# **Terms & Conditions**

### Schedule One - The Service

Jersey Post has allocated the Postage Account Number set out in this Statement of Service to the Client and the Client is permitted to post Mailing Items on a Business Day using the postage account to pay for mailings (the "Postage Account") in accordance with the terms set out in this Statement of Service.

# **Conditions relating to the Postage Account**

#### 1. Use of a Postage Account Record

As part of the operation of the Postage Account, the Client must provide details to Jersey Post of the number of items mailed, by weight band, on a daily basis. The Client can provide this information by either using:

- a. a postage record account book, which is made up of duplicate, carbonated postage dockets, each with a unique number (each of which is a "Postage Docket"); or
- b. where agreed by Jersey Post, an electronic form of postage record and postage docket in the format specified by Jersey Post from time to time, (each of which is a "Postage Account Record").

#### 2. Postage Paid Impression

The Client may choose to use pre-printed envelopes or labels, or a form of a rubber stamp, with a postage paid impression which is unique to the Client (the "Postage Paid Impression") to indicate Mailing Items which are to be paid for using the Postage Account. The design, layout and positioning of the Postage Paid Impression must conform to the Jersey Post's then current standards. Postage Paid Impression standards can be obtained by contacting the Sales Representative at Jersey Post.

Any Postage Paid Impression used must be approved in writing by Jersey Post prior to it being used (including being printed onto any envelopes or labels or used in the production of a rubber stamp). Failure to do this may result in the Mailing Items being returned to the Client.

The Postage Paid Impression may only be used on Mailing Items to be posted with Jersey Post.

#### 3. Presentation of Mailing Items

The Client must present the Postage Account Record to Jersey Post either before or at the same time as presenting the Mailing Items to an authorised officer of Jersey Post ("Delivery Officer").

To ensure timely posting of the Mailing Items by Jersey Post, the Client must present the Mailing Items to an Authorised Officer before the delivery time advised by the Client's Sales Representative from time to time. Failure to meet this requirement may result in the delay in the delivery of the Mailing Items to their final destination.

#### 4. Security

Jersey Post may require the Client to provide such security as determined from time to time by Jersey Post, including by way of deposit, pre-payment or letter of credit, and the Client undertakes to do all things necessary to effect such security.

## 5. Requirements

In addition, the Client must:

- a. exceed the Minimum Mailing Commitment, as set out on the front of this Statement of Service, calculated each month on the average mailings per day for that month or on the total postage paid for that month, as the case may be. If the Client fails to maintain the Minimum Mailing Commitment Jersey Post has the right to either:
  - i. amend the Charges to reflect the actual mailing provided by the Client; and/or
  - ii. terminate the Service on giving 1 weeks' notice in writing to the Client;
- b. be responsible for placing a Postage Paid Impression on each Mailing Item;
- c. ensure that the Mailing Items are addressed in a manner which complies with the Jersey
  Post addressing standards available from Jersey Post or by visiting
  www.jerseypost.com;
- d. include a legible return address, which is clearly marked as such, on the exterior of the Mailing Item if it wishes undeliverable Mailing Items to be returned to it;
- e. ensure that all identical Mailing Items are sorted into approximate bundles of 50, facing and orientated the same way and segregated into Jersey, Channel Island and UK, and other destinations;
- f. ensure that letter packets, parcels and premium delivery products have the appropriate labels and customs forms completed and affixed;
- g. ensure that a Postage Account Record is:
  - i. completed fully;
  - ii. accounts for all the Mailing Items being posted; and
  - iii. is presented to the person advised by the Sales Representative before or at the same time as presentation of the Mailing Items;

h. ensure that any spoilt Postage Dockets are returned to Jersey Post marked "Cancelled";

- i. ensure that the Mailing Items are presented in Jersey Post approved mailbags, collection boxes or such other form of containment agreed in writing with Jersey Post and that the maximum total weight of each such containment does not exceed 11kg or such other weight notified by Jersey Post from time to time;
- j. ensure that the containment of Mailing Items is clearly identified with the Client's Name;
- k. provide as much notice as reasonably practicable and, in any case, not less than 48 hours' notice of any extraordinary mailing, including bulk mailings. If no such notice is given then Jersey Post will not be liable for any delay to the collection or posting of Mailing Items; and

I. upon termination of the Service:

- stop supplying, distributing and printing any stationery incorporating the Postage Paid Impression;
- iii. immediately cease using the Postage Paid Impression on any Mailing Items, envelopes or labels;
- iii. at Jersey Post's sole discretion and request, either ensure that the Postage Paid Impression is completely concealed on the remaining copies of any stationery for example by over-labelling of the whole of the Postage Paid Impression) or destroy the remaining copies of such stationery; and
- iv. return any unused Postage Dockets to Jersey Post Sales, Postal Headquarters, Jersey JE1 1AA, within 7 Business Days.

#### 6. Consent to Process Information

The Client hereby gives its consent for Jersey Post to collect, process and store personal information relating to the Client as required by Jersey Post for the administration and provision of the Services. Jersey Post is registered in accordance with applicable data protection legislation in Jersey.

# Jersey Post's Obligations

#### Jersey Post shall:

- a. ensure that the Authorised Officer is responsible for the receipt of the Mailing Items, by way of a signature on the Postage Account Record (or confirmation of receipt where an electronic form is used);
- b. audit the Mailing Items to ensure that:
  - i. they are presented as per the conditions required under this Statement of Service;
  - ii. they match the details set out in the relevant Postage Account Record; and
  - iii. that the correct Charges have been applied;
- c. make any corrections to the relevant Postage Account Record and Charges as necessary, and invoice the Client the correct Charge;
- d. except in unusual circumstances, post the Mailing Items provided that the Client has performed all its obligations satisfactorily and in a manner acceptable to Jersey Post; and
- e. except where the Client has been accepted as, and continues to be, a member of the UK Import VAT Accounting Scheme administered by Her Majesty's Customs & Excise, Jersey Customs and Jersey Post, route all relevant Mailing Items via an Office of Exchange.

# **Schedule Two - Charges**

The current Charges for posting Mailing Items are available from:

- Jersey Post's Broad Street Post Office;
- any Sub Post Office; and
- the Jersey Post website at www.jerseypost.com

The Charges may be amended by Jersey Post from time to time.

