# Isle of Man Post Office Terms and Conditions

October 2023

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### **Business Reply Service**

(UK and IOM)



### Terms and conditions

#### 1. Description

The business reply service is designed to simplify the process of making domestic direct marketing campaigns. The Service provides pre-paid and pre-addressed items. Once mailed, replies are sent directly back to your Designated Address in the Island.

#### 2. Available to

Business Customers registered in the Isle of Man.

#### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 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 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. 'Designated Address' means Your address as set out on the application form.
- 3.6. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.7. 'Licence' has the meaning as set out in point 5.2.
- 3.8. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.9. 'Service' means the business reply service.
- 3.10. '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.
- 3.11. 'We', 'Us' and Our' means the IOMPO.
- 3.12. 'You' and 'Your' means the Customer.

#### 4. General Terms

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

#### 5. Application

- 5.1. Before the Service can be used:
  - 5.1.1. an application form, and in the case of any Customer that doesn't already have a Credit Account with IOMPO a Business Account Application Form, must be completed and accepted. Both forms are available from www.iompost.com;
  - 5.1.2. the appropriate Charge must be paid;
  - 5.1.3. the proposed design of the replies must be submitted to the IOMPO for approval (only designs which have been approved by the IOMPO can be used in the delivery of the Service). Please refer to the business reply design specification guide which is available at www.iompost.com;
- 5.2. Once all of the requirements as set out in point 5.1 have been satisfied, the IOMPO will issue you with a licence to use the Service upon the terms set out in these terms and conditions (the 'Licence').

#### 6. Services and Duration

- 6.1. The Licence will be issued for a period of twelve (12) months.
- 6.2. Once received by IOMPO, items which comply with the approved design will be counted and sent directly to the Designated Address.
- 6.3. IOMPO reserves the right to withdraw the service at any time without notice at its sole discretion

#### 7. Special Conditions

Business Reply mail cannot be redirected.

#### 8. Limitations/Exceptions

- 8.1. Only reply cards and/or envelopes are acceptable, and must be pre-printed with an IOMPO approved design. Please refer to the business reply design specification which is available at: www.iompost.com
- 8.2. The Service is available for replies posted in the Isle of Man, the UK and Channel Islands only (for replies from overseas, ~ including the Republic of Ireland ~ refer to the International Business Reply service).

#### 9. Charges and Payment Terms

- 9.1. The Charges for the Service can be found at www.iompost.com and are payable via a Credit Account.
- 9.2. 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.
- 9.3. Customers must have a Credit Account with IOMPO and maintain it for the duration of the Licence.

### Certification of Documents



#### Terms and conditions for certification of documents required

Where formal identification is required, it is not necessary to forward original documents to Headquarters, however if copies are to be provided they must be certified .

#### **Identification Documents:**

Must be current, pre-signed and bear a photograph of the applicant; for example:-

- Passport
- Armed Forces ID card
- Provisional or full driving licence (not International Drivers' Permits/Licences)
- Government issued National Identity Card

#### **Verification of Address Documents:**

Must be recent (within the last six months); for example:-

- Paid household utility bill
- TV licence
- Recent bank, building society or credit card statement showing the address and bill payer
- Provisional or full driving licence if not used as proof of identification

Mobile phone bills and computer print outs of online banking/building society or credit card statements are not acceptable.

#### Verification for proof of existence of business and association to that business:

Must be appropriate for type of business, for example:-

- Certificate of incorporation
- Certificate/proof or registration if, for example; a charity, trust or partnership
- If relevant, proof of relationship of individual to company, charity etc. For example confirmation on headed letter paper of position in company signed by the Director.

#### **Certification of Documents:**

Must be certified by a suitable person employed in a public regulated service/profession such as;

- A lawyer
- Accountant
- Manager or Director of a bank/regulated financial institution
- Notary public
- Family doctor
- Qualified teacher
- Member of the judiciary, police officer, a senior civil/public servant or Consular, Official at a British Embassy or Consulate.

The certifier should sign and date the copy document (printing his/her name clearly in capital letters underneath), state that it is a true copy of the original, and clearly indicate his/her position or capacity on it. (It is not necessary to confirm the true likeness to photographs.)

Documents such as full driving licences may be used to confirm either identity or address **but** not both.

Documentation must be in English

### Door2Door Service



#### 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, IOMO 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.

### Foreign Currency Online Isle of Man



#### **Terms and conditions**

#### 1. Description

This Service enables Customers to request foreign currency online.

#### 2. Available to

This Service is available to Personal Customers aged eighteen (18) years or over, resident in the Isle of Man.

#### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.2. 'Charges' means the charges for the use of the Service as set out in point 8 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. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.7. 'Service(s)' means the foreign currency online services.
- 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. 'Website' means www.iompost.com.
- 3.10. 'We', 'Us' and Our' means the IOMPO.
- 3.11. '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. Orders can be placed only by registered cardholders of the payment cards used for paying for the orders.
- 5.2. Access to the Service is via a direct link from the Website.
- 5.3. By utilising this Service You confirm that You:
  - 5.3.1. are at least eighteen (18) years of age,
  - 5.3.2. are the registered holder of the payment card,
  - 5.3.3. acknowledge that You have read and understood these terms and conditions, and
  - 5.3.4. agree to be bound by them and to comply with all applicable laws and regulations.
- 5.4. You agree also to use this Service to order foreign currency for holiday or business travel purposes only.

#### 6. Services and Duration

- 6.1. You agree to provide the information required to process your order. A minimum order value and maximum order value limit for foreign currency may apply and, if applicable, will be detailed on the online ordering screen. The maximum value applies over any two (2) week period. IOMPO reserves the right to amend these limits from time to time.
- 6.2. IOMPO stock only certain denominations of foreign currencies listed on the online ordering screen and You agree that You will place Your order in accordance with the denominations available, failing which, You agree that Your order will automatically be rounded to the next available denomination. Accordingly, IOMPO reserves the right to vary order values, from time to time, at its discretion, without notice and without liability to You.
- 6.3. To place an order, follow the instructions on the online ordering screen. IOMPO reserves the right to request further information from You at any time to enable IOMPO to complete Your order and/or to comply with regulatory requirements. It is important therefore that you provide correct contact details so IOMPO can reach You should it need to obtain further information to process Your order. Please note, if IOMPO is unable to contact You this may result in Your order not being completed and a full refund being applied to Your card. IOMPO reserves the right not to conduct business with You for any reason at IOMPO's absolute discretion and You will be notified of any such decision.
- 6.4. By placing the order, You confirm that the details contained in the order are correct in all respects. A contract between You and IOMPO is formed when Your debit card payment has been accepted by IOMPO's payment acceptance partner and Your order cannot be withdrawn or altered after this point. The system will display a confirmation screen, and send an email to the email address you supplied, setting out the details of Your order. Please print a copy of the confirmation screen for Your records. This confirms receipt of Your order.
- 6.5. This Service is available only for the currencies listed from time to time on the online ordering screen. The exchange rates quoted by IOMPO may be updated at any time. Should extreme fluctuation in the exchange rate occur between You placing Your order and the dispatch of Your order, IOMPO shall have the right to cancel Your order.
- 6.6. Your order will be delivered as requested by You, either to the post office branch designated by You on the online ordering screen, or the billing address of the debit card used to pay for the order.
- 6.7. For delivery to the billing address, IOMPO utilises its Special Delivery service to deliver Your order. Special delivery requires a signature on receipt of Your order. If, for any reason, You do not receive Your order within the timescales set out on the Foreign Currency page on the Website please contact IOMPO Customer Services as detailed in the "Contact us" page of the website accessible through the online ordering screen. A thorough investigation shall be undertaken and a replacement order, alternative delivery or refund may be arranged where appropriate. IOMPO may charge You for the replacement order whilst it investigates the reason for non-delivery or may charge You for the replacement order at the completion of the investigation. IOMPO cannot accept any responsibility or liability for safe delivery beyond the handover of the relevant order to Your chosen delivery address or any liability for fraudulent acts committed by any third party. IOMPO will not be responsible for any redirected items. Please contact IOMPO if You have a redirection order in place.
- 6.8. For collection at the designated post office branch address, as the cardholder You will be required to provide evidence of Your identity, which may be in the form of either Your passport or photo driving licence. In the event of non-delivery of Your order by close of business on the requested delivery date, the branch will discuss alternative arrangements with You. You may also contact Customer Services as detailed in the "Contact us" page accessible through the online ordering screen.
- 6.9. The delivery timings for orders are as stated in the Foreign Currency page on the Website . IOMPO reserves the right to amend the delivery timings from time to time and, in the event of such an alteration, will endeavour to notify You as soon as is reasonably possible by telephone or email.

#### 6.10. Buy Back Service

Please note You can change back Your foreign currency into sterling at certain IOMPO branches on production of a receipt from the original purchase. IOMPO buy back only currencies in the denominations that they sell and do not buy back coins. Buy back rates may differ to sell rates.

#### 7. Special Conditions

- 7.1. **Important Notice** Please note that the provision of foreign currency involves special risks which may affect the value of an order placed by virtue of fluctuation in exchange rate as a result of changes in financial markets. Please note that such changes are outside the control of IOMPO and, in extreme situations and without prior warning, may affect the provision of this Service. In such cases, IOMPO shall have the right to cancel Your order. You should be aware that the historical performance of a foreign currency is no indicator of its future performance.
- 7.2. Please note that if You are arriving in the UK from a country outside the European Union (EU), or You are leaving the UK to travel directly to a country outside the EU, You must declare any cash of ten thousand euros (€10,000) or more (or its equivalent in other countries). This must be done by completing a Cash Declaration form (C9011). For this purpose, cash covers notes and coins in any currency, bankers' drafts, and cheques of any kind, including traveller's cheques. To obtain a Cash Declaration form, please visit: www.hmrc.gov.uk, or telephone 0845 0109 000. It is Your sole responsibility to meet the currency import and export measures and requirements of the UK and any country You may be visiting. IOMPO shall have no liability whatsoever in relation to any losses, damages or claims You may suffer as a result of Your failure to comply with these measures or requirements.
- 7.3. Please note that foreign currency availability may be subject to monetary limits, currency exchange restrictions and anti-money laundering regulations.
- 7.4. Anti Money Laundering/Fraud Prevention/Counter Terrorism Financing

First Rate Exchange Services Limited is regulated by Her Majesty's Revenue and Customs ("HMRC") as a Money Service Business ("MSB"). First Rate reserves the right at all times to decline any orders, at any stage, which it believes.

