

PARCELFORCE CONDITIONS OF CARRIAGE

Terms & Conditions

1. Definitions

These Conditions of Carriage govern the provision of the following services and any others that IOMPO may provide subject to them: express⁴⁸ and globalpriority*.

*Guaranteed delivery subject to these Conditions of Carriage. If there is a late delivery, 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.

- 1.1** "IOMPO" means the Isle of Man Post Office (a Statutory Board of Tynwald), and its 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 express⁴⁸, 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 for the carriage of a Consignment, but excludes charges payable for enhanced compensation 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 as excluded by IOMPO.
- 1.13** "Price Guide" means the current IOMPO leaflet, available at post offices and/or information online 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.
- 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, together with items defined as dangerous or hazardous by regulatory bodies governing transport by road, rail, sea or air, and items which are unlawful to carry.
- 1.20** “Restricted Goods” means items which can be sent using the Services but subject to restrictions and/or requirements identified at www.iompost.com, which may be updated from time to time.

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** For UK deliveries, if no-one is present, IOMPO may at its discretion attempt delivery to a neighbouring address or a local post office branch, where it can be collected during the next 16 days. If delivered to an alternative address, a Customer Contact Card will be left at the specified address. The Customer agrees that such delivery constitutes delivery to the specified delivery address.
- 2.3** IOMPO does not undertake to intercept a Consignment in transit before delivery has been attempted.
- 2.4** IOMPO shall not be liable for a Consignment delivered to the delivery address or another address specified by the Recipient where a person misrepresents authority to receive it, or where delivery follows instructions from, or purporting to be from, the Recipient or Customer.
- 2.5** Where the Service provides for it, IOMPO will request the person accepting delivery, not necessarily the Recipient, to sign an acknowledgement of receipt, which may include signature by electronic means.
- 2.6** Copies of the receipt referred to in 2.5 shall be available, subject to data protection requirements, for six months from delivery upon payment of the relevant published charge.
- 2.7** PO Box addresses are not acceptable as delivery addresses for any 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 combined, measured around its thickest part, 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 establishing whether the contents of any Parcel are prohibited or subject to restrictions or specific requirements in the UK or destination country, including packaging requirements, and must comply with those requirements.
- 4.3** The Customer must not send Prohibited Goods, or Restricted Goods without meeting the applicable requirements. The Customer may be liable to prosecution and shall indemnify IOMPO, its employees, contractors, sub-contractors and agents against resulting loss, damage or liability. IOMPO may deal with such a Parcel or Consignment in its sole discretion, including destroying, disposing of or returning it, and may charge disposal, return and other reasonable costs, plus £20 or another published sum.
- 4.4** IOMPO may, acting reasonably, add or remove items from the definitions of Prohibited Goods or Restricted Goods and vary restrictions without notice, but will endeavour to publish changes at www.iompost.com.

- 4.5** The Customer must properly pack and duly label any Parcel subject to requirements in accordance with legislation, regulations and guidelines governing transportation by road, rail, sea and air.
- 4.6** The Customer shall be liable to IOMPO, its sub-contractors and agents for loss, damage or injury arising from carriage of Prohibited Goods, whether declared or not, and Restricted Goods not properly packed, labelled or compliant, to the extent caused by the nature of those goods.

5. Addressing and documentation

- 5.1** The Customer shall write the full postal address, including postcode or local equivalent, and telephone numbers of the Recipient and Customer on each Parcel and Consignment. Each Consignment must be accompanied at Despatch by fully completed despatch documentation, including service indicators and barcodes, supplied by IOMPO.
- 5.2** Each Parcel and Consignment must be adequately packed and labelled in accordance with the Price Guide and transport requirements. Parcels must not be strapped together or bound to another Parcel.
- 5.3** The Customer shall retain receipts and/or copies of despatch documentation, as these will be required for a compensation or refund claim under Condition 11.
- 5.4** For International deliveries, the Customer shall complete, prepare, sign and attach all customs documentation required by Isle of Man Customs and Excise, HM Revenue and Customs or overseas customs authorities. Failure may cause delay, loss or damage for which IOMPO bears no responsibility.
- 5.5** The Customer recognises international customs authorities' inspection rights and authorises IOMPO or its agents to complete necessary customs-clearance documentation, but accepts that IOMPO cannot complete or sign individual customs declarations, which remain the Customer's responsibility.
- 5.6** IOMPO and its agents may be required to X-ray Consignments and shall have no liability for resulting loss, damage or delay, even if arising from negligence.

