



**Jersey Post**

**Postal Services**

**General Terms & Conditions**

Effective Date: 18 July 2022

## Table of Contents

Part 1: Introduction	3
1 About this document	3
2 The Postal Services covered by this Postal Scheme	3
3 Definitions and interpretation	4
4 Service quality, interception, suspension and withdrawal	4
5 Limitations on the Items of Mail We will handle	4
Part 2: Sending an Item of Mail in Jersey	5
6 What You should expect from Us	5
7 What We expect from You	6
8 Paying to Send an Item of Mail	7
Part 3: Receiving an Item of Mail in Jersey	8
9 What You should expect from Us	8
10 What We expect from You	9
11 Paying to receive an Item of Mail	10
12 What happens to Undeliverable Items of Mail	10
13 What happens to Undelivered Items of Mail	10
14 Misdelivered Items of Mail	11
Part 4: Specific conditions for certain Postal Services	12
15 Mail Retention Postal Service	12
16 Mail Redirection Postal Service	12
17 Items of Mail for the Blind and Partially Sighted Postage Service	13
18 British Forces Postage service	14
19 Alternative Delivery Postal Services	14
Part 5: Consumer Code	15
20 Making a comment or complaint	15
21 Making a claim for compensation under the Compensation Scheme	15
Part 6: Other terms and conditions	18
22 Limitations and exclusion of liability	18
23 Data protection	19
24 Customs and other laws and regulations	19
25 Law	19
Schedule 1: Definitions	20

This document and its contents is the copyright of Jersey Post Limited and should not be copied or reused without explicit permission.

## PART 1: INTRODUCTION

### 1 ABOUT THIS DOCUMENT

- 1.1 This document is a **Postal Scheme** setting out the terms and conditions on which **We** (Jersey Post Limited, also referred to in this document as Us and Our) provide certain **Postal Services** to **You** (the person, business or organisation asking for or receiving these Postal Services, also referred to in this document as Your).
- 1.2 We have a **Licence** issued by the **Postal Regulator** (Jersey Competition and Regulatory Authority or its successor(s)) to provide Postal Services within Jersey under the **Postal Law** (the Postal Services (Jersey) Law 2004 as amended and/or supplemented), and this Postal Scheme is made under Part 11 of that Postal Law and is effective from **7 May 2018** and replaces all previous Postal Schemes.
- 1.3 By sending or receiving any **Item of Mail** in Jersey using the Postal Services set out in this Postal Scheme, You accept the terms and conditions of service contained in this Postal Scheme.
- 1.4 We may change Our Postal Scheme from time-to-time, as the Postal Law and Licence allows, and will issue the required public notifications when doing so. The latest version of Our Postal Scheme is available for download from our **Website** ([www.jerseypost.com](http://www.jerseypost.com)) or can be provided on request.
- 1.5 In Our communications with You, We will refer to Our Postal Scheme as Our **General Terms & Conditions**, which are separate to any specific terms and conditions that may apply to contracted services not directly covered by this Postal Scheme.

### 2 THE POSTAL SERVICES COVERED BY THIS POSTAL SCHEME

- 2.1 This Postal Scheme sets out the terms and conditions for:
  - a) Items of Mail that You **Post** in Jersey for sending to any **Address** in Jersey, the other Channel Islands, the Isle of Man, the United Kingdom or any international destination; and
  - b) Items of Mail that We receive from senders in Jersey, the other Channel Islands, the Isle of Man, the United Kingdom or any other country or territory for delivery to You in Jersey; and
  - c) Certain other specialised Postal Services referred to in Our Licence that are available in Jersey including **Mail Redirection** and **Mail Retention** Postal Services, the **Items of Mail for the Blind and Partially Sighted Postage** Service and the **British Forces Postage** service.

- 2.2 Some elements of this Postal Scheme may also apply to other contracted services that We provide with their own specific terms and conditions. If there are any differences between this Postal Scheme and such specific terms and conditions, then the specific terms and conditions of the contracted service will apply.
- 2.3 Some elements of this Postal Scheme may also apply to services that We have been contracted (under specific terms and conditions) to provide by other postal operators, carriers, agents and/or vendors. If there are any differences between this Postal Scheme and such specific terms and conditions, then the specific terms and conditions of the contracted service will apply.