7.5. Order Changes and Cancellation

Due to the nature of foreign currency as a money product, once an order has been submitted it cannot be changed. Any changes will be regarded as a cancellation by IOMPO. Cancellation can be undertaken only prior to dispatch of Your order by IOMPO. IOMPO, at its discretion, reserves the right to apply a cancellation charge up to the value of twenty pounds (£20) per order.

IOMPO reserves the right to cancel any order prior to delivery to either your designated post office branch, or Your billing address due to extreme fluctuation in financial markets outside IOMPO's control as specified in the terms and conditions. If this occurs, IOMPO will endeavour to notify You as soon as is reasonably possible by telephone or email to enable You to re-enter Your order. In any event, please note that IOMPO does not refund cash advance charges made by Your payment card issuer.

#### 8. Charges and Payment Terms

- 8.1. The amount You have to pay for Your order shall be paid in sterling and calculated in accordance with the total amount of the foreign currency ordered by You and converted into sterling in accordance with the relevant exchange rate(s) as specified in [point 6].
- 8.2. You can pay for Your order utilising most debit cards issued in the United Kingdom (Delta, Switch) providing the card is registered in Your name and there are sufficient funds available to cover Your order and Charges. Payment will be taken on the day of Your order and should appear on Your payment card statement three (3) working days later.
- 8.3. Your debit card issuer may charge You interest and/or fees on paying by credit and/or debit card as they consider it a cash advance. This is not a service charge made by IOMPO and You acknowledge that IOMPO has no control over and is not liable for such charges. Should Your order be cancelled, the funds should show as available in your account within the next three (3) working days.

### **Freepost Service**



#### **Terms and conditions**

#### 1. Description

This Service is available for Business Customers in the Isle of Man wishing to pay the postage for letters, cards or small packets from their clients.

#### 2. Available to

Business Customers registered in the Isle of Man.

#### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 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 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. 'Designated Address' means your permanent Isle of Man address or address at which your company is registered or incorporated.
- 3.6. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.7. 'Licence' means a licence granted to You by the IOMPO in accordance with section 5.2 below.
- 3.8. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.9. 'Service(s)' means the freepost services.
- 3.10. '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
- 3.11. 'We', 'Us' and Our' means the IOMPO.
- 3.12. '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. Before this Service can be used:
  - 5.1.1 an application form must be completed by You and accepted by the IOMPO
  - 5.1.2 the appropriate Charge paid to purchase a License
- 5.2. Once all of the requirements as set out in point 5.1 have been satisfied, the IOMPO will issue you with a licence to use the Service upon the terms set out in these terms and conditions (the 'Licence').

#### 6. Services and Duration

6.1. Once Your application has been accepted by the IOMPO they will issue You with a Licence. The Licence is issued for a period of twelve (12) months (the 'Term') and the Charge is payable for the full Term. A Licence may be renewed annually for further twelve (12) month periods. IOMPO is not liable for any refund or credit if the full Term is not utilised for any reason initiated by either IOMPO or You.

6.2. All items received from You using this Service will be counted by the IOMPO and sent directly to the Designated Address.

#### 7. Special Conditions

- 7.1. You must have a Credit Account and maintain it for the Term.
- 7.2. Freepost mail cannot be redirected after delivery to the Designated Address.

#### 8. Limitations/exceptions

The Service is available for replies posted in the Isle of Man, the UK and Channel Islands only.

#### 9. Charges and Payment Terms

- 9.1. Details of the Charges can be found at: www.iompost.com
- 9.2. If an item is received after the Licence has expired, a surcharge as an unpaid item will be applied for payment by the addressee.

### General Terms and Conditions



#### 1. Acceptance

The IOMPO reserve the right to refuse any application for Services at their 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 HM Customs and Excise, but normally letters and packets containing documents or similar forms of correspondence are excluded, as are items addressed to EU countries. Customs documentation is required for small packets and other packages containing goods sent to destinations outside the EU, and Andorra, Canary Islands, Gibraltar, San Marino and Vatican City State.
- **2.2.** It is a serious criminal offence to redirect or attempt to redirect mail without the proper authority and the IOMPO will refer any suspected unauthorised redirections to the appropriate authorities.

#### 3. Prohibited and Restricted Items

You must not attempt to send Prohibited Items or incorrectly packaged or marked Restricted Items.

#### 4. Indemnity

Notwithstanding any other provisions, You will indemnify and keep indemnified the IOMPO and its successors in title against any costs, damages and claims incurred or that may be incurred by the 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 of its employees, agents or subcontractors involved in the provision or receipt of the Services who need to know the Confidential Information in question;
- 5.1.3. use the Confidential Information belonging to the other solely in connection with a provision or receipt of the Services and not for its own benefit or the benefit of any third party.
- 5.2. Both Parties hereby undertake to the other to make all relevant employees, agents and subcontractors aware of the confidentiality of the Confidential Information belonging to the other and the provisions of this Condition 5 and without limitation to this Condition 5.2 to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Condition 5 and indemnify the other Party against any breach of this Condition 5.
- 5.3. Nothing in this Condition 5 shall be deemed or construed to prevent the IOMPO from disclosing any Confidential Information obtained from You to any consultant contractor or other person engaged by the IOMPO in connection herewith provided that the IOMPO shall have obtained from the consultant contractor or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Condition 5.

#### 6. Limitation of Liability

- 6.1. This sets out the entire financial liability of the IOMPO to You (including any liability for the acts or omissions of its employees, agents and subcontractors):
  - 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 the liability of each Party for death or personal injury resulting from negligence; or any breach of any obligations implied by Section 22 the Supplier of Goods and Services Act 1996.
- 6.2. Neither Party shall be liable to the other Party for:
  - 6.2.1. loss of profits; or
  - 6.2.2. loss of business; or
  - 6.2.3. depletion of goodwill and/or similar losses; or
  - 6.2.4. loss of anticipated savings; or
  - 6.2.5. loss of contract; or
  - 6.2.6. loss of use; or
  - 6.2.7. loss or corruption of data or information; or
  - 6.2.8. other financial losses; or
  - 6.2.9. any other loss not directly arising from either Party's breach negligence or any other event.
- **6.3.** 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 the respective Limit of Liability Amount.

#### 7. Data Protection

The IOMPO will comply with the Data Protection Act 2002 in the provision of the Services.

You are advised to read the IOMPO's statement on "Privacy, Data Protection and Sharing of Information" which can be found at **http://www.iompost.com/help/privacy-policy/** and which will form part of any contract entered into between you and the IOMPO.

#### 8. Additional Insurance

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

#### 9. Credit Account

Where there is a requirement for You to have a Credit Account to receive the Services that Credit Account will be opened and managed in accordance with the terms set out in Schedule 3 to these Terms and Conditions.

#### 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 agrees to notify the other immediately upon becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the event of Force Majeure and a reasonable estimate of the date on which the event of Force Majeure is likely to cease.
- 10.3. If an event of Force Majeure continues for more than thirty (30) days then either Party shall be entitled to

terminate the Contract. Neither Party shall have any liability to the other in respect of the termination of the Contract as a result of an event of Force Majeure.

#### 11. Due Diligence

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

#### 12. Waiver

The waiver by either Party of a breach or default of any of the provisions of the Contract by the other Party shall not be construed as a waiver of any succeeding or continuing breach of the same or other provision nor shall any delay or omission on the part of either Party in exercising or availing itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

#### 13. Notices

Any notice request instruction or other document to be given under the Contract shall be delivered or sent by first class post or by email (such email transmission to be confirmed by letter posted within twelve (12) hours) to the registered office address of the other Party and to the address set out in the Services Schedule (or other such address as may have been notified to the other Party) and such notice or other document shall be deemed to have been served if hand delivered at the time of hand delivery if sent by post upon the expiration of forty eight (48) hours after posting and if sent by email upon the expiration of twelve (12) hours after despatch provided that such email is acknowledged to have been received by the recipient.

#### 14. Invalidity and Severability

If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Contract and all provisions not affected by such invalidity or enforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or enforceable provision.

#### **15. Entire Agreement**

- **15.1.** The Contract embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of the Contract.
- 15.2. Neither Party shall be entitled to rely on any agreement understanding or arrangement which is not expressly set forth in the Contract. For the avoidance of doubt save as specified in the Contract the terms of the Contract shall have precedence over any printed condition appearing on the reverse of any purchase order or on any purchase order acceptance delivery form or other documents or letters emanating from either Party at any time.

#### 16. Assignment

The Contract may not be assigned by the 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 hereto agree to 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 shall have the following meaning unless these Terms and Conditions state otherwise:

"Additional Insurance" means additional insurance that You can purchase from the IOMPO upon the terms set out in Schedule 2 of these Terms and Conditions;

"Application Form" means the IOMPO application form that You have completed in order to receive the Services (if applicable);

"Charges" means the charges for the provision of the Services as set out in the relevant Service Terms and Conditions;

"Contract" means the contract formed between You and the IOMPO and which comprises:

- a) the Service Terms and Conditions;
- b) these Terms and Conditions; and
- c) the Application Form (if any);

"Credit Account" means a credit account agreed between You and the IOMPO upon the terms set out in these Terms and Conditions;

"**Direct Loss**" means any loss that is directly attributable to the defaulting Party's actions and is supported by a valid invoice in respect of the loss incurred;

"**Due Diligence Information**" means information concerning Your financial standing and corporate governance;

"**Due Diligence Requirements**" means the satisfactory completion of all due diligence requirements notified by the IOMPO to You which will include the provision of relevant Due Diligence Information.

"Employee" means (when referring to the IOMPO) any employee consultant agent subcontractor or any other person whatsoever acting for or on behalf of the IOMPO or otherwise under the IOMPO's control;

"Force Majeure" means failure to perform any term or condition of the Contract as a result of conditions beyond either Party's control such as, but not limited to, war, strikes, fires, transport failures or delays, floods, acts of God, governmental restrictions, power failures or damage or destruction of facilities;

"IOMPO" means the Isle of Man Post Office (a statutory board of Tynwald);

"Limit of Liability Amount" means: (i) the amount set out in the relevant Service Terms and Conditions; (ii) where an amount is not referred to in the relevant Service Terms and Conditions, the amount set out in Schedule 1

to these Terms and Conditions (subject to the exclusions set out in that Schedule); (iii) (where an amount is not referred to in the relevant Service Terms and Conditions and the Service is not referred to in Schedule 1) the total amount of the Charges paid by you for the relevant Service in the twelve (12) months prior to the event giving rise to the claim; or (iv) (where Additional Insurance is purchased) the amount set out in Schedule 2;

"Parties" means You and the IOMPO and "Party" means either one of them (as applicable);

"Prohibited Items" means those items detailed at www.iompost.com;

"Restricted Items" means those items detailed at www.iompost.com;

"Service" means the services that You have elected to take from the IOMPO and which the IOMPO has agreed to provide to You;

"Service Terms and Conditions" means the terms and conditions which are specific to the Service that You have elected to take from the IOMPO and the IOMPO has agreed to supply to You. These Service Terms and Conditions can be found at the IOMPO website www.iompost.com;

"Terms and Conditions" means these terms and conditions;

"You" means the customer of the IOMPO who is applying for or receiving the relevant Service.

