

Terms and conditions

1. Definitions

These Conditions of Carriage (UK and International Retail Services) govern the provision of the following services and any others that IOMPO may provide subject to them - express48, globalpriority* and globalvalue.

*Guaranteed delivery subject to these Conditions of Carriage - if there is a late delivery then the Customer will get a refund of the whole or a proportionate part of the consignment charges paid. Delivery time begins from the date of collection - see Condition 10.1.2.

IOMPO agrees to provide the Customer with the Services selected by the Customer, as available from time to time, for the conveyance of a single Consignment on the following Conditions.

In these Conditions the following expressions shall have the following meanings:

- 1.1 **"IOMPO"** means the Isle of Man Post Office (a Statutory Board of Tynwald), and it's appointed sub-contractors and agents.
- 1.2 **"Customer"** means the sender of a single Consignment making payment otherwise than through an account held with IOMPO.
- 1.3 **"Consignment"** means any one or more Parcel(s), up to a maximum of 15 parcels, sent at one time by the Customer from an address in the UK to another address in the UK or to an address not in the UK.
- 1.4 **"UK"** means the Isle of Man, England, Scotland, Wales, Northern Ireland and the Isles of Scilly.
- 1.5 **"Parcel"** means a package (which includes its contents) sent under any of the Services.
- 1.6 **"Despatch"** means the time when the Customer hands a Consignment to a representative or agent of IOMPO for conveyance and delivery under the Services and derivatives shall be construed accordingly.
- 1.7 **"Services"** means any and all of express48, globalvalue, globalpriority, and any other services provided subject to these Conditions of Carriage, details and specific service features of which can be found at www.parcelforce.com.
- 1.8 **"Working Day"** means any day other than a Saturday (save for a Saturday on which IOMPO has agreed to make a delivery), Sunday, Bank or Public Holiday, Good Friday, Tynwald Day, Christmas Day and any other day on which IOMPO's network is closed. It also means only the equivalent in the country of destination or any intermediate country.
- 1.9 **"Antique"** means an object which is over 100 years old.
- 1.10 **"Collectable"** means something which has appreciated in value either due to its scarcity or due to it being no longer in production.
- 1.11 **"Consignment Charges"** means the charges payable to IOMPO by the Customer in accordance with Condition for the carriage of a Consignment, but shall exclude any charge(s) payable for enhanced compensation as referred to in Condition 10.
- 1.12 **"Excluded Goods"** means Prohibited Goods, Restricted Goods which do not comply with the required packaging or other requirements together with those goods described excluded by the IOMPO
- 1.13 **"Price Guide"** means the current IOMPO leaflet, available at post offices and/or information on-line at www.iompost.com under those or similar titles.
- 1.14 **"UK deliveries"** means any deliveries to an address in the UK.
- 1.15 **"International Deliveries"** means any deliveries to an address outside the UK. Deliveries to the Channel Islands are classified as International Deliveries.
- 1.16 **"Recipient"** means the person or persons to whom a Parcel or a Consignment is addressed.
- 1.17 **"Undeliverable"** means that IOMPO has been unable to deliver a Parcel or Consignment, or in its opinion considers that the circumstances are such that it should not attempt a delivery(ies).

- 1.18 “**Conditions**” and “**Conditions of Carriage**” means these Conditions of Carriage.
- 1.19 “**Prohibited Goods**” means items which cannot be sent using the Services as set out at www.parcelforce.com (which may be updated from time to time in accordance with these Conditions of Carriage) together with any items which are defined as dangerous or hazardous by regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried.
- 1.20 “**Restricted Goods**” means items which can be sent using the Services but subject to certain restrictions and/or requirements as identified at www.iompost.com which may be updated by us from time to time in accordance with these Conditions of Carriage.