### 3 DEFINITIONS AND INTERPRETATION

- 3.1 We have highlighted in bold print any words and terms that have a specific meaning within this Postal Scheme the first time that they are used and explained their meaning when they are first used or in Schedule 1 at the back.

### 4 SERVICE QUALITY, INTERCEPTION, SUSPENSION AND WITHDRAWAL

- 4.1 We take Our obligation to provide the Postal Services set out in this Postal Scheme seriously and within quality targets established under our Licence. A **Consumer Code** is set out in Part 5 of this Postal Scheme which details how You can complain if We do not meet Your expectations and the compensation available to claim when there is a Postal Service failure.
- 4.2 You should be aware that Items of Mail sent or received using the Postal Services may be intercepted by customs agencies or other lawful authorities for inspection. This may include x-raying, scanning, sampling, opening and photographing the Item of Mail, and may lead to the Item of Mail being delayed, stopped or seized. To be clear, We do not accept any responsibility or liability for Items of Mail that are delayed, stopped or seized by customs agencies or other lawful authorities.
- 4.3 We may need to suspend the Postal Services from time-to-time, due to technical or operational failure, during modification or maintenance, or because of circumstances beyond Our control. Should this happen, We will make every reasonable effort to resume providing the Postal Services as soon as reasonably possible. In the event of Postal Service failure or suspension, We shall not be liable for any compensation or damages above those set-out in the Consumer Code as explained in Part 5.
- 4.4 We may decide to not provide You with any of the Postal Services if We believe that You are not meeting the terms and conditions contained within this Postal Scheme or referred to by this Postal Scheme, or may be misusing a Postal Service, or using a Postal Service in a way that may damage Our reputation. If We do refuse to provide any Postal Services, You can contact the Postal Regulator for further advice or determination.

### 5 LIMITATIONS ON THE ITEMS OF MAIL WE WILL HANDLE

- 5.1 We may limit the size and weight of Items of Mail that You can send using the Postal Services, with an explanation of what is permissible contained in Our **Price Guide** or on Our Website or provided on request.
- 5.2 For legal or safety reasons, We can never carry certain Items of Mail through Our postal network, which are referred to as **Prohibited Items**, and only carry certain Items of Mail if You follow specific instructions when sending them, which are referred to as **Restricted Items**.
- 5.3 A list of Prohibited and Restricted Items and Our instructions for sending Restricted Items, which We may update from time-to-time, is available on our Website or provided on request.
- 5.4 To be clear, We do not accept any responsibility or liability for Prohibited Items that You attempt to send or for any Restricted Items that You attempt to send without following Our instructions for sending Restricted Items and reserve the right to dispose of or destroy any Items of Mail that We do not consider compliant with the list of Prohibited and Restricted Items or Our instructions for sending Restricted Items.
- 5.5 If You do attempt to send Prohibited Items or any Restricted Items without following Our instructions for sending Restricted Items, We may ask You to cover any costs that We incur to safely dispose of or destroy them.

## **PART 2: SENDING AN ITEM OF MAIL IN JERSEY**

### **6 WHAT YOU SHOULD EXPECT FROM US**

- 6.1 This Postal Service starts when You **Post** an Item of Mail using one of the following methods:
  - a) By placing an Item of Mail in a public post box or other receptacle that We have designated as suitable for the purpose of receiving Items of Mail; or
  - b) By handing or passing an Item of Mail to one of our staff or sub-contractors at a post office; or
  - c) When one of our staff or sub-contractors collects an Item of Mail from You or Your premises; or
  - d) By any other method that We may advise from time-to-time.
- 6.2 Providing You follow the terms and conditions set out in this Postal Scheme, We will use our postal network and the postal networks and services of other postal operators, carriers, agents and/or vendors to process and attempt to deliver Items of Mail received from You to the destination Address You have provided.
- 6.3 Unless specified otherwise, We aim (but do not guarantee) to process and deliver any Item of Mail received from You in the shortest reasonable time, which normally means the next

Working Day within Jersey but which is dependent on the postal networks and services of other postal operators, carriers, agents and/or vendors in all other destinations.