- **18.2.** A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.
- 18.3. Unless otherwise provided the singular includes the plural and any references to a gender shall include any gender.
- **18.4.** Headings are included in these Terms and Conditions for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 18.5. Reference to Conditions and Schedules are, unless otherwise provided, references to Conditions and Schedules to these Terms and Conditions.
- 18.6. In the event and to the extent only of any conflict between the Conditions and the Schedules the Conditions shall prevail.

#### **SCHEDULE 1**

#### **Limit of Liability Amount**

To make a compensation claim for loss, damage or delay of an item sent by IOMPO, a claim form, which is available from any of our counters, from Customer Services (telephone 01624 664664) or from our website at iompost.com, must be completed and forwarded to Isle of Man Post Office, Customer Services, FREEPOST, Douglas, ISLE OF MAN, IM87 6DL.

This form must be accompanied by the original Certificate of Posting (available free of charge at the time of posting) or the receipt for the specialised service offering higher levels of compensation is Special Delivery. Written evidence of market value or cost of the lost or damaged contents may also be required.

The IOMPO may make any enquiries it deems necessary to satisfy the validity of a claim which must be received IOMPO within the following time periods from the date of posting:

Royal Mail

- Letters/Packets, Special Delivery, Recorded Delivery –12 months
- Special Delivery Delays –12 months
- International Tracked Products –6 months

#### Parcelforce

- All UK services 30 days
- Global Value & BFPO 30 days

Type of service	Lost	Damaged	Delayed
	i.e. If it is confirmed that the item has not been delivered, and the original proof of posting is provided, compensation is available:	i.e. If the damage has been confirmed and packaging was sufficient in accordance with our published guidelines, compensation is payable:	If it is confirmed that the item was not delivered by the guaranteed time, and the delay has been caused by Isle of Man Post Office or contracted partners:
Letters/Packets (Isle of Man, UK and Channel Islands)	Up to the value of £20 + postage costs.	Up to the value of £20	No compensation is payable
<b>Special Delivery</b> Isle of Man, UK and Channel Islands)	Up to £2,500 + postage cost, depending on insurance level purchased and contents	Up to £2,500 depending on insurance level purchased	The postage cost may be refunded
<b>Signed For</b> (Isle of Man, UK and Channel Islands)	Up to the value of £50 + postage costs.	Up to the value of £50	No compensation is payable
International standard airmail letters/packets	Compensation up to £20 and postage costs may be refunded.	Compensation up to £20 may be payable	No compensation is payable
International Tracked Products (letters/packets)	Up to £250 + postage cost. If enhanced insurance was <u>not</u> purchased, maximum compensation payable is £50 + postage costs	Up to £250. If enhanced insurance was not purchased, maximum compensation payable is £50. Postage costs are not refunded.	No compensation is payable
UK Parcelforce – Express 10, 24hr & 48hr	For each consignment, up to £2,500 (except 48hr in which case £2,450) + postage costs, subject to the level of insurance purchased. If enhanced insurance was <u>not</u> purchased, maximum compensation payable is £200 per consignment for Express 10, £100 for 24hr and £50 for 48hr + postage costs	For each consignment, up to £2,500, (except 48hr in which case £2,450) subject to the level of insurance purchased. If no enhanced insurance was purchased, maximum compensation payable is £200 per consignment for Express 10 £100 for 24r and £50 for 48hr	The postage cost may be refunded up to 100% for Express 10 , 50% for 24hr and up to 25% for 48hr. For Express 10 maximum compensation of 50% of the cost of postage may be paid if delivery is made on the due date but not before the agreed time

Type of service	Lost	Damaged	Delayed
	i.e. If it is confirmed that the item has not been delivered, and the original proof of posting is provided, compensation is available:	i.e. If the damage has been confirmed and packaging was sufficient in accordance with our published guidelines, compensation is payable:	i.e. If it is confirmed that the item was not delivered by the guaranteed time, and the delay has been caused by Isle of Man Post Office or contracted partners:
Parcels – International Global Value	Maximum enhanced compensation payable is £500. If enhanced insurance was <u>not</u> purchased, maximum compensation payable is £50 + postage cost per parcel	Maximum enhanced compensation payable is £500. If no enhanced insurance was purchased, maximum compensation payable is £50 per parcel	No compensation is payable
HM Forces Mail	Compensation up to £20 + postage refunded	Compensation up to £20	No compensation payable
HM Forces Parcelforce	Please see UK Parcelforce	Please see UK Parcelforce	Please see UK Parcelforce

#### **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,
- delivery was attempted but no-one was available to receive it,
- the delay was due to alternative delivery arrangements which had been put in place, including PO Boxes, or Post Restante,
- the item was held up in 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,
- the item contained prohibited or undeclared restricted items,
- accessing the address was extremely difficult or it put the health and safety of staff at risk,
- it was caused by a failure or malfunction of a computer system as a result of computer viruses of any kind,
- it was caused by industrial action by employees of a partner company,
- the item was addressed to a PO Box in a country which does not accept P.O. Box addresses.

In addition to the circumstances already listed, the following goods are also excluded from compensation unless sent by Special Delivery:

- Antiques,
- Articles made wholly of gold, silver or other precious metals,
- Diamonds and other precious stones,
- Jewellery (except imitation),
- Money- current bank notes, currency note or coins.
- Negotiable documents,
- Watches.

#### Damaged Goods

The level of compensation is limited to the cost of repair or the actual price paid for the goods whichever is the lesser and shall not exceed the limit of compensation available from Isle of Man Post Office.

#### Lost Goods

Goods may be deemed lost if not received within:

- 3 weeks for the Isle of Man, UK and Channel Islands deliveries; or
- 8 weeks for International deliveries;

from the guaranteed/anticipated delivery date.

#### SCHEDULE 2

#### **Additional Insurance**

A number of IOMPO's postal services provide a limited amount of compensation which may be claimed in the event of loss, damage or delay to an item – see the table in Schedule 1 above for details of the compensation available by product.

With some services the amount of compensation that may be claimed in an event of loss, damage or delay can be increased, by indicating the increased level of compensation required (either on the relevant paperwork, or by advising when posting the item in a post office), and by paying any relevant additional fee.

Enhanced compensation is available for the following services:

- International Signed For
- Special Delivery 1pm, 9am and Saturday Guarantee services
- Parcelforce 9, 10, AM, 24, 48

Details of the levels of enhanced compensation are available from the Price Guides which can be found at www.iompost.com

Providing the requirement for increased compensation has been clearly indicated by You and recorded either in the proof of postage or service paperwork, and any additional fee has been paid, the compensation process as set out in Schedule 1 should be followed. Your entitlement to compensation remains subject to the terms and conditions set out in both Schedule 1 of these Terms and Conditions, and any relevant Service Terms and Conditions documents.

#### SCHEDULE 3

#### **Credit Account**

In order to use many of IOMPO's products and services, business customers may need to apply for a Credit Account facility with IOMPO.

The provision of any Credit Account facility by IOMPO is made at IOMPO's absolute and sole discretion, and in every case is subject to initial and on-going compliance by You with the following conditions:

- Thorough, accurate, completion and submission of the New Customer Information Details form, including a bank consent form authorising IOMPO to obtain a bank reference and the acceptance of any associated fees
- Provision of satisfactory bank reference by from Your nominated bank
- Provision of satisfactory trade references by no less than two of Your existing creditors (please note that we do not accept references from utility companies for this purpose)
- Satisfactory compliance with IOMPO's Due Diligence Requirements. From time to time IOMPO may use third
  party agencies in order to gather due diligence information about prospective or existing customers. Such
  requests, and any information subsequently obtained, are held in strict confidence by IOMPO and its agencies,
  and is used solely for the purpose of IOMPO ascertaining that a prospective customer meets its due diligence
  requirements satisfactorily.
- Compliance with these Terms and Conditions and the relevant Service Terms and Conditions at all times
- In respect of any IOMPO products or services, for the use of which requires the completion and submission of paperwork, full, accurate and timely completion and submission of all paperwork at all times, in particular relating to the submission of 'postal dockets' with each posting of mail

In order to provide some of our services to you or to receive goods or services from you we may need to verify your identification and/or credit history. Similarly, if you are a company we may need to verify the identification and/or credit history of your Directors. We may use third parties in order to carry out credit reference and/or identification checks or carry out such checks ourselves using third party software. We will only use your data in this way when it is reasonably necessary and by agreeing to receive services you accept that you have agreed that we may use your data (and the data of your directors) for these purposes and you confirm that you are authorised to provide such permission on behalf of your Directors where applicable.

Only in compliance with the above conditions by You to IOMPO's satisfaction will a Credit Account facility be considered. The on-going availability of any Credit Account facility is at IOMPO's sole discretion; IOMPO reserves the right to amend or withdraw credit arrangements in place with You at any time, with or without prior notice.

IOMPO will have no obligation to disclose the reasons why a Credit Account application/facility is declined or withdrawn. The

'New Customer Information Details' form is available by contacting the Business Development Team on 698444.

### International Business Reply Service



(to include Enhanced International Business Reply Service)

#### **Terms and conditions**

#### 1. Description

The international business reply service is designed to make international direct marketing campaigns significantly more effective by simplifying the reply process. The Service provides pre-paid and pre-addressed items. Once mailed, replies are sent directly back to Your Designated Address in the Island.

#### 2. Available to

This Service is available for Business Customers registered in the Isle of Man.

#### 3. Definitions

3.1. 'Agreed Destinations' means:

Algeria, Argentina, Australia, Austria\*, Bahamas, Barbados, Belarus, Belgium\*, Bermuda, Bolivia, Botswana, Brazil, Brunei, Burkina Faso, Burundi, Chad, China, Croatia, Cyprus, Czech Republic, Denmark\*, Ecuador, Egypt, El Salvador, Estonia, Ethiopia, Finland\*, France\*, Gambia, Germany, Ghana, Gibraltar, Greece\*, Guernsey, Guyana, Hong Kong, Hungary, Iceland, Indonesia, Iran\*, Ireland Rep.\*, Israel, Italy\*, Jamaica, Japan, Jersey, Jordan, Kenya, Korea Rep.(S), Latvia, Lithuania, Luxemburg\*, Macedonia, Malaysia, Malta, Mexico, Monaco, Nepal, Netherlands\*, New Zealand, Norway\*, Oman, Papua New Guinea, Paraguay, Poland\*, Portugal\*, Puerto Rico, Qatar, Romania, Russian Federation, Saudi Arabia, Senegal, Seychelles, Sierra Leone, Singapore, Slovac Rep., Slovenia, South Africa, Spain\*, Sri Lanka, Swaziland, Sweden\*, Switzerland\*, Syrian Arab Rep., Tanzania, Tunisia, Turkey, Tuvalu, Ukraine, United Arab Emirates, Uruguay, United States of America, Venezuela, Zimbabwe.

