

Please read these terms and conditions carefully before using Jersey Post's Parcel Delivery Plus service (the 'Service'). These terms and conditions govern your use of the Service.

By using the Service you have agreed to these terms and conditions. If you have not agreed to these terms and conditions you should not use the Service or make any use of a Jersey Post Secure Locker (the 'Locker').

## 1 INFORMATION ABOUT US

Jersey Post is the trading name of Jersey Post Limited (also referred to as we/our/us in these terms and conditions). Jersey Post is licensed and regulated by the Jersey Competition Regulatory Authority.

Registered Office: Postal Headquarters, La Rue Grellier, La Rue des Pres Trading Estate, St Saviour, JERSEY, JE2 7QS.

## 2 YOUR STATUS

By applying to use the Service, you represent and warrant to us that:

- 2.1 You have been advised that you are eligible to use the Service;
- 2.2 You are legally capable of entering into legally binding contracts;
- 2.3 You are at least 18 years old;
- 2.4 You are permanently resident in Jersey; and
- 2.5 You have truthfully and accurately completed the Registration process.
- 2.6 You should not make any use of the Service if any of the representations and warranties you have made above in 3.1 to 3.5 (inclusive) is untrue, inaccurate or misleading.

## 3 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 Upon completion of your Registration to our satisfaction, we will notify you that your Service has been activated by sending you an email. For first time users this email will contain details of your Jersey Post ID (JP ID). Please note that, depending on the settings on your email account, you may need to check your 'junk mail' folder for our email.

## 4 RECEIVING AN ITEM AT A LOCKER

4.1 You must always insert your JP ID, in the first line of your address, (after your name) when supplying your delivery address to the sender of any packet or parcel (the 'Item') that you wish us to deliver to a Locker.

Example:           A Customer  
                          JP AAAAA-01  
                          Town View  
                          Stopford Road  
                          St Helier  
                          JERSEY  
                          JE2 4LB

4.2 Once the Item has been received by Jersey Post and delivered to a Locker, we will contact you by email and by text or e-mail (depending on your preference, which you notify us of in your Registration), to let you know that your Item has arrived. You will be provided with a single use access code (the 'Locker Code') that you will need to use to open the relevant door at the Locker.

4.3 Provided that your Item is received by Jersey Post before 9.00am, we will use all reasonable endeavours to ensure that it will be available for collection by you at your Locker from 11.00am on the same day (unless we receive it on a Saturday or Sunday or public holiday in which case we will use all reasonable endeavours to ensure that it will be available for collection by 12.00noon on the following Monday / working day).

4.4 If you have not collected your item from the Locker within 24 hours from the time at which we

placed the item in the Locker we may send you a second reminder message.

4.5 If, after 48 hours from the time at which we placed the Item in the Locker, you have still not collected the Item from the Locker we will take the Item to Postal Headquarters at Rue des Pres and notify you to collect it from there.

4.6 If for any reason we are unable to leave your package at a Locker, we will retain your Item for collection from our premises and send you a text message to inform you of its availability or deliver the package to your home address.

## 5 YOUR RESPONSIBILITIES

5.1 By using the Service you represent and warrant to us that you will:

5.1.1 Only use the Service for packages, which fulfill the specifications that we will accept. Such specifications are detailed in Section 7 below, 'Acceptable Packages' and on our Prohibited Goods' list found on our website at [www.jerseypost.com/dangerousgoods](http://www.jerseypost.com/dangerousgoods);

5.1.2 Always supply your JP ID, in the correct addressing format, as shown above in 4.1, to any sender for Items you wish to receive at a Locker. You are responsible for ensuring your JP ID is present and correct in the address of Items we receive. Without the correct JP ID we will be unable to deliver your Item to a Locker and will instead deliver it to the address on the item;

5.1.3 Keep your single use Locker Code secure and confidential and not disclose it to anyone else. When a single use Locker Code is used to open a Locker we will deem you to have taken possession of your Item and, at this point, to the maximum extent permitted by applicable law, we relinquish our responsibility to deliver it to you and shall have no further responsibilities to you in respect of such item;

5.1.4 Observe any health and safety requirements specified at the Locker site, and not leave any rubbish or any other items at that site, or in any Locker.

5.2 You are responsible for informing us if you change your email address and/or mobile number.

Without up to date details of your email address and/or mobile number we will not be able to inform you when items are left for you in a Locker.

5.3 If your Item has not been collected from the Locker within 2 days of the time at which we deliver your Item to such Locker, we will return the item to Postal Headquarters, Rue des Pres and keep it there for a further 19 days. If the item has not been collected within that time, we will return/destroy the item as relevant.

5.4 In the event that we receive notification that any duty, tax, fees or other costs are due as a result of any item being imported into the UK (and/or Jersey) on your behalf, we reserve the right to retain that item [on your behalf] until such time as all such costs have been paid in full.

## 6 ACCEPTABLE ITEMS

6.1 You must not use a Locker to receive any Item that does not conform with our specifications for weight, size, and contents. Items that do not conform with these specifications will not be accepted. These specifications are:

6.1.1 Weight: items must not be over 30 kilograms (including all packaging);

6.1.2 Size: items must not exceed 4366 x 3443 x 6634 millimetres respectively in height, width, or depth];

6.1.3 Items not conforming to the weight or size restrictions will be held for collection at Rue des Pres Post Office and we will send an email and or text message advising it is available;

6.1.4 Contents: items must not contain Prohibited Goods as fully detailed on our website at [www.jerseypost.com/dangerousgoods](http://www.jerseypost.com/dangerousgoods).