- 6.4 You should be aware that Items of Mail being sent to Addresses outside of Jersey may be detained at the request of customs agencies or other lawful authorities, in which case You or the intended recipient may need to arrange the Item of Mail's release by providing any required additional information or paying any requested duties or fees.
- 6.5 We do offer **Enhanced Sending Options**, such as obtaining a signature on delivery, providing a means of tracking an Item of Mail or increasing the compensation available (or providing compensation) should the Item of Mail be lost or damaged or delayed, with details of these options contained in Our Price Guide or on Our Website or provided on request.
- 6.6 This Postal Service ends:
- a) Upon delivery of the Item of Mail to a **Delivery Point** at its destination Address; or
  - b) When the Item of Mail is handled according to delivery instructions associated with its destination Address; or
  - c) When We consider the Item of Mail to be Undeliverable as explained in Section 12 and either return or dispose of or destroy the Item of Mail or another postal operator, carrier, agent and/or vendor in a destination outside of Jersey considers the Item of Mail to be undeliverable and deals with the Item of Mail in accordance with its own operating procedures.

## 7 WHAT WE EXPECT FROM YOU

- 7.1 You must ensure that any Item of Mail We receive for sending is appropriately sealed and packaged in a way that, in Our opinion, protects the Item of Mail and will not cause any damage or harm to other Items of Mail, equipment or individuals. A Guide to Addressing and Packaging Standards is available on our Website or provided on request and should be followed.
- 7.2 You must always fully and correctly address each Item of Mail, with all the elements of the Address (including the full postcode) legibly written or printed and clearly visible on the front of the Item of Mail. A Guide to Addressing and Packaging Standards is available on our Website or provided on request and should be followed.
- 7.3 We recommend that You include a full and accurate return Address on Your Item of Mail, preferably on the back or in a position where it can't be confused with the destination Address. This will allow Us to return the Item of Mail to You if it cannot be delivered. A Guide to Addressing and Packaging Standards is available on Our Website or provided on request and should be followed.
- 7.4 You must accurately and honestly complete any required commercial or customs' declaration documents associated with goods or other contents which the Item of Mail contains. Failure

to do so may result in the Item of Mail being detained or held, for which We accept no responsibility or liability.

- 7.5 You must not obscure the Item of Mail's Address in any way or make it difficult to read, or do anything that, in Our opinion, makes the postmark illegible or removable.
- 7.6 You must not use any packaging or include any word, sign or image that, in Our opinion, is misrepresentative, unlawful, offensive, obscene or indecent.

## 8 PAYING TO SEND AN ITEM OF MAIL

- 8.1 We will set out the charges for sending an Item of Mail in Our **Price Guide**, which is available on Our Website or provided on request. The Price Guide also includes details on the Item of Mail formats and weights We accept for sending, the destinations You can send Items of Mail to and any Enhanced Sending Options You can choose to purchase.
- 8.2 We may change the charges for sending an Item of Mail from time-to-time, in which case We will publish details of such changes in accordance with the terms of our Licence.
- 8.3 Unless specifically excluded, all Items of Mail **Posted** must be validly paid for, by either:
- a) Purchasing a valid postage stamp or label and fixing it to the Item of Mail in a way that meets the expectations set out in Our Guide to Addressing and Packaging Standards, which is available on Our Website or provided on request; or
  - b) Pre-paying through purchasing credit for a **Franking Machine**, which is used to print a mark or indicia on the Item of Mail. Only valid Franking Machines purchased or leased from a supplier that We have approved may be used; or
  - c) Using a credit account to retrospectively pay for Items of Mail sent using a method that We have approved, with payments made in accordance with terms that We have agreed with You; or
  - d) Using any other method that We decide suitable from time-to-time.
- 8.4 We may inspect any Item of Mail We receive to ensure the value of the postage stamp, label, mark or indicia is sufficient to cover the cost of sending the Item of Mail to its destination Address and We may ask You or the intended recipient, or an overseas postal operator may ask the intended recipient, to pay a **Surcharge** before delivery is completed. The prices of Our Surcharges are shown in Our Price Guide, which is available on Our Website or provided on request.
- 8.5 We may offer a service that allows You to pre-pay any value-added or other taxes and/or duties on goods or merchandise prior to sending an Item of Mail, but only with the full cooperation of customs agencies or other lawful authorities, which may be withdrawn at any time.