Countries marked with \* accept an enhanced International Business Reply Service for items with increased weight and dimensions.

- 3.2. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.3. 'Charges' means the charges for the use of the Service as set out in section 10 below.
- 3.4. 'Credit Account' means a credit account agreed between You and the IOMPO upon the terms set out in the Terms and Conditions.
- 3.5. 'Customer' means any legal person applying for the Service.
- 3.6. 'Designated Address' means Your address in the Isle of Man as set out in the application form.
- 3.7. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.8. 'Licence' means the licence granted by the IOMPO to You in accordance with section 5.2 of these Terms and Conditions.
- 3.9. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.10. 'Service(s)' means the International Business Reply services.
- 3.11. '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
- 3.12. 'We', 'Us' and Our' means the IOMPO.
- 3.13. 'You' and 'Your' means the Customer.

#### 4. General Terms

- 4.1. The Terms and Conditions apply to the provision of these Services by the IOMPO.
- 4.2. Please also refer to the International Business Reply Technical Guide available at www.iompost.com

#### 5. Application

- 5.1. Before this Service can be used:
  - 5.1.1. an application form must be completed and accepted;
  - 5.1.2. the appropriate Charge paid;
  - 5.1.3. the proposed design of the replies must be submitted to the IOMPO for approval (only designs which have been approved by the IOMPO can be used in the delivery of the IBRS). Please refer to the design specifications at point 9 for guidance;
- 5.2. Once all of the requirements as set out in section 5.1 have been satisfied, the IOMPO will issue you with a licence to use the Service upon the terms set out in these terms and conditions (the 'Licence').

#### 6. Services and Duration

- 6.1. Subject to section 6.2, the Licence will be issued for a period of twelve (12) months.
- 6.2. The IOMPO reserves the right to withdraw the Licence at any time at its discretion. Unless termination is due to a breach by You of these terms or the Terms and Conditions, the IOMPO will reimburse You for the proportion of any Charges paid for the period after the date of termination.
- 6.3. Once received by IOMPO, items which conform with the approved design will be counted and sent directly to the Designated Address.

#### 7. Special Conditions

Business Reply mail cannot be redirected after delivery to the Designated Address.

#### 8. Limitations/exceptions

Only reply cards and/or envelopes are acceptable, and must be pre-printed with an IOMPO approved design: please refer to design specifications at section 9 below.

#### 9. Design Specifications

9.1. The following is not intended to be an exhaustive list, however the key dimensions of pre-printed reply cards and envelopes, and other important points to be taken into account when preparing designs include:

9.1.1. Envelopes

- size ~ min. 114mm x 162mm; max. 162mm x 229mm
- shape ~ rectangular
- material ~ min. paper weight 70gsm
- envelope type ~ seal-able and closed on all sides, 'tuck and fold' and window are not acceptable
- thickness ~ min. 0.5mm, max. 6mm when filled.
- stiffness ~ capable of supporting its own weight when stood on its edge
- absorbency ~ between 15 and 30gsm in 60secs.

#### 9.1.2. Reply Cards

- size ~ min. 114mm x 162mm; max. 162mm x 229mm
- material ~ min. paper weight 200gsm
- thickness ~ min. 0.25mm, max. 2.3mm
- stiffness ~ capable of supporting its own weight when stood on its edge
- absorbency ~ between 15 and 30gsm in 60secs.
- 9.1.3. Facing indicia

 $\sim$  two horizontal lines, each at least 3mm wide, 80mm long and 14mm apart (from the inside edges) must be printed, 15mm from the right-hand edge and 40mm from the top of the item.

~ the words 'RESPONSE PAYEE' and 'GRANDE-BRETAGNE', in capital letters not less than 4mm high, must be shown on two lines between the two horizontal lines.

~ 'By Airmail' and 'Par Avion' should be printed in the top left-hand corner below which should appear the words 'IBRS/CCRI' followed by the licence number issued by IOMPO.

9.1.4. Addressing

~ a full and correct address (with no punctuation or underlining) must be used on each Business Reply item. The postcode must:

- (a) not contain any punctuation;
- (b) have the two parts separated by one or two spaces; and
- (c) be on the last line with no other part of the address on the same line. The address orientation should be parallel to the longer side.
- 9.1.5. Lines

~ the spacing must be a minimum of 1mm, and uniform, between all lines of the address. The number of characters in any line must not exceed 32 including spaces and the lines should be left hand justified.

9.1.6. Colour

~ all printing must be in a dark colour and should be on a white or light shaded pastel background. Vivid colours or dyes containing phosphorescent substances are not permitted.

9.1.7. Print contrast

~ the contrast for the address printing against the background must be at least 50%.

9.1.8. Fonts

~ each line of the address must contain characters of the same size and font, and the strong recommendations are Courier, New Courier, Helvetica 12pt or 15pt, medium or bold, and Arial 12pt or 15pt medium.

9.1.9. Labels

~ sticky address labels for envelopes are not acceptable.

9.1.10. Advertising area

~ extraneous printing and advertising may appear on the left-hand side and/or rear of the item provided:

- it does not fall below the last line of the address on the face of the item
- it does not mimic the horizontal lines
- it does not contain another address, complete or not.

- 9.2. Enhanced International Business Reply Service dimensions
  - 9.2.1. Envelopes
    - size ~ min. 90mm x 140mm

max. 120mm x 235mm

- 9.2.2. Letter-post packets
  - size ~ min. one surface 90mm x 140mm;
    - max. 900mm for length, depth and width combined, with greatest single dimension of 600mm
  - weight ~ max. 250gm per item
- 9.2.3. Reply Cards
  - size ~ min. 90mm x 140mm
    - max. 105mm x 148mm
- 9.2.4. Items in roll form
  - min. ~ length plus twice diameter 170mm, greatest single dimension 100mm
  - max. ~ length plus twice diameter not more than 1040mm, with length not more than 900mm.
- 9.3. Further details are available from Customer Services, telephone 01624 664664.

#### 10. Charges and Payment Terms

- 10.1. Charges for the Service are available at www.iompost.com and are payable via Credit Account.
- 10.2. The Charge payable is for the full term of the Licence. 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.
- 10.3. Customers must have a Credit Account with IOMPO and maintain it as agreed for the duration of the Licence.

### International Priority Services

('International Signed For' and 'Airsure')



#### **Terms and conditions**

#### 1. Description

These Services allow Personal and Business Customers to confirm the arrival of letter mail and small packages only at the majority of destinations throughout the world.

#### 2. Available to

Personal Customers and Business Customers.

#### 3. Definitions

- 3.1. 'Additional Insurance' means additional insurance that You can purchase from the IOMPO upon the terms set out in the Terms and Conditions.
- 3.2. 'Agreed Destinations' details, as currently agreed, can be found at: www.iompost.com
- 3.3. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.4. 'Charges' means the charges for the use of the Service as set out in section 10 below.
- 3.5. 'Customer' means any legal person applying for the Service.
- 3.6. 'Delivery Office' means the delivery office local to the recipient of the mail item.
- 3.7. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.8. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.9. 'Proof of Posting' means a stamped receipt provide by the IOMPO to prove posting.
- 3.10. 'Service(s)' means the international priority services.
- 3.11. '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
- 3.12. We', 'Us' and Our' means the IOMPO.
- 3.13. 'Working days' means generally Monday to Friday and do not include public or bank holidays in the delivery area.
- 3.14. '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

International Priority services can be accessed by either:

- 5.1. Visiting a post office counter, completing the relevant paperwork, preparing the mail piece appropriately, and paying the relevant fee, and submitting the item for dispatch; or
- 5.2. Obtaining, completing and applying the relevant paperwork (call Customer Services to obtain this) and submitting the parcel(s) to IOMPO (either by delivering it to an IOMPO branch, or by arranging a collection by IOMPO) for despatch; or
- 5.3. Using a franking machine indicia in the usual way and delivering the mail to the IOMPO (either by delivering it to an IOMPO branch, or by arranging a collection by IOMPO) for despatch.

#### 6. Services and Duration

- 6.1. In all instances, Proof of Posting is given.
- 6.2. International Signed For
  - 6.2.1. For international signed for items are electronically tracked to the point of despatch from the UK.
  - 6.2.2. If no-one is available to sign for an International Signed For item, a card will be left and the item retained at the local Delivery Office. If not collected after three (3) weeks it will be returned to the sender.
  - 6.2.3. Items can be sent by International Signed For to Agreed Destinations.
  - 6.2.4. Copies of signatures are not available.
- 6.3. Airsure
  - 6.3.1. For Airsure items are electronically tracked and progress may be checked up to the point of delivery, however no signature for receipt will be obtained.
  - 6.3.2. Items can be sent by Airsure to: Andorra, Austria, Azores, Balearic Islands, Canary Islands, Corsica, Denmark, Faroe Islands, Finland, France, Germany, Iceland, Liechtenstein, Madeira, Monaco, Netherlands, New Zealand, Norway, Portugal, Republic of Ireland, Slovak Republic, Spain, Spitzbergen, Sweden, Switzerland, and USA.

#### 7. Special Conditions

- 7.1. Delivery is confirmed to the address and not necessarily the named addressee.
- 7.2. Additional Insurance is available on payment of the appropriate fee.

#### 8. Limitations/exceptions

- 8.1. The general prohibitions and restrictions which relate to goods which may be accepted for mailing apply for this Service, together with any additional restrictions which may apply in the destination country.
- 8.2. The maximum weight for each item is 2Kg.
- 8.3. For items packed flat
  - 8.3.1. minimum size: 140mm x 90mm.
  - 8.3.2. maximum size: length 600mm, and length, depth and width combined must not exceed 900mm.
- 8.4. For rolled items
  - 8.4.1. minimum size: largest dimension (length or diameter) minimum 100mm and smallest dimension (length or diameter) minimum 35mm.
  - 8.4.2. maximum size: length 900mm, and length plus 2 x diameter must not exceed 1040mm.

#### 9. Service Levels

There is no guaranteed delivery time, and delivery will be on working days only.

