for increased compensation must be clearly indicated by You and recorded in the proof of postage or service paperwork, and any additional fee must be paid. Entitlement remains subject to Schedule 1 and the relevant Service Terms and Conditions.

Schedule 3 - Credit Account

Business customers may need to apply for a Credit Account. Any facility is provided at IOMPO's absolute discretion and is subject to initial and ongoing compliance with the following conditions:

Annual spend up to £5,000	Annual spend over £5,000
Customer Account Application Form - excluding references	Customer Account Application Form
Direct Debit Form	Direct Debit Form
Company Search, where applicable	Bank Consent Form
	Company Search

- satisfactory compliance with IOMPO's Due Diligence Requirements;
- compliance with these Terms and Conditions and relevant Service Terms and Conditions;
- full, accurate and timely submission of all required service paperwork, including postal dockets where applicable;

IOMPO may verify identification and credit history and may use third parties for these purposes where reasonably necessary. The ongoing availability of a Credit Account is at IOMPO's sole discretion. IOMPO may amend or withdraw credit arrangements at any time, with or without prior notice, and is not obliged to disclose why an application or facility is declined or withdrawn.