

## 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

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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](http://www.iompost.com);

**“Restricted Items”** means those items detailed at [www.iompost.com](http://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](http://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](http://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 ie 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

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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:
<b>Letters/Packets</b> (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
<b>International standard airmail letters/packets</b>	Compensation up to £20 and postage costs may be refunded.	Compensation up to £20 may be payable	No compensation is payable
<b>International Tracked Products</b> (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
<b>UK Parcelforce – Express 10, 24hr &amp; 48hr</b>	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

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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:
<b>Parcels – International Global Value</b>	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
<b>HM Forces Mail</b>	Compensation up to £20 + postage refunded	Compensation up to £20	No compensation payable
<b>HM Forces Parcelforce</b>	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 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.



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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](http://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.