#### 10. Charges and Payment Terms

The Charges for this Service are set out at: www.iompost.com

### KeepSafe Services



#### **Terms and conditions**

#### 1. Description

By this Service the IOMPO hold Your mail safely for up to three (3) months.

#### 2. Available to

This Service is available to Personal Customers and Business Customers resident in the Isle of Man.

#### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.2. 'Charges' means the charges for the use of the Service as set out in section 10 below.
- 3.3. 'Customer' means any legal person applying for the Service.
- 3.4. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.5. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.6. 'Service(s)' means the Keepsafe services.
- 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. 'You' and 'Your' means the Customer.
- 4. General Terms
- 4.1. The Terms and Conditions apply to the provision of these Services by the IOMPO. The Terms and Conditions are amended as follows.
- 4.2. If IOMPO fails to hold the mail as agreed, a full refund of the Charge may be given.

#### 5. Application

- 5.1. In order to receive this Service You must complete and deliver the required application to the IOMPO.
- 5.2. A completed application form and payment of the appropriate Charge must be received at least one (1) week before the Service starts.
- 5.3. All individuals at the same address requesting this Service must sign the application form.
- 5.4. Parents or Guardians signatures are required for any children under sixteen (16) years.
- 5.5. If the application is made under the authority of a Power of Attorney, a certified copy of the authority must be included with the application form, which must be signed in accordance with the authority.
- 5.6. Formal identification may be required when applying for this Service:
- 5.6.1. current passport, armed Forces ID card, provisional or full driving licence bearing a photograph and signature (not International Drivers' Permits/Licences), government issued National Identity Card bearing a photograph or bank card if application is made in person;
- 5.6.2. recent (within the last three (3) months) paid household utility bill (not mobile phone bill), or TV licence, or a recent Bank, Building Society or credit card statement, showing the old address.

#### 6. Services and duration

- 6.1. The Service is available for a maximum of three (3) months.
- 6.2. Retained mail will be:
  - 6.2.1. held in a secure area;
  - 6.2.2. delivered to the home address on the day after the Service ends or the written notice of cancellation date;
  - 6.2.3. collected by prior arrangement and within forty eight (48) hours after the Service ends or the written notice of cancellation date.
- 6.3. The Service may be cancelled in writing at any time but IOMPO will not be liable for any refund or credit in such a case.

#### 7. Special Conditions

- 7.1. If items are collected, they can only be collected by the addressee and identification will be required.
- 7.2. Delivery or collection of retained mail is not available on Manx public and bank holidays.
- 7.3. Any mail which arrives for an individual or business/company not named on the application form will continue to be delivered in the normal way.
- 7.4. Unless requested otherwise, mail addressed to 'the Occupier' will be delivered in the normal way.
- 7.5. Any change of address must be advised promptly to IOMPO in writing or by fax or email.

#### 8. Limitations/exceptions

- 8.1. Only letter mail is accepted for the Service.
- 8.2. Perishable, Recorded and Special Delivery items are exempt from the Service. Recorded items will be held for one (1) week, and Special Delivery items will be held for three (3) weeks before being returned to the sender.

#### 9. Charges and Payment Terms

- 9.1. The Charge for the Service is as set out in our Post Price Guide located in the related downloads area.
- 9.2. The Charge for the Service applies to the address and not the number of residents applying for the Service.

### Media Centre



#### Terms of Use

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## Parcelforce Conditions of Carriage



#### **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

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 by 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 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

## Parcelforce Conditions of Carriage

- 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

## Parcelforce Conditions of Carriage

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

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

Services	А	В
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

Β.

- 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

## Parcelforce Conditions of Carriage

- 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.

# Parcels



Prohibitions and restrictions can be found at www.iompost.comOik Postagh Ellan Vannin

## **Terms and conditions**

### Compensation

Should you need to make a compensation claim for an item for loss, damage or delay of an item sent by Isle of Man Post Office, please complete all of the claim form. A form can be downloaded from our website, calling our Customer Services team on (01624) 664664 or calling into your local Post Office Counter. Once you have completed your form, you can send it to:

### Isle of Man Post Office, Customer Services, Freepost 1167, Douglas, ISLE OF MAN, IM87 6DL

This form must be accompanied by the original Certificate of Posting (available free of charge at the time of posting) or the receipt for the specialised service offering higher levels of compensation. Written evidence of market value or cost of the lost or damaged contents will also be required.

Isle of Man Post Office will make any enquiries it deems necessary to satisfy the validity of a claim. All UK claims must be made within 30 days of despatch. International claims must be made within the following timescales: 15 days of despatch for globalexpress, 30 days of despatch for global priority, and 120 days of despatch for globalvalue and BFPO. Appeals against decisions on claim settlements must be made within 30 days of receipt of claim settlement letter, in writing to the address shown on the claim settlement letter.

Collectable items, which have appreciated in value either due to their rarity or due to being out of production, are not excluded from cover, but the level of compensation for loss or damage is limited to the actual price paid for the collectable and shall not exceed the limit of compensation available from Isle of Man Post Office. Compensation may be payable subject to the customer providing satisfactory written or printed evidence.

### **Exclusions**

Isle of Man Post Office will 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
- delivery was attempted but no-one was available to receive it
- the delay was due to alternative delivery arrangements which had been put in place, including PO Boxes, or Post Restante
- the item was held up in 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
- the item contained prohibited or undeclared restricted items
- accessing the address was extremely difficult or it put the health and safety of staff at risk
- caused by a failure or malfunction of a computer system as a result of computer viruses of any kind
- caused by industrial action by employees of a partner company
- the item was addressed to a PO Box in a country which is not acceptable. In addition to the circumstances already
  listed, the following goods are also excluded from compensation, unless sent by Special Delivery. (Compensation for
  loss but not damage/deterioration may be available for those marked \*\*
- the item has been delayed due to an event of Force Majeure
- Antiques (objects over 100 years old)
- Articles made wholly of gold, silver or other precious metals

- Ceramics such as ornaments and decorative china, resin and porcelain \*\*
- Diamonds and other precious stones
- Glassware\*\*
- Jewellery (except imitation)
- Money- current bank note, currency note or coins, uncrossed postal orders which do not state to whom they are to be paid, cheques or dividend warrants which are uncrossed and made payable to the bearer. Bearer securities, including share warrants, scrips or subscription certificates, bonds or relative coupons; un-cancelled revenue or postage stamps; airline tickets, coupons, vouchers, tokens, stamps or similar documents which can be exchanged by themselves or with any other document for money, goods or services, national insurance stamps or bankers drafts.
- Negotiable documents
- Perishable goods\*\*
- Stamps
- Watches

### **Damaged Goods**

The level of compensation is limited to the cost of repair or the actual price paid for the goods whichever is the lesser and shall not exceed the limit of compensation available from Isle of Man Post Office.

### **Force Majeure**

Isle of Man Post Office shall not be liable for any breach of its obligations or for compensation or refund for loss 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.

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.

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**

Isle of Man Post Office does not offer compensation for consequential loss on any of its services. 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.

## Postage Paid Impression Services



## **Terms and conditions**

### 1. Description

This Service allows the application of a 'postage paid' impression to be put on mail as alternative to franking or the use of stamps. The IOMPO will grant the Customer a Licence to use a Postage Paid Impression subject to the conditions set out in these terms and conditions.

### 2. Available to

Business Customers and Personal Customers resident or registered in the Isle of Man.

### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 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 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. 'Licence' has the meaning set out at section 5.2.
- 3.7. 'Licence Number' has the meaning set out at section 5.2.
- 3.8. 'Mailing' means one (1) batch of postal items logged in the Postage Account Payment Book as a single or consolidated entry.
- 3.9. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.10. 'Postage Account Payment Book' means the postage account payment book provided to You by the IOMPO.
- 3.11. 'PPI' means Postage Paid Impression(s).
- 3.12. 'Service(s)' means the Postage Paid Impression services.
- 3.13. '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
- 3.14. 'We', 'Us' and Our' means the IOMPO.
- 3.15. '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. Before this Service can be used:
  - 5.1.1. An application form must be completed and accepted by the IOMPO.
  - 5.1.2. You must set up a Credit Account.
  - 5.1.3. The Licence can be applied either:
    - (a) By using the PPI stamp provided and stamping every item sent, or
    - (b) By having envelopes pre-printed with an approved design.
- 5.2. Once all of the requirements as set out in section 5.1 have been satisfied, the IOMPO will issue you with a licence to use the Services upon the terms set out in these terms and conditions (the "Licence"). The Licence will have a unique Licence number (the "Licence Number").

### 6. Services and Duration

- 6.1. The Licence will be issued from the date of issue of the Licence Number and shall be terminated on notice by the IOMPO.
- 6.2. The IOMPO will provide You with a Postage Account Posting Book upon issue of the Licence. You must log all of your mail on receipt of a PPI in this log book and provide copies of your entries on each day a Mailing is submitted.
- 6.3. The IOMPO will provide you with a PPI stamp for you to use to imprint your mail with your PPI.

### 7. Special Conditions

- 7.1. You must have a Credit Account in order to use the Service.
- 7.2. The PPI must appear always on the top right-hand corner of the envelope, card, wrapper or label, no more than 20mm from the edges of the item.
- 7.3. Pre-printed items must have the design approved by the IOMPO before printing.
- 7.4. All items in a single PPI Mailing should:
  - 7.4.1. be presented in bundles of no more than one hundred (100);
  - 7.4.2. have addresses on the same side up and facing the same way;
  - 7.4.3. either be pre-printed and/or rubber stamped items.
  - 7.5. For large mailings, IOMPO provides a number of solutions to make sending post easier. Contact our Business Development team on 698444 or sales@iompost.com for more details.

### 8. Charges and Payment Terms

There is no additional charge for this service, however its continued use is subject to the Customer maintaining a Credit Account.

# Postage



## **Terms and conditions**

### Compensation

Should you need to make a compensation claim for an item for loss, damage or delay of an item sent by Isle of Man Post Office, please complete all of the claim form. A form can be downloaded from our website, calling our Customer Services team on (01624) 664664 or calling into your local Post Office Counter. Once you have completed your form, you can send it to:

### Isle of Man Post Office, Customer Services, Freepost 1167, Douglas, ISLE OF MAN, IM87 6DL

This form must be accompanied by the original Certificate of Posting (available free of charge at the time of posting) or the receipt for the specialised service offering higher levels of compensation. Written evidence of market value or cost of the lost or damaged contents will also be required.

Isle of Man Post Office will make any enquiries it deems necessary to satisfy the validity of a claim. All claims for damage/ loss for items sent by the following services: Royal Mail Standard letter/packets, Special Delivery and Signed For must be received within 80 days of dispatch. Claims for damage/loss to Royal Mail International Standard, Signed, Tracked and International Tracked & Signed must be received within 6 months of dispatch.