6. Service standards and delivery

- 6.1** Delivery timescales are extended for some International Services and for UK deliveries to certain postcodes as specified at www.parcelforce.com.
- 6.2** Service standards are set out from time to time in the Price Guide and apply subject to these Conditions.
- 6.3** Only Working Days count. Delivery is deemed to have taken place when delivery is first presented, when IOMPO joins a queuing or booking-in system, or when IOMPO is directed to hold a Consignment. For permitted PO Box deliveries, delivery is deemed when the Consignment or notification is placed in the box, or arrival is advised by telephone, whichever is sooner.
- 6.4** Consignments will only be delivered on Working Days.
- 6.5** A Consignment despatched outside a Working Day, or after the latest acceptance time, is deemed despatched on the next Working Day.

7. Non-delivery

- 7.1** For UK deliveries, the Customer or Recipient may request return, redelivery or redirection of an Undeliverable Consignment, subject to additional charges and applicable terms.
- 7.2** For International deliveries, IOMPO will attempt to notify the Customer. If contact or agreement cannot be achieved within a reasonable time, IOMPO may return, warehouse or dispose of the Consignment. The Customer is liable for resulting costs unless non-delivery was IOMPO's fault.
- 7.3** After attempted delivery, the Customer or Recipient may request return, delivery or redirection, subject to additional charges and applicable terms.

- 7.4** If an undelivered Consignment held by Parcelforce is not claimed within 60 days of notification, Parcelforce shall, where reasonably practicable, attempt to contact the Customer and, if this fails, may deal with the Consignment as it sees fit.
- 7.5** If IOMPO cannot agree to a request under 7.1 or 7.3, it may deal with or dispose of the Consignment as it sees fit.
- 7.6** IOMPO assumes no responsibility for inability to complete delivery due to incorrect or missing documentation and may charge an administration fee for obtaining corrections.
- 7.7** If the Recipient refuses customs duties, charges or IOMPO handling charges, IOMPO incurs no liability. Return is conditional on the Customer paying those charges and return carriage.
- 7.8** Where the Customer refuses those charges, IOMPO may dispose of the Consignment or relevant part 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 Consignment Charges and other charges for the selected Services at purchase. Charges arising later are payable within the timescale and manner specified by IOMPO, currently on demand. Other charges may include handling, enhanced compensation, return or disposal, hard-copy proof of delivery and repackaging.
- 8.3** Charges in the Retail Guide are inclusive of VAT at the appropriate rate, although the website may show VAT-exclusive prices before presenting a VAT-inclusive price prior to purchase. VAT is payable by the Customer.

9. Liability for delay, loss or damage

- 9.1** IOMPO is liable for loss, damage, destruction or delay only where caused by its negligence, subject to the limits in these Conditions.
- 9.2** For negligent loss or damage, IOMPO shall pay compensation for the actual value of contents up to the Service limits in Condition 10. Compensation for delay is a refund of all or part of the Consignment Charges.
- 9.3** Where IOMPO is liable for delay, all or part of the Consignment Charges will be refunded, pro rata where only part of a Consignment is delayed.
- 9.4** Except as stated in 9.1 to 9.3, IOMPO is not liable for loss, damage or delay however caused, whether in contract, breach of statutory duty, tort including negligence, or otherwise.
- 9.5** IOMPO does not accept liability for loss of contracts, business, profits, revenue, anticipated savings or any indirect or consequential loss or damage.
- 9.6** Compensation is limited to repair costs or, if lost or beyond repair, the lower of replacement cost after depreciation and actual sale price, subject to IOMPO's compensation limits. VAT will be reimbursed where appropriate.
- 9.7** No compensation is payable for specified exclusions, including inherent defect or deterioration; Prohibited Goods; non-compliant Restricted Goods; package-orientation markings; unapproved packaging where approval was recommended or required; or inability to contact parties regarding inaccurate addresses, documents, duties, taxes or broker details.
- 9.8** Compensation for a Collectable is limited to the actual price paid, supported by satisfactory evidence, and remains subject to Service compensation limits.
- 9.9** No refund or compensation is payable for Prohibited Goods, contravention of these Conditions, inadequate packaging, incorrect addressing or incomplete despatch or customs documentation.