2. Delivery to an address

- 2.1 IOMPO undertakes to deliver to the address specified on the Consignment or in the despatch documentation, not to a Recipient, except that for International Deliveries in some countries delivery will be made to a local post office or postal depot.
- 2.2 In respect of UK deliveries, if there is no-one present at the address then:
- 2.2.1 IOMPO may at its discretion attempt to deliver the Consignment to an alternative address being either:
- (i) a neighbouring address; or
 - (ii) a local post office branch, where it can be collected during the next 16 days; and
- 2.2.2 if the Consignment is delivered to an alternative address, a “Customer Contact Card” will be left at the specified address which has been completed with sufficient details to enable the Recipient to recover the Consignment; and
- 2.2.3 the Customer agrees that such delivery shall constitute delivery to the address specified as the delivery address on the Consignment.
- 2.3 IOMPO does not undertake to intercept a Consignment in transit before delivery has been attempted.
- 2.4 IOMPO shall not be liable in respect of any Consignment delivered to the delivery address or other address specified by the Recipient, where any person misrepresents his authority to receive the Consignment on the Recipient’s or Customer’s behalf; or where IOMPO is delivering it in accordance with instructions from, or purporting to be from the Recipient or the Customer.
- 2.5 When delivering a Consignment, if the particular Service provides for it, IOMPO will request the person who accepts delivery (not necessarily the Recipient in person) to sign an acknowledgment of receipt, which may include signature by electronic means.
- 2.6 Copies of the receipt referred to in 2.5 above, shall be available (subject to data protection requirements) for a period of six months from the date of delivery, upon payment of the relevant charges as published by IOMPO from time to time at www.iompost.com and in the Price Guide.
- 2.7 PO Box addresses are not acceptable as delivery addresses for any of the Services, unless designated as such at www.parcelforce.com

3. Maximum sizes and weights

- 3.1 The size of each Parcel for UK deliveries must not exceed 3 metres length and girth (measured around its thickest part) combined and 1.5 metres in length.

4. Restricted and prohibited goods

- 4.1 Prohibited Goods and Restricted Goods are described at www.iompost.com
- 4.2 The Customer is responsible for ascertaining if the contents of any Parcel is prohibited or subject to restrictions or specific requirements either within the UK or the country of destination for International deliveries (e.g. particular packaging) by referring in the first instance to www.iompost.com and must comply with all specified requirements.
- 4.3 The Customer must not send or attempt to send a Parcel or Consignment containing any Prohibited Goods by any of the Services or send or attempt to send a Parcel or Consignment containing any Restricted Goods by any of the Services unless the Customer complies with the restrictions and specified requirements set out at www.iompost.com. If the Customer does send or attempt to send a Parcel or Consignment containing such Prohibited Goods or Restricted Goods the Customer may be liable to prosecution and shall indemnify and keep indemnified IOMPO and its employees, contractors, sub-contractors and agents, against any loss or damage suffered or liability incurred. If a Parcel or Consignment containing any such Prohibited Goods or Restricted Goods is sent by the Customer, IOMPO may deal with the Parcel or Consignment in its sole and absolute discretion (without incurring any liability whatsoever to the Customer or Recipient) including destroying or otherwise disposing of such Parcel or Consignment in whole or in part or returning the Parcel or Consignment to the Customer, and shall be entitled to charge the Customer with the cost of disposal and all other costs reasonably incurred and additionally the sum of £20, (or such sum as may be specified at www.iompost.com) if it chooses to return the Parcel or Consignment or any part of it.
- 4.4 IOMPO may, acting reasonably, add or remove items from the definition of Prohibited Goods or Restricted Goods (and may vary any applicable restrictions) without notice, but will endeavour to make the details of any such additions or deletions available at www.iompost.com
- 4.5 The Customer must properly pack and duly label any Parcel which is subject to requirements in accordance with all legislation, regulations and guidelines governing its transportation by road, rail, sea and air.
- 4.6 The Customer shall be liable to IOMPO, its sub-contractors and its agents for all loss, damage or injury arising out of the carriage of Prohibited Goods whether declared as such or not and Restricted Goods not properly packed and duly labelled (or not in compliance with any other specific requirements) to the extent that such loss, damage or injury is caused by the nature of those goods.