Collectable items, which have appreciated in value either due to their rarity or due to being out of production, are not excluded from cover, but the level of compensation for loss or damage is limited to the actual price paid for the collectable and shall not exceed the limit of compensation available from Isle of Man Post Office. Compensation may be payable subject to the customer providing satisfactory written or printed evidence.

### **Exclusions**

Isle of Man Post Office will 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
- delivery was attempted but no-one was available to receive it
- the delay was due to alternative delivery arrangements which had been put in place, including PO Boxes, or Post Restante
- the item was held up in 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
- the item contained prohibited or undeclared restricted items
- the item has been delayed due to an event of Force Majeure
- accessing the address was extremely difficult or it put the health and safety of staff at risk
- caused by a failure or malfunction of a computer system as a result of computer viruses of any kind
- caused by industrial action by employees of a partner company
- the item was addressed to a PO Box in a country which is not acceptable.

In addition to the circumstances already listed, the following goods are also excluded from compensation, unless sent by Special Delivery.

Compensation for loss but not damage/deterioration may be available for those marked \*\*

### Postage

- The item has been delayed due to an event of Force Majeure
- Antiques (objects over 100 years old)
- Articles made wholly of gold, silver or other precious metals
- Ceramics such as ornaments and decorative china, resin and porcelain \*\*
- Diamonds and other precious stones
- Glassware\*\*
- Jewellery (except imitation)
- Money- current bank note, currency note or coins, uncrossed postal orders which do not state to whom they are to be paid, cheques or dividend warrants which are uncrossed and made payable to the bearer. Bearer securities, including share warrants, scrips or subscription certificates, bonds or relative coupons; un-cancelled revenue or postage stamps; airline tickets, coupons, vouchers, tokens, stamps or similar documents which can be exchanged by themselves or with any other document for money, goods or services, national insurance stamps or bankers drafts.
- Negotiable documents
- Perishable goods\*\*
- Stamps
- Watches

### **Damaged Goods**

The level of compensation is limited to the cost of repair or the actual price paid for the goods whichever is the lesser and shall not exceed the limit of compensation available from Isle of Man Post Office.

Please ensure that the recipient retains the packaging and contents until our enquiries are completed.

### **Force Majeure**

Isle of Man Post Office shall not be liable for any breach of its obligations or for compensation or refund for loss 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.

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.

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**

Isle of Man Post Office does not offer compensation for consequential loss on any of its services. 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

# Postmark Advertising



### Terms and conditions

### 1. Description

Postmark Advertising provides advertising space next to the cancellation stamp on each item of 'stamp cancelled' mail that is delivered both on and off Island.

### 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 by the IOMPO 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 clause 9 below.
- 3.3. 'Credit Account' means a credit account facility provided by IOMPO subject to the Credit Account Terms and Conditions.
- 3.4 'Credit Account Terms and Conditions' means where there is a requirement for You to have a Credit Account to receive the Services that the Credit Account will be opened and managed in accordance with the terms set out in Schedule 3 of IOMPO 'General Terms and Conditions'.
- 3.5. 'Customer' means any legal person applying for the Service.
- 3.6. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.7. 'Advertising Logo' means the artwork supplied by You to IOMPO for advertising via the Service.
- 3.8. 'Service' means the provision of Postmark Advertising.
- 3.9. '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
- 3.10. 'We', 'Us' and Our' means the IOMPO.
- 3.11. 'You' and 'Your' means the Customer.

### 4. General Terms

The Terms and Conditions apply to the provision of this Service by the IOMPO.

### 5. Application

- 5.1. The Service can be accessed by contacting IOMPO, 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 Postmark Advertising to be finalised.
- 5.3. Receipt of an Agreement together with the supply of Postmark Artwork by You to IOMPO and/or payment assumes acceptance of the terms and conditions for the Service.

### 6. Services and Duration

- 6.1. The Service can be booked per day.
- 6.2 The duration of the Service will be agreed between You and the IOMPO and will be set out in the Agreement (the 'Duration').
- 6.3. The advertising dates refer to the time interval the Postmark Advertising will be applied to the 'stamp cancelled' mail.

### 7. Special Conditions

- 7.1. IOMPO reserves the right at its sole discretion to refuse or accept Postmark Advertising at any point prior to the agreed Duration due to the nature of the advertising content being:
  - 7.1.1. likely to cause embarrassment to IOMPO, its employees or prospective recipients,
  - 7.1.2. prohibited or restricted by law, regulations or guidelines of any sort,
  - 7.1.3. or not meeting not the terms and conditions for Postmark Advertising.
- 7.2. Artwork for the advertising be delivered:
  - 7.2.1 in a Monochrome Bitmap Picture BMP format
  - 7.2.1. To: sales@iompost.com
  - 7.2.2. Fifteen (15) working days prior to advertising

If the artwork is not provided by this time, IOMO reserves the right to defer the advertising to the next available slot.

- Advertising 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 IOMPO cannot guarantee the volume of 'stamp cancelled' mail that is processed per day

### 9 Charges and Payment Terms

- 9.1. The charges for this Service are available at www.iompost.com
- 9.2. The balance of any Charges must be paid by the Thursday prior to the start of the agreed Duration, 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 advertising is cancelled by the Customer, or the Customer fail to provide artwork for advertising having received an Agreement, IOMPO reserves the right to:
- 9.3.1. Defer the advertising to the next available distribution date;
- 9.3.2. Within seven (7) days of the advertising date, Charge the full amount of the agreed cost of the advertising.
- 9.4. Any changes to the agreed 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 advertising date.
- 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 advertising 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 final day of advertising interval. In all cases claims must be substantiated in all respects to the satisfaction of IOMPO.

# **Private Boxes Service**



## Terms and conditions

### 1. Description

Private Boxes provide a method of receiving mail at your local Delivery Office, which you can collect at your convenience during our opening hours.

### 2. Available to

Private Boxes are available to Business Customers and Personal Customers with a permanent Isle of Man address.

### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 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 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. 'Delivery Office' means our depot at which mail is processed for delivery to Your Registered Address.
- 3.6. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.7. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.8. 'Private Box' means a box maintained by a Customer at a Delivery Office for receipt of their mail.
- 3.9. 'Registered Address' means Your permanent Isle of Man address or address at which Your company is registered or incorporated.
- 3.10. 'Service(s)' means the Private Boxes services.
- 3.11. 'Terms and Conditions' means the general terms and conditions which apply to the delivery of the Service and which can be found at [insert URL].
- 3.12. 'We', 'Us' and Our' means the IOMPO.
- 3.13. '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

To set up a Private Box, the Private Box application form must be completed in full and submitted along with any required documents and appropriate Charge. An application will not be deemed to have been accepted by Us until a letter of acceptance of the application has been issued to Your Registered Address, containing the Private Box details.

### 6. Services and Duration

- 6.1. On Our acceptance of Your application You will be provided with a unique Private Box number (this number will be the next available in sequence for the respective Delivery Office), and a corresponding postcode. Both of these details must be used by senders in order for mail to be successfully delivered to your Private Box.
- 6.2. The Service is available for a minimum initial term of twelve (12) months (the 'Term').

- 6.3. You may cancel a Private Box providing us with one (1) month's written notice of your requirement to do so; no refund is payable if the Service is cancelled within the initial twelve (12) months, however a pro-rata rebate will be issued thereafter.
- 6.4. Access keys to Douglas Private Box lockers will issued by Special Delivery to Your Registered Address, for which a signature will be required on delivery. By You or Your representative signing to accept Private Box secure locker keys, You take full responsibility for the keys and controlling access to your Private Box contents. We accept no responsibility for any access gained to your Private Box secure locker and its contents, gained by using the keys issued to You.

### 7. Special Conditions

- 7.1. Where an application form is in respect of more than one (1) Private Box, the terms and conditions will apply to the use of all Private Boxes.
- 7.2. Private Boxes are available only at the local Delivery Office from which mail is delivered to your Registered Address.
- 7.3. The Private Box address issued to you should follow the addressing guidelines as set out at in our price guide (see www.iompost.com/lib/docs/post/iompopriceguideupdatemarch2012). This address may be abbreviated to the following:

The Company PO Box XXX DOUGLAS Isle of Man

- 7.4. A unique postcode will be provided along with your Private Box number, and both of these must be used for mail to be successfully sorted to your Private Box.
- 7.5. For Personal Customers, only applications in a single name can be accepted.
- 7.6. Should You, on Your Private Box application, opt for an Additional Service:
  - 7.6.1. in the case of opting for 'letters not bearing the Private Box number to be transferred to the Private Box'; We will endeavour to fulfil this requirement, however We cannot be held responsible for any mail which is not directed to the Private Box, and any consequences experienced by You as a result of this;
  - 7.6.2. in the case of 'mail addressed to the Private Box to be delivered to the Registered Address'; We will endeavour to fulfil this requirement, however We cannot be held responsible for any mail which is not directed to the Registered Address, and any consequences experienced by You as a result of this.
- 7.7. You must advise Us in writing or email in advance of any change to Your address. Your Private Box details and arrangements are linked to Your local Delivery Office address. If as a result Your Delivery Office changes so must your Private Box arrangements and details. Private Box mail may be redirected for up to only three (3) months to facilitate any change in Your address.
- 7.8. Mail will be available either for You to collect from Your local Delivery Office or will be delivered to Your address, as per your application. Should You wish to change how You receive Your mail, please contact Our Customer Services department. Delivery Office open hours and public holidays information can be found at www.iompost. com/counters/subpost.
- 7.9. On acceptance of Your application for a Private Box You will be issued with a Private Box authority card by the IOMPO ('Authority Card') as proof of Your identity. If Your Private Box is located at Douglas Delivery Office, and You have opted to collect Your mail, You will also be issued with two (20 copies of a key to a designated secure locker at Douglas Delivery Office, from which You can collect mail at Your convenience subject to Our opening hours.
- 7.10. For Private Boxes located in all Delivery Offices other than in Douglas your Authority Card must be presented whenever you or your representative wishes to collect your mail.