- 8.6 We may inspect every Item of Mail You Post to determine in Our opinion whether it meets the terms and conditions contained in this Postal Scheme before processing and attempting to deliver the Item of Mail.
- 8.7 If We do not believe the Item of Mail meets the terms and conditions of this Postal Scheme, We may:
- a) Continue to process and attempt to deliver the Item of Mail solely at our discretion;
  - b) Ask You or the intended recipient to pay an additional amount to Us before processing and delivering the Item of Mail;
  - c) Return the Item of Mail to You;
  - d) Refuse to accept the Item of Mail;
  - e) Treat the Item of Mail as Undeliverable and follow the steps explained in Section 12 of this Postal Scheme; or
  - f) Dispose of or destroy the Item of Mail.
- 8.8 In all cases We will not accept any liability for any Items of Mail that do not meet the terms and conditions of this Postal Scheme.

## **PART 3: RECEIVING AN ITEM OF MAIL IN JERSEY**

### **9 WHAT YOU SHOULD EXPECT FROM US**

- 9.1 This Postal Service starts when We receive an Item of Mail for delivery to You from either within Our postal network or from other postal operators, carriers, agents and/or vendors in other countries or territories.
- 9.2 You should be aware that Items of Mail coming from the networks of other postal operators, carriers, agents and/or vendors may be detained at the request of customs agencies or other lawful authorities, in which case You may be required to arrange the Item of Mail's release by providing any required additional information or paying any requested duties or fees.
- 9.3 We will process and attempt to deliver all Items of Mail that We receive unless:
- a) The Item of Mail does not have the correct value on the postage stamp, label, mark or indicia to cover the cost of sending and delivering the Item of Mail to its destination Address, in which case We may ask You to pay a Surcharge before delivery as explained in Section 8.4; and/or
  - b) The Item of Mail contains anything that in Our opinion is Prohibited or not sent in accordance with Our instructions for sending Restricted Items of Mail as explained in Section 5; and/or



- c) The Item of Mail has packaging that includes any word, sign or image that, in Our opinion, is misrepresentative, unlawful, offensive, obscene or indecent; and/or
  - d) The Item of Mail does not include a correct and legible Jersey Address.
- 9.4 Any Item of Mail falling into the categories explained in Section 9.3 is considered Undeliverable, in which case it will be dealt with according to Section 12.
- 9.5 We aim (but do not guarantee) to normally process and attempt to deliver all Items of Mail received for You by Us by the end of the next Working Day following Our receipt unless You have made **Alternative Delivery**, Mail Retention or Mail Redirection arrangements with Us in which case the terms associated with that arrangement shall apply, as explained in Part 4.
- 9.6 We may find that certain Items of Mail are too big for the **Delivery Point** at Your Address or that We are required to obtain a signature from someone at Your Address before We can deliver. If no Alternative Delivery arrangements exist between You and Us, We will consider the Item of Mail as **Undelivered** in which case it will be dealt with according to Section 13.
- 9.7 This Postal Service ends upon the successful delivery of the Item of Mail to Your destination Address, or when We handle the Item of Mail according to Alternative Delivery, Mail Retention or Mail Redirection arrangements or when We conclude dealing with any Item of Mail considered as Undeliverable or Undelivered.