5. Addressing and documentation

- 5.1 The Customer shall write the full postal address, including the postcode (or local equivalent) and telephone numbers of both the Recipient and the Customer on each Parcel and Consignment and each Consignment must be accompanied at the time of Despatch by fully completed despatch documentation (including service indicators and barcodes) as supplied by IOMPO for the Service used.
- 5.2 The Customer shall ensure that each Parcel and Consignment is adequately packed and labelled in accordance with any requirements set out in the Price Guide and the requirements of any legislation, regulations and guidelines governing transportation by road, rail, sea or air. Parcels must not in any case be strapped together or bound to another Parcel.
- 5.3 The Customer shall retain all Customer receipts and/or copies of despatch documentation relating to the Despatch as these will be required to support any claim for compensation and/or refund under Condition 11.
- 5.4 In respect of International deliveries, the Customer shall fully complete, prepare, sign (as appropriate) and attach all documentation as required by Isle of Man Customs and Excise, HM Revenue and Customs or as required by any overseas customs authority. The Customer recognises that failure to fully complete and sign the customs declaration (where applicable) may result in customs clearance delays and/or loss or damage to a Parcel, for which IOMPO bears no responsibility.
- 5.5 The Customer recognises the right of international customs authorities to inspect packages and documentation and for customs to instruct IOMPO or its agents worldwide to open any Parcel for examination and IOMPO shall incur no liability of any kind as a result of that. The Customer authorises IOMPO or its agents to complete any necessary documentation for the purpose of customs clearance either in the UK or abroad, but also notes and accepts that IOMPO is not legally permitted to complete and/or sign individual customs declarations as this is the responsibility of the Customer.

- 5.6 In accordance with applicable regulations in various jurisdictions IOMPO and its agents may be required to undertake X-ray screening of Consignments and IOMPO and its agents shall have no liability in respect of any resulting loss, damage or delay, even if arising from its negligence.

6. Service standards and delivery

- 6.1 Please note that delivery timescales are extended for some Services for International deliveries and for UK deliveries when delivery is to be made to certain postcodes as specified at www.parcelforce.com.
- 6.2 The service standards for each of the Services are as set out from time to time in the Price Guide and shall apply subject to these Conditions, and in particular 6.3 below.
- 6.3 For the purposes of calculating service standards:
- 6.3.1 only Working Days will be counted and for International deliveries this includes those both in the UK and Recipient destinations and may vary country by country; and
 - 6.3.2 where IOMPO attempts to deliver a Consignment to the address shown on the Consignment and for whatever reason delivery cannot be achieved (including unreasonable delay in acceptance at that address) then delivery shall be deemed to have taken place at the time when the Consignment is first presented to that address for delivery or when IOMPO joins a queuing or booking in system, if that is in operation at that address; and
 - 6.3.3 where IOMPO is directed to hold a Consignment for collection or pending further instructions, (which at its discretion IOMPO may do), then delivery shall be deemed to have taken place at the time such direction was made.
 - 6.3.4 Consignments addressed to Post Office Boxes where permissible (or the local equivalent) are deemed to be delivered when the Consignment or notification of the Consignment's arrival is placed in the Post Office Box, or when the notification of arrival is advised by telephone, whichever is the sooner.
- 6.4 Consignments will only be delivered on Working Days.
- 6.5 If a Consignment is despatched other than on a Working Day, or after the latest acceptance time on a Working Day, it will be deemed to have been despatched on the next Working Day.

7. Non-delivery

- 7.1 In respect of UK deliveries the Customer or the Recipient may request an Undeliverable Consignment be returned to the Customer, a further attempt to deliver it to be made, or otherwise redirected (and in the case of the Recipient's request, the Customer hereby consents to IOMPO performing such action) and subject to payment of such additional charges notified by IOMPO to the person who makes the request. IOMPO will perform such additional service on the terms and conditions set out in these Conditions or other such IOMPO terms which govern the additional services, if such is the case.
- 7.2 In respect of International deliveries, if a Consignment is Undeliverable for any reason, IOMPO will attempt to notify the Customer as per 7.3 below. If the Customer cannot be contacted within a reasonable amount of time or fails to reach an agreement with IOMPO within a reasonable period of time as determined by IOMPO, IOMPO at its sole discretion, may return the Consignment to the Customer, place the Consignment in a general order warehouse, (or customs-bonded warehouse), or dispose of the Consignment. The Customer will be liable for any and all costs, charges and fees incurred in returning, storing or disposing of an Undeliverable Consignment, unless the Consignment was Undeliverable due to the fault of IOMPO.
- 7.3 After an attempted delivery, the Customer or the Recipient may request that an undelivered Consignment be returned to the Customer, delivered to the Recipient or redirected (and in the case of the Recipient's request, the Customer hereby consents to Parcelforce performing such action) and subject to payment of such additional charges notified by IOMPO to the person who makes the request. IOMPO will perform such additional service on the terms and conditions set out in these Conditions or other such IOMPO terms which govern the additional services, if such is the case.
- 7.4 If an undelivered Consignment is held by Parcelforce and is not claimed within 60 days of Parcelforce leaving notification of its attempted delivery at the delivery address (unless Undeliverable when no notification is required), Parcelforce shall, where reasonably practicable, attempt to contact the Customer. If this fails Parcelforce will be entitled to deal with the Consignment as it sees fit.
- 7.5 If IOMPO is unable to agree to a request as per 7.1 or 7.3 above then IOMPO will be entitled to deal with or