6.2 We may need to change the requirements for acceptable items from time to time to reflect changes in relevant law, or our operational methods. We will update our website accordingly. Please ensure that you regularly check our website for any such changes;

6.2.1 We may scan any item by X-ray or similar, and reserve the right to open or inspect (including by sniffing device) any item to confirm whether it is acceptable. Where we have reason to suspect any

item may not be acceptable or otherwise in accordance with our specifications from time to time, we reserve the right to retain it for 7 days, or such longer period as is reasonable in the circumstances, in order to carry out due and proper investigation. In our sole discretion we may involve the appropriate authorities, including the police, in such investigation. We may also photograph items of mail to provide evidence of their delivery to us or other factors (for example, where they have been inadequately packaged or damaged before we receive them).

6.3 Where we handle any Item which is not acceptable or otherwise in accordance with our specifications from time to time, we will notify you by phone and/or email to arrange for you to collect it or otherwise deal with it as we deem appropriate. We may charge you for any costs incurred through handling such packages.

6.4 If you send or collect any Item, which contains Prohibited Goods and such Prohibited Goods cause any loss and/or damage of any nature to us, or to any third parties who look to us for recompense, then you will indemnify us against all such loss and/or damage.

## 7 CANCELLATION

7.1 The subscription plans are based on a minimum initial contract of 12 months. If you wish to cancel your subscription prior to this period you will continue to be charged the relevant monthly amount until the 12 month period has ended. The outstanding balance cannot be paid in one lump sum.

7.2 If you wish to cancel your Parcel Delivery Plus subscription following completion of the initial 12 months, you can do so at any time by contacting Customer Services.

## 8 CHARGES

8.1 Charges for use of the subscription Service shall be determined by Jersey Post and are payable in advance, at the beginning of each calendar month. Charges for Pay as you Go are payable at the time the item is placed in the locker.

8.2 Failure to keep your MyJerseyPost Account updated with current payment details can result in

your Parcel Delivery Plus account being frozen and your packages will be delivered as addressed.

## 9 TERMINATION

9.1 We may terminate your contract for the Service:

9.1.1 On immediate notice, if we receive any package for you that in our reasonable opinion contains dangerous or illegal items, or in any other way does not conform with our Acceptable item requirements, or if in our reasonable opinion you are using the Service for any illegal purpose; or

9.1.2 On immediate notice in the event that you are in breach of any of these terms and conditions.

9.2 We reserve the right, in any event, to discontinue, amend or extend the Service at any time and we will contact you should this be the case.

## 10 COMPLAINTS

Jersey Post uses reasonable care and skill in providing the Service. However, should you have any complaints about the provision of this Service, please contact Jersey Post Customer Services,

By post:

Customer Services Team

Jersey Post

Postal Headquarters

JERSEY

JE1 1AA

By phone: (01534) 616616

By email: [customerservices@jerseypost.com](mailto:customerservices@jerseypost.com)

## 11 OUR RESPONSIBILITIES

11.1 We warrant to you that the Service we offer will be provided with reasonable care and skill.

11.2 To the maximum extent permitted by applicable law, we make no implied representations or warranties in respect of these terms and conditions or the Service.

11.3 To the maximum extent permitted by law, and without prejudice to the below-mentioned compensation terms and conditions, in no event shall

Jersey Post be liable under these terms and conditions or in relation to the Service for any indirect, special or consequential loss or damage; or any loss of profits, business opportunities, revenue, data or damage to goodwill.

11.4 Jersey Post will only compensate you for damaged or lost items in certain circumstances. For details, please refer to the Postal Compensation Scheme section of our Consumer Code of Practice, which can be found on our website at: [www.jerseypost.com/consumercode](http://www.jerseypost.com/consumercode). By using the Service you agree to such compensation terms and conditions. If you have not agreed to such compensation terms and conditions you should not use the Service.

## 12 EVENTS OUTSIDE OF OUR REASONABLE CONTROL

12.1 We will not be liable or responsible to you or any other party for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions or in respect of the Service that is caused by events outside our reasonable control (Force Majeure Event).

## 13 PERSONAL INFORMATION AND SECURITY

The personal data and information collected from you (including, but not limited to, the details you provide us with in your registration form and your electronic signature when you use a Locker) will only be used, stored and retained by us for the purposes of:

- processing and managing your account;
- providing and administering the Service; and
- responding to and dealing with any feedback which you have provided in relation to the Service and as otherwise stated in these terms and conditions and as set out in our privacy policy which is available on our website at <http://www.jerseypost.com/privacy-and-cookie-policy/>. By using the service, you consent to the use of your personal data and information in this manner and agree to the terms of our privacy policy. If you have not consented to the use of your personal data and information in this manner or agreed to the terms of our privacy policy you should not use the

Service. You further hereby agree and acknowledge that the Locker sites will have CCTV cameras in place, which will record your use of a Locker.

## 14 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

These terms and conditions are subject to change from time to time without notice and Jersey Post reserves the right to make such changes at any time without notice. Your continued use of the Service after these changes constitutes your acceptance of these terms and conditions as modified.

## 15 MISCELLANEOUS TERMS

15.1 In the event of any conflict between these terms and conditions and any details shown elsewhere in connection with the Service, these terms and conditions shall prevail.

15.2 These terms and conditions are between you and us. No other person shall have any rights to enforce any of their terms save that we have the right to assign, transfer, sub-contract or delegate in any manner any or all of our rights or obligations under these terms and conditions in whole or in part to any affiliate of Jersey Post and/or any member of the Jersey Post group of companies. You may not assign, transfer, sub-contract or delegate in any manner any or all of your rights or obligations under these terms and conditions in whole or in part.

15.3 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.4 If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## 16 LAW AND JURISDICTION

16.1 These terms and conditions are governed by and construed in accordance with the laws of the island of Jersey and you and we both agree to submit to the exclusive jurisdiction of the Courts of Jersey.