

Business Reply Service Terms and Conditions

1. Definitions used in these Terms and Conditions

“**Business Reply**” means each of Domestic Reply, International Reply and Freepost, as the case may be depending on the Licence Type.

“**Client**” means the person or the corporate entity agreeing to these Terms and Conditions with Jersey Post.

“**Jersey Post**” means Jersey Post Limited of Postal Headquarters, JERSEY, JE1 1AA and which expression shall, where the context allows, include its successors, any assigns and any incorporated body which succeeds it and any subsidiary thereof.

“**Licence**” means licence and authority for the posting of Business Reply items without prepayment of postage to the address specified in the Client’s Statement of Service, and accordingly the Client may invite others to post such items to that address without prepayment of postage, and the provision by the Client, and use by persons sending Business Reply items, of the necessary cards, letter cards, envelopes and folders.

“**Licence Number**” means the licence number allocated by Jersey Post as set out in this Statement of Service.

“**Licence Type**” means the type of Licence issued by Jersey Post as set out in this Statement of Service.

“**Service**” means the Business Reply service, the terms relating to which are set out in this Statement of Service.

“**Terms and Conditions**” means these terms and conditions.

“**Terms of Business**” means Jersey Post’s Terms of Business, a copy of which is available at www.jerseypost.com, as amended from time to time.

This Statement of Service is subject to Jersey Post’s Terms of Business, a copy of which is available at www.jerseypost.com or on request. Unless otherwise set out in this Statement of Service, defined terms shall have the same meaning as terms defined in Jersey Post’s Terms of Business. In the event of any inconsistency between this Statement of Service and the Terms of Business, this Statement of Service shall prevail.

2. Using the Business Reply Service

- a. Subject to the conditions set out in these Terms and Conditions Jersey Post is willing on payment of a licence fee and compliance with these terms, to issue the Client the appropriate Business Reply Licence and Licence Number.
- b. Subject to Jersey Post’s right of termination, the Licence is for a period of 12 months effective from the date agreed with Jersey Post. Subject to payment of the appropriate annual fee the Licence will continue thereafter for successive periods of 12 months until terminated in accordance with these Terms and Conditions.
- c. The Business Reply Service is available for replies posted to the Client from destinations as advised by Jersey Post and is subject to the Licence Type held;
 - i. Domestic Business Reply Licence for items being return to Jersey From the UK, IOM and Channel Islands
 - ii. Free post for items being return to Jersey From the UK, IOM and Channel Islands
- d. Subject to the Client complying with these Terms and Conditions Jersey Post will deliver Business Reply mail to the Client’s ‘Mail delivery address’ as indicated on this Statement of Service or as advised to Jersey Post in writing from time to time. Once items are received and processed Jersey Post aims to deliver Business Reply items within its standard delivery times. Business Reply mail can only be delivered by Jersey Post to a single geographic address.
- e. This Licence is granted and is subject to the Client complying with the following conditions:
 - i. the Client must have a credit account with Jersey Post, the granting of which is subject to credit checks and separate terms, and maintain it for the duration of the Licence;
 - ii. the projected minimum postal business from use of the Business Reply Service must be at least £10 per month or £100 per annum;
 - iii. the Client shall ensure that any items sent using the Business Reply Service comply with Jersey Post’s design, layout and technical requirements as advised by Jersey Post from time to time which are necessary to ensure that Business Reply items can be sorted and recorded using Jersey Post’s mail machinery.
 - iv. the Client must seek Jersey Post’s prior approval of the design, layout and technical specification of each item which the Client intends to use for pre-printed reply cards, envelopes and folders to ensure that these items meet Jersey Post’s requirements for Business Reply. The Client is advised to seek such approval in advance of incurring printing and other costs as Jersey Post shall not be responsible if any element needs to be changed; and
 - v. the Client shall seek Jersey Post’s prior approval to any variation to the address set out under the heading “Mail delivery address” to which they wish Business Reply items to be delivered.
- f. Business Reply mail which is incorrectly addressed may be delayed or treated as undeliverable in accordance with Postal Regulations. Delivery to a Business Reply address is in all respects equivalent to personal delivery to the addressee. Correspondence addressed to persons other than the Client may also be treated as undeliverable.
- g. Any request to re-direct mail originally addressed to a Business Reply address to another address will be considered at Jersey Post’s absolute discretion or granted on such conditions and upon payment of such fees as Jersey Post may require.
- h. Transfers of the Service from one Client to another person or entity will be subject to the approval of Jersey Post at its sole discretion and will only be considered in the case of bona fide change of business or title or other sufficient reason. In addition, on satisfying Jersey Post that such transfer is a bona fide transfer, any transferees will also be subject to any compliance and any verification of identity request which Jersey Post requires. The transferee may also be required to pay further fees by Jersey Post in accordance with Jersey Post’s standard charges.