- 7.11. If You have opted to collect mail from Your Private Box You must do so regularly, at least once per month. If Your Private Box becomes full We will contact You to request You to collect its contents. However if You do not empty Your Private Box for three (3) consecutive months the Service may be cancelled and all mail contained within your Private Box, and any other mail received subsequently, returned to sender as undelivered.
- 7.12. It is Your responsibility to check Your Private Box regularly for Recorded Signed For or Special Delivery items.
- 7.13. Should You require a replacement Authority Card, please contact Our Customer Services team on 664664 to obtain a replacement Authority Card form. You will be required to re-present either:
  - 7.13.1. in the case of Business Customers, Your company registration certificate, certificate of incorporation, or a suitable alternative to be determined by IOMPO at our sole discretion; or
  - 7.13.2. in the case of Personal Customers, Your proof of identity.
- 7.14. Should You lose the keys to Your secure locker, replacements may be obtained initially by contacting Our Customer Services team on 664664 to obtain a Private Box replacement key form. A fee is payable to obtain replacement keys, and You will be required to present Your Private Box Authority Card. Replacement keys are issued by Special Delivery to your Registered Address.
- 7.15. We reserve the right to:
  - 7.15.1. refuse any application outright without further explanation;
  - 7.15.2. withdraw the Service from You for Our Terms and Conditions or of these terms and conditions;
  - 7.15.3. withhold the contents of any Private Box without presentation by You or Your representative of a valid Private Box Authority Card or access key;
  - 7.15.4. on giving reasonable notice, change Private Box numbers and corresponding postcodes from time to time;
  - 7.15.5. on giving reasonable notice, rearrange and/or reissue Private Box secure lockers from time to time;
  - 7.15.6. give the address (and title) of the Private Box holder to any enquirers and supply this information for inclusion in Royal Mail's Postcode Address File ('PAF'). Information on the PAF is used to produce a number of address management products that are available to the public.

### 8. Limitations/exceptions

- 8.1. Only letter and packet mail can be accepted at a Private Box. Parcels cannot be accepted and if received addressed to Private Box, will be returned to sender as undeliverable.
- 8.2. Private Boxes must not be used for any illegal or fraudulent purpose.

### 9. Charges and Payment Terms

- 9.1. Current charges for the Service can be found at www.iompost.com/postal/private. Charges are reviewed annually and any changes publicised giving detail and reasonable notice of the change.
- 9.2. Full payment for the initial twelve (12) months term is required when applying for a new Private Box and annually thereafter.
- 9.3. Any invoice for the Service is:
  - 9.3.1. subject to our account credit terms, and
  - 9.3.2. payable within twenty eight (28) days of the invoice date.
- 9.4. Any invoice not settled within this period may result in the Private Box being closed without further notice and any mail already contained within, or subsequently received at the Private Box, returned to sender as undelivered.

## Redirect -Business Services



## **Terms and conditions**

### 1. Description

This Service allows Business Customers to re-direct mail to an alternate address.

### 2. Available to

- 2.1. This Service is available to Business Customers resident in the Isle of Man.
- 2.2. This Service is available only for letter mail unless parcels have been requested specifically in Your application and this has been agreed by the IOMPO.

### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.2. 'Charges' means the charges for the use of the Service as set out in section 9 below.
- 3.3. 'Customer' means any legal person applying for the Service.
- 3.4. 'Delivery Office' means the delivery office local to the recipient of the mail item.
- 3.5. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.6. 'Maximum Period' means a total period of two (2) years from the date on which the Service begins.
- 3.7. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.8. 'Private Box' means a box maintained by a Customer at a Delivery Office for receipt of their mail.
- 3.9. 'ReDirect' means the ReDirect Services.
- 3.10. 'ReDirect Period' means the cumulative period of time between initiating the Service, and the ending date as agreed with IOMPO.
- 3.11. 'Service(s)' means the ReDirect Business services.
- 3.12. '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
- 3.13. 'We', 'Us' and Our' means the IOMPO.
- 3.14. '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. In order to receive the Service You must complete and deliver the required application form to the IOMPO.
- 5.2. A completed application form and appropriate Charge must be received at least one (1) week before the Service starts. If an existing ReDirect is to be extended (up to the Maximum Period), the written request, together with the appropriate Charge, should be received by IOMPO one (1) week before the original ReDirect expires.
- 5.3. The forwarding address on an existing ReDirect may be amended by request in writing and payment of the appropriate administration Charges.
- 5.4. If personal and business mail is to be redirected from the same address, separate applications must be made for each, and the appropriate Charges paid.

- 5.5. All application forms renewals and cancellations must be signed by two (2) directors, partners or company officials authorised to legally bind the business unless the applicant is a sole trader. The IOMPO may require verification of such authority.
- 5.6. Formal Identification is required from the signatories applying for this Service:
  - 5.6.1. current passport, armed Forces ID card, provisional or full driving licence bearing a photograph and signature (not International Drivers' Permits/Licences), government issued National Identity Card bearing a photograph or bank card if application is made in person;
  - 5.6.2. recent (within the last three (3) months) paid household utility bill (not mobile phone bill), or TV licence, or a recent Bank, Building Society or credit card statement, showing the old address.
- 5.7. If the application is made under the authority of Liquidator, administrator or receiver, a certified copy of the appointment documentation must be included with the application form which must be signed in accordance with the authority.

### 6. Services and Duration

- 6.1. This Service is available for a maximum of two (2) years (the 'Maximum Period').
- 6.2. The Service may be cancelled at any time on receipt of an authorised written instruction. The IOMPO will not refund or credit Charges after the Service has started but if cancellation is before the start date refund may be given minus administration Charge. If no date is specified, the cancellation will cease from the date of the cancellation letter.
- 6.3. If the IOMPO have agreed to redirect parcels these can only be redirected to addresses in the Isle of Man, UK and Channel Islands. Any received for other addresses abroad or received where IOMPO have not agreed to redirect parcels will be returned to sender.

### 7. Special Conditions

- 7.1. Variations the forwarding address may be amended by request in writing signed by two (2) directors and payment of the appropriate administration Charge.
- 7.2. Delivery time guarantees do not apply for redirected items.
- 7.3. Any mail which arrives for a business not named on the application form will continue to be delivered in the normal way. Business Customers cannot redirect mail for sections of their business only.
- 7.4. Mail addressed to 'the Occupier' will be delivered in the normal way.
- 7.5. Mail is forwarded 'First class' or by Airmail to destinations abroad.
- 7.6. It is a serious criminal offence to redirect or attempt to redirect mail without the proper authority and IOMPO will refer any suspected unauthorised redirection to the appropriate authorities.
- 7.7. Customs.

### 8. Limitations/exceptions

- 8.1. The Redirect service is not available for:
  - 8.1.1. Customers who did not occupy and own, lease or rent the premises at the old address.
  - 8.1.2. Customers whose old address was temporary, e.g. a hotel, boarding house, club, lodgings, etc.
  - 8.1.3. Customers whose old address was an office or premises with a communal postal delivery point.
  - 8.1.4. Items on which the sender indicates the mail is not to be redirected.
  - 8.1.5. Items which may not be redirected by law, e.g. social security and benefits mail they will be returned to sender.
  - 8.1.6. Items that have more than one (1) addressee and only one (1) addressee has applied for the service they will be delivered to the address unless all addressees have agreed in writing that one (1) or a third party may receive them.
  - 8.1.7. Items delivered to the old address by other delivery and courier services.
  - 8.1.8. Items to be transferred from one (1) Private Box to another within the same Delivery Office.
  - 8.1.9. Personal mail from a business address to a private address.
- 8.2. Special Delivery and Recorded items may be redirected to addresses within the Isle of Man, the UK and Channel Islands only; such items received for redirection to addresses elsewhere will be returned to the sender.

### 9. Charges and Payment Terms

Details of the Charges payable for this Service are available from the IOMPO's Customer Services team at www.iompost.com

## Redirect -Personal Services



## **Terms and conditions**

### 19. Description

This Service allows Personal Customers to redirect their personal mail from their old address to their new address.

### 20. Available to

This Service is available to Personal Customers resident in the Isle of Man.

### 21. Definitions

- 21.1. 'Applicant' means all persons named on the application form as requiring the Services.
- 21.2. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 21.3. 'Charges' means the charges for the use of the Service as set out in section 9 below.
- 21.4. 'Customer' means any legal person applying for the Service.
- 21.5. 'Delivery Office' means the delivery office local to the recipient of the mail item.
- 21.6. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 21.7. 'Maximum Period' means a total period of two (2) years from the date on which the Service begins.
- 21.8. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 21.9. 'Private Box' means a box maintained by a Customer at a Delivery Office for receipt of their mail.
- 21.10. 'ReDirect' means the ReDirect Services.
- 21.11. 'ReDirect Period' means [•].
- 21.12. 'Service(s)' means the ReDirect Personal services.
- 21.13. '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
- 21.14. 'We', 'Us' and Our' means the IOMPO.
- 21.15. 'You' and 'Your' means the Customer.

### 22. General Terms

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

### 23. Application

- 23.1. In order to receive the Service You must complete and deliver the required application form to the IOMPO.
  - **23.2.** A completed application form and appropriate Charge must be received at least one (1) week before the Service starts. If an existing ReDirect is to be extended (up to the Maximum Period), the written request, together with the appropriate Charge, should be received by IOMPO one (1) week before the original ReDirect expires.
  - 23.3. The forwarding address on an existing ReDirect may be amended by request in writing and payment of the appropriate administration Charges.
  - 23.4. If personal and business mail is to be redirected from the same address, separate applications must be made for each, and the appropriate Charges paid.

- 23.5. Formal identification is required from the Customer applying for this Service and all Applicants aged sixteen (16) years or over should sign the relevant section of the application form. Identification in the form of one (1) original or certified copy document from each of the following categories is necessary for each Applicant:
  - **23.5.1.** current passport, armed Forces ID card, provisional or full driving licence bearing a photograph and signature (not International Drivers' Permits/Licences), government issued National Identity Card bearing a photograph or bank card if application is made in person;
  - 23.5.2. recent (within the last three (3) months) paid household utility bill (not mobile phone bill), or TV licence, or a recent Bank, Building Society or credit card statement, showing the old address.
- 23.6. Parents or Guardians signatures are required for any children aged under sixteen (16) years.
- 23.7. If the application is made under the authority of a Power of Attorney, a certified copy of the authority must be included with the application form which must be signed in accordance with the authority.
- **23.8.** If the addressee is deceased, a certified copy of the death certificate must be included with the application form which must be signed by all personal representatives, executors or administrators, together with a certified copy of the authority.

### 24. Services and Duration

- 24.1. The Service is available for a maximum of two (2) years (the 'Maximum Period').
  - 24.2. Redirection from a Private Box is acceptable only if the Private Box is being closed and the ReDirect is for a maximum of three (3) months.
  - 24.3. The Service may be cancelled at any time on receipt of a written instruction signed by all Applicants on the original application. IOMPO will not be liable for any refund or credit Charges after the Service has started, but if the Service is cancelled before the start date, a refund may be given subject to the appropriate administration Charges. If no date for cancellation is specified, the Service will cease from the day of receipt by the IOMPO of the cancelling letter.