- 9.10** IOMPO is not liable where any person has acted fraudulently or dishonestly or misrepresented authority to receive a Consignment.
- 9.11** No late-delivery refund is payable for certain PO Box or held-for-collection deliveries, customs or regulatory delay, or delay caused by duties-and-taxes policies.
- 9.12** No delay compensation or refund is payable where a Consignment is held for customs clearance, requires personal collection, is seized, has incomplete customs documents, is incorrectly packed, contains prohibited or restricted goods, lacks complete addressing and telephone details, or where country information excludes the guarantee.
- 9.13** For a comprehensive list of items excluded from compensation, refer to the Retail Guide at www.iompost.com.
- 9.14** IOMPO has no liability for loss, damage or delay where a Consignment is sent to a destination where the Service has been suspended.
- 9.15** IOMPO may suspend Services and/or compensation or refund arrangements to destinations where circumstances prevent reliable service.
- 9.16** IOMPO may reject claims that overstate the value of contents and make no payment towards contents, although any relevant delay payment will be made.

10. Compensation limits and refunds

- 10.1** For compensation limits, refer to Schedule I of the General Terms and Conditions at www.iompost.com.
- 10.2** Compensation up to the applicable maximum is payable for loss or damage, except where enhanced compensation has been purchased, when the appropriate advertised level applies subject to the overall limit.
- 10.3** For late delivery, the Customer may claim the relevant refund of Consignment Charges. The source table records a 25% refund for the stated qualifying services and no delay refund for other Services.
- 10.4** “Late delivery” or “delay in delivery” means delivery not in accordance with delivery times advertised by IOMPO, subject to Condition 6.

11. Claims for compensation and refunds

- 11.1** Claims must be made on a fully completed IOMPO claim form received within 30 days for UK services, 30 days for globalpriority, and 120 days for BFPO Worldwide, measured from Despatch.
- 11.2** IOMPO may investigate claims as it deems necessary and the Customer shall co-operate as reasonably required.
- 11.3** IOMPO may require proof of Despatch, value, repair estimates, cost price, invoices, weight, nature of items, serial and IMEI numbers, retained packaging and documentary or photographic evidence.
- 11.4** Requested information must be made available within 21 days of request.
- 11.5** Sensitive data and documents are sent entirely at the Customer’s risk and no compensation is available. Data on electronic media must be suitably encrypted. The Customer shall indemnify IOMPO against actions, claims, proceedings, judgements and costs relating to loss, damage or disclosure, except to the extent IOMPO was negligent.

12. General

- 12.1** IOMPO is not liable for loss, damage or delay resulting from acts or omissions of the Customer or Recipient or circumstances outside its reasonable control, including adverse weather, traffic congestion, mechanical breakdown, obstruction of highways or industrial action.
- 12.2** IOMPO may engage agents and/or sub-contractors to perform all or part of the Services.

- 12.3** Nothing in these Conditions confers a benefit or enforcement right on a third party which that person would not otherwise have under the Contracts (Rights of Third Parties) Act 2001.
- 12.4** These Conditions are governed by Manx law and each party submits to the exclusive jurisdiction of the courts of the Isle of Man.
- 12.5** These Conditions and referenced website documents and information constitute the entire agreement. The Customer acknowledges it has not relied on any representation or undertaking not expressly incorporated.
- 12.6** If a provision is invalid or unenforceable, the remaining provisions continue in full force and effect.
- 12.7** IOMPO may sell or trade anonymised or aggregated Customer information for market research, provided it contains no Customer-specific or personally identifiable data.
- 12.8** IOMPO and the Customer, and persons for whom they are responsible, will comply with applicable anti-bribery and anti-money-laundering laws and regulations.
- 12.9** Where IOMPO reasonably considers the Customer in breach of 12.8, it may immediately suspend Services or compensation/refund arrangements, treat Consignments as Undeliverable, and/or terminate these Conditions, Services or accounts.
- 12.10** Where IOMPO breaches 12.8, the Customer may immediately terminate, unless the breach was by a non-senior employee, agent or subcontractor and IOMPO removes that person from involvement within 30 days of becoming aware.
- 12.11** These Conditions shall be governed by and construed in accordance with Manx Law and the parties submit to the exclusive jurisdiction of the courts of the Isle of Man.