3. Suspension or termination of the Licence

- a. Jersey Post reserves the right to refuse to provide or renew a Licence to any Client or to terminate the use of the Licence by such Client upon giving 1 months’ notice of such termination and is under no obligation to provide any reason for such refusal.
- b. Jersey Post may suspend or terminate the Business Reply Licence if the Client breaches any of the terms of these Terms & Conditions at any time including, without limitation:
 - i. by failing to notify Jersey Post of any change of geographic address or personal details within the required time frame; and/or
 - ii. by failing to provide Jersey Post with such verification of identity documentation requested by Jersey Post within 15 days of request.
- c. The Client may terminate this Licence on giving one month’s written notice to Jersey Post at any time.
- d. If this Licence is surrendered by the Client or terminated by Jersey Post or the Client:
 - i. Jersey Post shall refund any unexhausted balance of the money paid on account less any sum due to Jersey Post;
 - ii. any Business Reply items received by Jersey Post after such surrender or revocation will be treated for all purposes as mail on which the postage is unpaid; and
 - iii. all items of mail addressed to that address which are received by Jersey Post after the date of termination will, at the discretion of Jersey Post, be treated as an undeliverable item, and will be dealt with in accordance with the Schemes.
- e. No compensation will be payable to the Client in respect of any termination of this Service and the Client hereby acknowledges that it is expected to manage its stationery supplies accordingly.

4. Charges

- a. A Licence fee is charged at the time the service is commenced and on the anniversary of the Licence renewal, and is a non-refundable charge.
- b. The Licence fee will be determined by Jersey Post annually and is subject to review at the discretion of Jersey Post.
- c. In addition to the Licence fee the Client shall pay the appropriate charges in respect of Business Reply items posted without prepayment of postage at the rates advised by Jersey Post or as published by Jersey Post from time to time;
- d. The Client may be required at Jersey Post’s request to pay in advance a sum of money as a deposit for the Service which may become due and payable in respect of Business Reply items that may be posted without prepayment of postage. This amount shall be a sum of money as Jersey Post shall deem sufficient to cover the postage charges likely to be incurred during a period of six weeks. The Client shall thereafter (as and when requested by Jersey Post) during the continuance of this Licence pay in advance a sum likely to be incurred during subsequent periods that Jersey Post may deem reasonably necessary.
- e. Jersey Post shall invoice the Client at the end of each calendar month for the charges due for all Business Reply items posted without prepayment of postage under this Licence and recorded by Jersey Post during the previous calendar month.
- f. In the event that the Client fails to comply with Jersey Post’s design, layout and technical requirements Jersey Post shall be entitled to surcharge the Client at the rates advised by Jersey Post or as published by Jersey Post from time to time.
- g. Details of the Business Reply charges can be found at www.jerseypost.com or by calling Jersey Post Business Services on 01534 616617.

5. Documentary Requirements

- a. The Client must be resident in Jersey and provide proof of their Jersey geographic contact address in order to qualify for a Licence and must inform Jersey Post within 7 days should that geographic address change.
- b. Jersey Post may from time to time require verification of the identity of the Client who is applying for the Business Reply Licence. The Client must promptly provide Jersey Post with all such documentation as Jersey Post may reasonably require in order to allow Jersey Post to verify the Client’s identity.
- c. All changes to any private or business name or address of the Client must be notified to Jersey Post within 7 days of those changes being introduced.
- d. A Licence will only be issued to a bona fide business name or personal name verified in accordance with Jersey Post’s requirements from time to time.

6. Other

- a. The Licence holder’s name may, at Jersey Post’s discretion, be disclosed to any person making enquiries about the same and the Client hereby consents to Jersey Post making such disclosure.
- b. Jersey Post reserves the right to amend these Terms and Conditions at any time. The provision of the service is subject to compliance with the Terms and Conditions and the Client will forfeit all rights by non-compliance or failure to carry out all or any of the Terms and Conditions.

For further information please contact Jersey Post Business Services on 616617 or at business@jerseypost.com