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dispose of the Consignment as it sees fit.

- 7.6 IOMPO assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not it attempts to notify the Recipient or the Customer. IOMPO shall be entitled to charge an administrative fee for obtaining such corrective or complete information.
- 7.7 If a Recipient refuses to pay any customs charges and duties (and any handling charges levied by IOMPO in respect thereof) due in respect of a Consignment and as a result, it or a part of it is not delivered, IOMPO shall not incur any liability and the Consignment (or relevant part) will only be returned to the Customer if those charges plus return carriage charges are paid by the Customer. IOMPO will attempt to contact the Customer to advise of the charges and to obtain agreement to pay. If such agreement is forthcoming, the Customer shall make payment at or to the local IOMPO depot, thereafter the Consignment (or relevant part) will be returned to the Customer.
- 7.8 Where the Customer refuses to pay the charges, referred to in 7.7 above, the Consignment (or relevant part) may be disposed of by IOMPO as it sees fit.

8. Charges

- 8.1 Charges are set out in the Price Guide and online at www.iompost.com.
- 8.2 The Customer shall pay to IOMPO the Consignment Charges and any other charges relating to the Services selected at the time of purchase by the method specified by IOMPO. Except that any charges are incurred or levied after purchase shall be due and payable (together with any unpaid charges), within the timescale and in the manner specified by IOMPO from time to time, which currently are on demand. Such other charges may include but are not limited to handling charges, charges for enhanced compensation, returning/disposing of Undeliverable items, providing hardcopy proof of delivery and re-packaging and as otherwise specified in these Conditions.
- 8.3 All charges detailed in the Retail Guide are inclusive of VAT at the appropriate rate (although on the IOMPO website they may appear as VAT exclusive before the VAT inclusive price is presented to the Customer prior to purchase being made) and VAT will in all cases be payable by the Customer.

9. Liability for delay, loss or damage

- 9.1 IOMPO will only be liable for loss of, or damage to (which includes destruction of) and delay in conveying a Consignment if caused by its negligence and its liability is further limited as set out in these Conditions and in particular in this Condition 9.
- 9.2 IOMPO shall pay compensation for the actual value of the contents of the Parcel to the Customer for loss of or damage to a Consignment (if caused by its negligence or those for whom it is vicariously liable) up to the limits for the Service, as set out in Condition 10, subject always to the provisions of these Conditions. Compensation for delay is given as a refund of the whole or part of the Consignment Charges.
- 9.3 If IOMPO is liable for delay, then the whole or part of the Consignment Charges will be refunded, (see Condition 10) and on a pro-rata basis if only part of a Consignment is delayed.
- 9.4 Except as referred to in Condition 9.1, 9.2 and 9.3 IOMPO shall not be liable to the Customer or any other person for any loss of, or damage to, or any delay in the collection, conveyance or delivery of any Consignment(s), whatsoever and howsoever such loss, damage or delay was caused, whether from contract, breach of statutory duty, tort (including negligence), or otherwise.
- 9.5 IOMPO does not accept liability for any loss of contracts, business, profits, revenue, anticipated savings or any indirect or consequential loss or damage whatsoever or howsoever arising whether from contract, breach of statutory duty, tort (including negligence of IOMPO, its officers, employees, contractors and agents), or otherwise.
- 9.6 Any compensation payable for loss or damage shall be limited to the repair costs of the item(s) damaged or, if they are lost or damaged beyond repair, the lowest of i) their replacement cost, taking account of depreciation for wear and tear and ii) the actual sale price of the item(s). In any event, compensation shall not exceed IOMPO's stated limits of compensation as set out, or referred to in Condition 10. VAT paid will be reimbursed in appropriate cases.
- 9.7 In addition to other compensation exclusions, IOMPO shall not be liable to pay compensation for loss of, or damage to a Consignment:
 - 9.7.1 due to latent or inherent defect, vice or natural deterioration of items; or