### 25. Special Conditions

- 25.1. Any mail which arrives for an individual not named on the application form will continue to be delivered in the normal way.
- 25.2. Mail addressed to 'the Occupier' will be delivered in the normal way.
- 25.3. Mail is forwarded 'First class' or by Airmail to destinations abroad.
- 25.4. Special Delivery and Recorded items may be redirected to addresses within the Isle of Man, the UK and Channel Islands only; such items received for redirection to addresses elsewhere will be returned to the sender.
- 25.5. Delivery time guarantees do not apply for redirected items.
  - 25.6. If IOMPO fails to redirect the mail as agreed, compensation up to the value of the Charges which You have paid may be given.
  - 25.7. It is a serious criminal offence to redirect or attempt to redirect mail without the proper authority and IOMPO will refer any suspected unauthorised redirection to the appropriate authorities.

### 26. Limitations/exceptions

26.1. Only letter mail is accepted for ReDirect.

- 26.2. The ReDirect Service is not available for:
  - 26.2.1. customers who have the same initials and surname as someone remaining at the old address,
  - 26.2.2. customers who did not occupy, and own, lease or rent the premises at the old address,
  - 26.2.3. customers whose old address was temporary, e.g. an hotel, boarding house, club, lodgings, etc.,
  - 26.2.4. customers whose old address was a flat with a communal postal delivery point,
  - 26.2.5. items on which the sender indicates the mail is not to be redirected,
  - 26.2.6. items which may not be redirected by law, e.g. social security and benefits mail, ~ they will be returned to sender,
  - 26.2.7. items which have more than one addressee and only one addressee has applied for the Service ~ they will be delivered to the address unless all addressees have agreed in writing that one or a third party may receive them,
  - 26.2.8. items delivered to Your old address by other delivery and courier services,
  - 26.2.9. items to be transferred from one Private Box to another within the same delivery office,
  - 26.2.10. items to be delivered to or from a Poste Restante address,
  - 26.2.11. personal mail from a business address to a private address.

### 27. Charges and Payment Terms

The Charge for the Service is as set out at: www.iompost.com

# Signed For Service



## **Terms and conditions**

### 1. Description

This Service allows Customers to confirm the arrival of letter mail and small packages.

### 2. Available to

Business Customers and Personal Customers to Agreed Destinations only.

### 3. Definitions

- 3.1. 'Agreed Destinations' means Isle of Man, United Kingdom, Channel Islands and BFPO numbered addresses.
- 3.2. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.3. 'Charges' means the charges for the use of the Service as set out in section 10 below.
- 3.4. 'Customer' means any legal person applying for the Service.
- 3.5. 'Delivery Office' means the delivery office local to the recipient of the mail item.
- 3.6. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.7. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.8. 'Service(s)' means the Signed For service.
- 3.9. '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.
- 3.10. 'We', 'Us' and Our' means the IOMPO.
- 3.11. 'Working Days' means Monday to Friday excluding bank holidays in the delivery destination.
- 3.12. '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

The Signed For service can be accessed by either:

- 5.1. Visiting a post office counter, completing the relevant paperwork and paying the relevant fee, and submitting the item for despatch; or
- 5.2. Obtaining the relevant paperwork (call Customer Services to obtain this) and submitting the parcel(s) to IOMPO (either by delivering it to an IOMPO branch, or by arranging a collection by IOMPO) for despatch; or
- 5.3. By using a franking machine indicia in the usual way and delivery of the parcel to the IOMPO (either by delivering it to an IOMPO branch or by arranging a collection by IOMPO).

### 6. Services and Duration

- 6.1. Delivery is confirmed to the address and not necessarily the named addressee.
- 6.2. If no-one is available to sign for an item a card or its equivalent will be left and the item retained at the Delivery Office. If the item is not collected by the addressee within seven (7) Working Days the item will be returned to sender.
- 6.3. Proof of Delivery is available on request and payment of the appropriate Charge provided such request and payment is made within twelve (12) months of posting.

### 7. Limitations/exceptions

- 7.1. Signed For items may be sent only to Agreed Destinations.
- 7.2. Maximum weight for items to be sent to BFPO numbered addresses is 2KG.

### 8. Service Levels

There is no guaranteed delivery time, and delivery will be on delivery days (Monday to Saturday) only.

### 9. Charges and Payment Terms

The Charges applicable to this Service are set out at: www.iompost.com

Special Delivery Services Isleof Man Post Office

Oik Postagh Ellan Vannin

### Terms and conditions

### 1. Description

- 1.1. This Service guarantees delivery of letter mail and small parcels (up to 20Kg) only either on the next delivery day (Monday to Saturday), or on the next delivery day two-days after posting depending upon the service variant purchased.
- 1.2. Letter mail and small parcels up to a maximum weight may be sent to destinations in the Isle of Man, U.K. (with some geographical limitations) and Channel Islands by this Service.
- 1.3. Available options include Next Day or Two Day, for delivery on Monday to Saturday (as standard), increased insurance and (in the case of Next Day) by 9am or 1pm.

### 2. Available to

Personal Customers and Business Customers wishing to send urgent or valuable items through the post.

### 3. Definitions

- 3.1. 'Additional Insurance' means additional insurance that You can purchase from the IOMPO upon the terms set out in the Terms and Conditions.
- 3.2. Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.3. 'Charges' means the charges for the use of the Service as set out in section 10 below.
- 3.4. 'Click and Dispatch' means IOMPO's online service for submitting details of items for posting and obtaining labels and paperwork.
- 3.5. Customer' means any legal person applying for the Service.
- 3.6. 'Delivery Office' means the delivery office local to the recipient of the mail item.
- 3.7. Delivery Day means Monday to Saturday and does not include public or bank holidays in the delivery area.
- 3.8. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.9. 'Partners' means postal providers in different countries or areas who work with the IOMPO in the delivery of mail which originates in the Isle of Man.
- 3.10. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.11. 'Service(s)' means the special delivery services.
- 3.12. '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
- 3.13. 'We', 'Us' and Our' means the IOMPO.
- 3.14. '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

Special Delivery can be accessed by either:

- 5.1. In respect of two-day Special delivery
- 5.1.1. Visiting a post office counter, completing the relevant paperwork and paying the relevant fee, and submitting the item for despatch; or
- 5.1.2. Using IOMPO's Click and Dispatch service to prepare an item for posting selecting the two-day Special Delivery product, and delivering the item to the IOMPO (either by delivering it to an IOMPO branch, or by arranging a collection by IOMPO) for despatch; or
- 5.1.3. Using IOMPO Business Solutions mail franking service (details available on request); or
- 5.1.4. Using a franking machine indicia in the usual way and delivering the item to the IOMPO (either by delivering it to an IOMPO branch, or by arranging a collection by IOMPO) for despatch; or

#### 5.2. In respect of Next Day Special Delivery

- 5.2.1. Using IOMPO's Click and Dispatch service to prepare an item for posting, and delivering the item to the IOMPO (either by delivering it to an IOMPO branch, or by arranging a collection by IOMPO) for despatch; or
- 5.2.2. Visiting Post Office Headquarters, completing the relevant paperwork and paying the relevant fee, and submitting the item for despatch.

### 6. Services and Duration

- 6.1. Proof of Delivery is available on request and payment of the appropriate Charge at any time within twelve (12) months after delivery.
- 6.2. If no-one is available to sign for the item, a 'While You Were Out' card will be left and the item retained at the Delivery Office. If not collected after three (3) weeks the item will be returned to the sender.

### 7. Special Conditions

- 7.1. This Service is available also to BFPO addresses, but for such destinations:
- 7.1.1. there is no guaranteed time or date for delivery,
- 7.1.2. no Proof of Delivery is available,
- 7.1.3. the maximum weight for items is 2kg.
- 7.2. Delivery is confirmed to the address and not necessarily the named addressee.
- 7.3. An item is considered lost if it has not been delivered two (2) weeks after the guaranteed/anticipated delivery date.
- 7.4. Additional Insurance may be available on payment of the appropriate Charge.
- 7.5. IOMPO will not be responsible for any delay if:
- 7.5.1. the item was not correctly or clearly addressed,
- 7.5.2. the loss or delay was due to an omission by the sender or recipient,
- 7.5.3. delivery was attempted but no one was available to receive it,
- 7.5.4. the delay was due to alternative delivery arrangements which had been put in place by the recipient, including Private Boxes, or Post Restante,
- 7.5.5. the item was sent by another carrier or postal operator,
- 7.5.6. the item was forwarded from the stated delivery address by a third party or redirection service,
- 7.5.7. the item contained prohibited or undeclared restricted items,
- 7.5.8. accessing the address was extremely difficult or it put the health and safety of staff at risk,
- 7.5.9. caused by a failure or malfunction of a computer system as a result of computer viruses of any kind,

7.5.10. caused by industrial action by employees of a Partner company.

### 8. Limitations/exceptions

- 8.1. Maximum size = 610mm x 460mm x 460mm.
- 8.2. Maximum weight:
- 8.2.1. 2kg for 9.00am delivery.
- 8.2.2. 20kg for Next Day and Two Day delivery

### 9. Service Levels

- 9.1. Guaranteed delivery by 9.00am is only available
- 9.1.1. To the UK using the Next Day service
- 9.1.2. In the Isle of Man to postcodes IM1 and IM99.
- 9.2. Guaranteed delivery on Saturdays is available as standard where applicable and does not require any special indicia or additional payment
- 9.3. Delivery is guaranteed by 9.00am or 1.00pm, Monday to Saturday using the next Day service (with some geographical limitations).

## Special Delivery Services

	Next Day	Two Day
AB30 - 39, 41 - 45, 51 - 56		by 5.30pm two Delivery Days after posting
HS1, 3 - 9		
IV21 - 28, 40 - 49, 51 - 56		
KA27, 28	by 5.30pm the next Delivery Day day	
KW1 - 3, 5 - 15		
KW16 Stromness Town only		
PA20 (0&9)		
PA28 - 38, 41 - 49, 76, 77		
PH15, 17 - 26, 31 - 40, 49, 50		
ZE1		
HS2		
JE		by 5.30pm within three Delivery
PA60 - 75, 78	by 5.30pm within two Delivery Days	Days
ZE2, 3		
KW16 - non Town		by 5.30pm within four Delivery Days
KW17	by 5.30pm within three Delivery	
PH30, 41 - 44	Days	

### 9.4. The availability of guaranteed delivery to the following destinations is only as indicated:

### 10. Charges and Payment Terms

IOMPO charges can be found at www.iompost.com

Tel 664664