## 10 WHAT WE EXPECT FROM YOU

- 10.1 You should ensure, as far as You are able to, that Items of Mail being sent to You are fully and correctly addressed, with all the elements of the Address (including the full postcode) legibly written or printed and clearly visible on the front of the Item of Mail. A Guide to Addressing and Packaging Standards is available on our Website or provided on request and should be followed.
- 10.2 To provide You with certain Postal Services, We may ask You to include additional personal identifying numbers, characters or other marks provided by Us on an Item of Mail to assist Us in processing or delivering it to You.
- 10.3 Unless You have agreed an Alternative Delivery arrangement with Us, You must provide a Delivery Point at Your Address that in Our opinion is suitable and secure, easily accessible at the time We choose to deliver, large enough to receive the Item of Mail, and which in no way compromises the health and safety of Our staff or Our contractors. If these conditions are not met in Our opinion, We will treat the Item of Mail as Undelivered and handle it in accordance with the terms in Section 13. A **Guide to Delivery Point Standards** is available on our Website or provided on request and should always be followed.
- 10.4 Certain Items of Mail require Us to collect a signature before delivery, in which case You need to ensure someone is present at the Address at the time of delivery to sign-for and accept the Item of Mail, or to have agreed Alternative Delivery arrangements with Us. If We are unable to obtain a signature and no Alternative Delivery arrangements are in place, We

will consider the Item of Mail as Undelivered and notify You of options to collect the Item of Mail or to rearrange delivery in accordance with the terms in Section 13.

## **11 PAYING TO RECEIVE AN ITEM OF MAIL**

11.1 Other than any applicable Surcharges, there are normally no charges to receive an Item of Mail, with the cost of postage met by the sender.

11.2 We may charge for Alternative Delivery, Mail Redirection or Mail Retention Postal Services, however, with the price of such Postal Services contained in our Price Guide or on Our Website or provided on request.

## **12 WHAT HAPPENS TO UNDELIVERABLE ITEMS OF MAIL**

12.1 If the sender has underpaid the value on the postage stamp, label, mark or indicia to cover the cost of sending and delivering the Item of Mail to its destination Address, We may ask You, the intended recipient, to pay a Surcharge before delivery as explained in Section 8.4.

12.2 If the Item of Mail is Prohibited, or Restricted but not sent according to Our instructions for sending Restricted Items, We may seek appropriate expert advice and/or notify the relevant authority and may then dispose of or destroy the Item of Mail at Our sole discretion accepting no liability whatsoever for any losses incurred by You or the sender. We will (subject to any applicable law) attempt to notify You and/or the sender when an Item of Mail is disposed of at Our discretion or destroyed at Our discretion.

12.3 In the event of packaging including any word, sign or image that, in Our opinion, is misrepresentative, unlawful, offensive, obscene or indecent, We will detain the Item of Mail and, subject to any applicable law, attempt to notify You that the Item of Mail can be collected from Us. If You do not collect the Item of Mail after such Undeliverable notification, We will treat it as Undelivered, and handle it in accordance with the terms of Section 13.

12.4 In the event of an Item of Mail not containing a correct and legible Jersey Address, We will either:

- a) Return the Item of Mail to its sender providing there is a correct and legible return Address;  
or
- b) Attempt to identify the Item of Mail's intended recipient by opening the Item of Mail and viewing the contents.

In the event We are unable to return the Item of Mail or identify the intended recipient, We will treat it as Undelivered and handle it in accordance with the terms of Section 13.