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- 9.7.2 containing Prohibited Goods or Restricted Goods, (where requirements have not been observed); or
 - 9.7.3 delays in delivery caused by adherence to IOMPO policies to provide a copy of the delivery record or a copy of the signature obtained at delivery; or
 - 9.7.4 IOMPO's failure to honour "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings); or
 - 9.7.5 The Customer's failure to ship goods in packaging approved by IOMPO prior to shipment, where such prior approval is recommended or required; or
 - 9.7.6 IOMPO's failure or inability to attempt to contact the Customer or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Shipment, or incomplete or incorrect custom's broker's address.
- 9.8 Any compensation payable under these Conditions for loss of or damage to any Collectable shall be limited to the actual price paid by the Customer as confirmed by satisfactory written or printed evidence. Such compensation will not exceed the compensation limits set out in Condition 10 for the Services selected.
- 9.9 IOMPO shall not be liable to pay any refund or compensation in respect of a Consignment containing Prohibited Goods or otherwise despatched in contravention of any provision of these Conditions. IOMPO shall not be liable to pay any refund or compensation in respect of a Consignment which is damaged, lost or delayed as a result of it being inadequately packaged, incorrectly addressed or accompanied by incomplete despatch or customs documentation.
- 9.10 IOMPO shall not be liable in respect of any Consignment where any person has been fraudulent or dishonest in any way in respect of that Consignment or misrepresents his authority to receive a Consignment on the Recipient's or Customer's behalf.
- 9.11 IOMPO shall not be liable to pay any refund for late delivery in respect of:
- 9.11.1 Consignments addressed to a PO Box address unless designated as permissible on www.parcelforce.com; or
 - 9.11.2 Consignments addressed to a PO Box or local post office where the postal delivery agent operates a held for collection process; or
 - 9.11.3 any delay in delivery due to acts or omissions of customs or other regulatory agencies; or
 - 9.11.4 delays in delivery caused by adherence to IOMPO policies regarding the payment of duties and taxes.
- 9.12 IOMPO shall not be liable to pay any compensation or refund for delay where:
- 9.12.1 the Consignment is held up in customs for formal entry clearance or because duty is payable; or
 - 9.12.2 the Consignment needs collection by the Recipient in person; or
 - 9.12.3 the Consignment is seized by any customs authority; or
 - 9.12.4 the customs documentation is incomplete or incorrect; or
 - 9.12.5 the Consignment has not been packed correctly; or
 - 9.12.6 the Consignment contains Prohibited or Restricted Goods; or
 - 9.12.7 the Consignment does not have a complete and accurate address, postcode and telephone number for the Customer and Recipient; or
 - 9.12.8 it is indicated on the country specific information that the delivery guarantee does not apply.
- 9.13 For a comprehensive list of items excluded from compensation please refer to the Retail Guide at www.iompost.com.
- 9.14 IOMPO shall have no liability for loss, damage and delay where a Consignment is despatched to a destination where the Service has been suspended.
- 9.15 IOMPO reserves the right to suspend any of the Services and/or compensation/refund arrangements to specific destinations where it considers that circumstances prevent the provision of a reliable service.
- 9.16 IOMPO have the right to reject any claims which overstate the value of the contents and make no payment at all towards the value of the contents, although any relevant delay payment will be made.

10. Compensation Limits and Refunds

- 10.1 For detail of the compensation limits please refer to Schedule 1 of the General Terms and Conditions, available from www.iompost.com
- 10.2 Compensation up to the maximum inclusive amount set out in 10.1 will be payable for loss of or damage to a Consignment sent under the Services, except where the Customer has paid an additional charge for enhanced compensation, when the limit will be the amount appropriate to the level of charge paid (as advertised by

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Parcelforce Worldwide from time to time), subject to the overall limit.

10.3 In respect of late delivery (as defined in Condition 10.2) the Customer may claim a refund of the Consignment Charges paid for the Service selected as set out below, where appropriate, A and B shall have the following meanings:-

A. Percentage refund of the Consignment Charges paid if delivered on the appropriate day but not in accordance with the Service

B. Percentage refund of the Consignment Charges paid if delivered after the appropriate day.

Services	A	B
express48	n/a	25%
globalpriority	n/a	25%
None of the other Services provide refunds for delay.		