12.5 In all cases We will not accept any liability for any Undeliverable Item of Mail.

## **13 WHAT HAPPENS TO UNDELIVERED ITEMS OF MAIL**

- 13.1 We will attempt to notify You when We are unable to deliver an Item of Mail by either:
- a) Leaving a notice or other indication at Your Address; and/or
  - b) Sending a notice or other indication to Your Address; and/or
  - c) Contacting You using contact details that You may have provided Us; and/or
  - d) Any other method that We decide suitable from time-to-time.
- 13.2 After notifying or attempting to notify You, We will retain Undelivered Items of Mail for the following periods unless We have a contractual agreement with the sender (or a relevant other postal operator, carrier, agent and/or vendor) that requires different arrangements:
- a) 7 days if the Item of Mail was sent using one of Our Postal Services that required Us to obtain a signature on delivery; or
  - b) 21 days for all other Items of Mail.
- 13.3 During the retention period, You may collect the Undelivered Items of Mail from a location that We have determined suitable providing always that We are satisfied that the person collecting the Undelivered Item of Mail is the valid or authorised recipient.
- 13.4 During the retention period, You may also contact Us and request Alternative Delivery arrangements, which may be chargeable as explained in Section 19.
- 13.5 If You have still not collected an Undelivered Item of Mail from Us after the retention period has ended, we may:
- a) Retain the Item of Mail for a longer period at Our discretion; or
  - b) Return the Item of Mail to the sender if a valid return Address exists; or
  - c) Dispose of the Item of Mail at Our discretion or destroy the Item of Mail at Our discretion.
- In all cases We will not accept any liability for any Undelivered Item of Mail.

## 14 MISDELIVERED ITEMS OF MAIL

- 14.1 Any Item of Mail received at Your Address that is not meant for You should be considered as **Misdelivered** and returned to Us. You should be aware that the Postal Law prohibits unauthorised persons from opening, retaining or destroying Items of Mail not intended for them.
- 14.2 You should cross out the Item of Mail's original Address, clearly write 'RETURN TO SENDER' on it and then repost or hand to one of Our staff or appointed sub-contractors.
- 14.3 Once received, We will attempt to return the Item of Mail to its sender, providing that:
- a) The Item of Mail was originally delivered by Us; and
  - b) There is a clearly readable return Address on the Item of Mail; and

- c) The return Address is in Jersey, the United Kingdom, the Isle of Man or the Other Channel Islands; and
  - d) The original Address is clearly crossed out; and
  - e) The item of Mail is clearly marked 'Return to Sender'; and
  - f) There is no Surcharge payable on the Item of Mail.
- 14.4 Any Item of Mail received by Us marked 'RETURN TO SENDER' that does not meet any of the above criteria will be held by Us for 21 days after which time it will be disposed of at Our discretion or destroyed at Our discretion unless claimed by the original sender.
- 14.5 We are not under any obligation to redirect or forward any Item of Mail that You receive at Your Address that is not meant for You to an alternative delivery Address. Anyone who requires their Items of Mail to be redirected to an alternative Address should use Our Mail Redirection Postal Service. If We receive reposted Items of Mail with a redirection Address, We will not deliver them but treat them as a 'Return to Sender' Item of Mail and deal with as stated in this Section 14.

## **PART 4: SPECIFIC CONDITIONS FOR CERTAIN POSTAL SERVICES**

### **15 MAIL RETENTION POSTAL SERVICE**

- 15.1 You may ask Us to temporarily retain any Items of Mail that We receive for Your Address instead of attempting to deliver them. This Postal Service, which is called 'Mail Retention', may be chargeable using a method We decide is suitable with details contained in Our Price Guide which is available on Our Website or provided on request.
- 15.2 We may ask You to complete an application form for this Mail Retention Postal Service, or to apply using other methods We consider suitable.
- 15.3 We will not provide the Mail Retention Postal Service until We are fully satisfied that You are making the request for valid reasons and entitled to make the request on behalf of those occupying or responsible for the premises associated with the Address.
- 15.4 We may refuse to provide the Mail Retention Postal Service in certain circumstances, such as when requested for Addresses of multi-occupancy dwellings or shared business premises.
- 15.5 We will retain all Items of Mail received containing Your Address for an agreed period, at the end of which We will deliver the Items of Mail to the Address indicated on the Item of Mail. If You want to cease the Mail Retention Postal Service before the agreed period, or extend the agreed period, You must do so by providing us instructions in writing or by other means We decide appropriate.

### **16 MAIL REDIRECTION POSTAL SERVICE**

- 16.1 You may ask Us to temporarily deliver any Items of Mail that We receive for You at Your Address to an alternate Address. This Postal Service, which is called 'Mail Redirection', may be chargeable using a method We decide is suitable with details contained in Our Price Guide which is available on Our Website or provided on request.
- 16.2 We may ask You to complete an application form for this Mail Redirection Postal Service, or to apply using other methods We consider suitable.
- 16.3 We will not provide the Mail Redirection Postal Service until We are fully satisfied that You are making the request for valid reasons and if applying on behalf of others occupying the premises associated with the Address, that You are entitled to make the request on their behalf.
- 16.4 We may refuse to provide the Mail Redirection Postal Service in certain circumstances, such as when requested for addresses of multi-occupancy dwellings or shared business premises.
- 16.5 We will redirect all Items of Mail received containing Your Address for an agreed period, at the end of which We will deliver Items of Mail to the Address indicated on the Items of Mail. If You want to cease the Mail Redirection Postal Service before the agreed period, or extend the agreed period, You must do so by providing Us with instructions in writing or by other means We decide appropriate.
- 16.6 We do not redirect outside of Jersey any Item of Mail over 25mm in thickness or 100g in weight, or that appears to contain goods or other contents upon which value-added or other taxes and duties are chargeable. We will consider any Item of Mail that we do not redirect as Undelivered and deal with as stated in Section 13.
- 16.7 You should be aware that using a Mail Redirection Postal Service may lead to a delay in You receiving your Items of Mail, and that we may be instructed by the sender to not redirect an Item of Mail.

## **17 ITEMS OF MAIL FOR THE BLIND AND PARTIALLY SIGHTED POSTAGE SERVICE**

- 17.1 You can send Items of Mail free of charge using the Items of Mail for the Blind and Partially Sighted Postage Service to anyone who:
- a) Is registered with the Jersey Blind Society or has a certificate from that Society stating that they are blind; or
  - b) Has a standard of close-up vision, with spectacles, of N12 or less.
- 17.2 We will accept an Item of Mail for the Blind and Partially Sighted Postage Service Posted in Jersey for processing and delivery providing it:
- a) Weighs less than 10kg;
  - b) Is clearly marked 'ITEM FOR THE BLIND';
  - c) Is unsealed or wrapped in way that We can easily inspect the contents;

d) Complies with the general provisions of these terms and conditions.

17.3 In all circumstances, We reserve the right to refuse an Item of Mail for the Blind and Partially Sighted Postal Service if We believe the service is being misused in any way.

## **18 BRITISH FORCES POSTAGE SERVICE**

18.1 You can send Items of Mail at a discounted rate using Our British Forces Postage service to current members of Britain's Armed Forces serving outside of Jersey via a British Government operated postal service, called British Forces Post Office (BFPO), for members of its armed forces.

18.2 We will accept an Item of Mail for the BFPO service Posted in Jersey for processing and delivery providing it:

a) Is clearly marked 'BFPO ITEM'; and

b) Contain a recipient's name and valid BFPO Address and return Address; and

c) Possesses a valid stamp, indicia or other recognised means of payment equal to the amount set out for the British Forces Postage service in Our Price Guide or as set-out on our Website or provided on request; and

d) Complies with the general provisions of these terms and conditions.

18.3 In all circumstances, We reserve the right to refuse an Item of Mail for the BFPO service if We believe the BFPO service is being misused in any way.

## **19 ALTERNATIVE DELIVERY POSTAL SERVICES**

19.1 We offer a range of options allowing You to receive Items of Mail at specified locations other than the Delivery Point associated with your Address. These options are called 'Alternative Delivery' Postal Services and may be chargeable using a method We decide is suitable with details contained in Our Price Guide which is available on Our Website or provided on request.

19.2 We may ask You to complete an application form for these services, or to apply using other methods We consider suitable. This may involve providing contact details or other personal information in order for Us to provide these Postal Services, and subsequently ensuring that You update us on any changes to these details or information.

19.3 We may need You to include additional personal identifying numbers, characters or other marks provided by Us within Your Address when receiving Items of Mail in order for these Postal Services to work.