10.4 "Late delivery" or "delay in delivery" (or similar expressions) means delivery which is not in accordance with the delivery times advertised for these Services from time to time by IOMPO, subject to the provisions of Conditions 6.

11. Claims for compensation and refunds

11.1 All claims for compensation for loss or damage and refunds for delay must be made on a fully completed IOMPO claim form which must be received by IOMPO within the following timescales measured from the date of Despatch:

- 30 days for all UK services
- 30 days for globalpriority
- 120 days for globalvalue and BFPO Worldwide

11.2 IOMPO may make such investigations as it deems necessary to satisfy itself of the validity of any claim and the Customer shall co-operate as is reasonable in the circumstances.

11.3 IOMPO may require the Customer to substantiate a claim by providing any relevant information about the Consignment including proof of Despatch, proof of value, estimates for repair costs, cost price, invoices, weight and nature of the item(s) lost or damaged, serial numbers and IMEI numbers for electrical items. This may include requesting the Recipient to retain all packaging, or obtaining other documentary evidence and/or photographic evidence as requested by IOMPO from the Recipient of the Consignment.

11.4 Any information requested to substantiate a claim must be made available to IOMPO within 21 days of request.

11.5 The Despatch of sensitive data and documents, with contents including but not limited to names, addresses, bank details, signatures and dates of birth is entirely at the Customer's risk and no compensation is available for these items. Data stored on electronic media, for example data disks, hard drives, magnetic tapes or pen drives must be suitably encrypted. The Customer shall indemnify IOMPO against all actions, claims, proceedings and judgements together with costs incurred relating to loss, damage or disclosure of such data documents except to the extent that IOMPO has been negligent.

12. General

12.1 IOMPO shall not be liable (whether for the payment of compensation or refunds or otherwise), for loss, damage or delay to the extent that such results from any acts or omission of the Customer or Recipient or circumstances outside its reasonable control, including (without limitation) any adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of public or private highway or from any industrial action whatsoever.

12.2 IOMPO may engage agents and/or sub-contractors to perform all or any part of the Services to be provided to the Customer.

12.3 Nothing in these Conditions (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these Conditions which that person would not have had but for the Contracts (Rights of Third Parties) Act 2001

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- 12.4 These Conditions will be governed by and construed in accordance with the Manx law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Isle of Man over any claim or matters arising under or in connection with this agreement.
- 12.5 These Conditions and documents and information on the websites referred to, constitute the entire agreement between IOMPO and the Customer. The Customer acknowledges that in agreeing to these Conditions it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein.
- 12.6 If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the provisions of these Conditions which shall remain in full force and effect.
- 12.7 IOMPO may sell or trade anonymised or aggregated information about its Customers to third party organisations for market research purposes. IOMPO will ensure that any such information does not contain any data specific to any Customer of IOMPO, or contain any personally identifiable data whatsoever.
- 12.8 Subject to the other provisions of these Conditions IOMPO and the Customer agree that they and/or anyone they employ and/or for whom they are responsible will comply with any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with these Conditions and/or related services.
- 12.9 Where IOMPO reasonably considers that the Customer is in breach of 12.8 IOMPO may immediately (in addition to any other rights they may have under these Conditions):
- 12.9.1 suspend any of the services and/or compensation/refund arrangements; and/or
 - 12.9.2 treat any Consignments as Undeliverable; and/or
 - 12.9.3 terminate these Conditions any Services and/or any accounts with the Customer
- 12.10 Where IOMPO is in breach of 12.8 the Customer may (in addition to any other rights they may have under these Conditions) immediately terminate these Conditions, any Services and/or any accounts with IOMPO by notice unless the breach of 12.8 was by an employee of IOMPO who was not a director or senior officer nor acting with the consent or connivance of a director or senior officer or was by an agent or subcontractor of IOMPO and IOMPO arrange for that person to be removed from all involvement with these Conditions and any related Services within 30 days of IOMPO becoming aware of the breach.
- 12.11 These Conditions shall be governed by and construed in accordance with Manx Law and the Parties hereto agree to submit to the exclusive jurisdiction of the courts of the Isle of Man.