19.4 We can refuse any application for Alternative Delivery Postal Services and withdraw them if we believe there are reasonable grounds for doing so.

## PART 5: CONSUMER CODE

### 20 MAKING A COMMENT OR COMPLAINT

- 20.1 While we aim to provide a level of service that always meets the needs of Our customers, there may be occasions when We fall short of Your expectations. We have created this Consumer Code, as required by Our Licence, to provide guidance in these situations and assist with the successful resolution of any disputes.
- 20.2 We will provide a number of different communication methods by which You can contact Us with any questions, comments, complaints or compliments and publish the response time by which We aim to respond. If You find none of these methods suitable, please write to: **The Customer Services Manager, Jersey Post, JE1 1AA.**
- 20.3 If a complaint or disagreement remains unresolved for 3 months, either party may refer it to the Postal Regulator for advice or determination.

### 21 MAKING A CLAIM FOR COMPENSATION UNDER THE COMPENSATION SCHEME

- 21.1 We expect to efficiently and successfully process and ensure the delivery of the vast majority of Items of Mail that We handle. There are regrettably occasions, however, when an Item of Mail may be lost or damaged or delayed while in transit, in which case You may be entitled to claim compensation under the Compensation Scheme set out in this Section 21.
- 21.2 Unless We expressly agree with You otherwise, We will only consider compensation claims for lost or damaged or delayed Items of Mail Posted in Jersey using Our postal network. Only the **Sender** of an Item of Mail Posted in Jersey may make a claim under the Compensation Scheme and for the purposes of the Compensation Scheme the Sender is the person, business or organisation who Posts the Item of Mail (or on whose behalf the Item of Mail was Posted).
- 21.3 Unless We expressly agree with You otherwise, We have no liability and will not consider compensation claims for or in relation to any Items of Mail that We receive from other postal operators, carriers, agents and/or vendors for delivery in Jersey. You should pursue any such claims against other postal operators, carriers, agents and/or vendors directly with them.
- 21.4 We do not consider compensation claims and have no liability for or in relation to delay, unless Our specific Postal Service purchased expressly includes refunding the price You paid to send the Item of Mail in the event of delay.
- 21.5 We will not consider compensation claims and have no liability for or in relation to lost or damaged or delayed Items of Mail (or their contents):
- a) That have been successfully delivered but subsequently reposted as a 'RETURN TO SENDER' Item of Mail; or
  - b) That have not met all of the terms and conditions set-out in or under this Postal Scheme; or

- c) That do not have sufficient postage paid; or
- d) That contain Prohibited Items, or Restricted Items that have not been sent in accordance with Our instructions for sending Restricted Items; or
- e) That are considered to be Undeliverable as explained in Section 12; or
- f) That have been sent in contravention of any aspect of the Postal Law or any other applicable law or regulation; or
- g) Where We believe that the loss or damage or delay was caused by situations outside our control including, but not limited to, an act of God, severe weather conditions, acts of terrorism, strike, lockout, labour dispute and vandalism and acts of third parties with whom We have no contractual relationship; or
- h) Where we believe that the loss or damage or delay is due to a latent or inherent defect or natural deterioration; or
- i) Where we believe that the loss or damage or delay suffered was not solely as a result of the Item of Mail's transmission through the post. In particular, in respect of damage, where the cover does not appear to Us to have suffered damage consistent with the damage caused to the contents of that Item of Mail; or
- j) If the damage was pre-existing, that is, where the contents of the Item of Mail were already damaged when the Item of Mail was Posted, or
- k) Where the item is not packaged in accordance with Our Guide to Addressing and Packaging Standards, which is available on Our Website or provided on request, including but not confined to:
  - i. Where anything enclosed is not suitably protected against damage;
  - ii. Where a breakable item has not been packed in a strong container with enough packaging material to protect the item against pressure and knocks, and where the Item of Mail has not been marked with the words 'FRAGILE HANDLE WITH CARE' in capital letters on the cover or envelope above the address;
  - iii. Where an item that may be damaged by bending is not packed in a strong container that will prevent the Item of Mail from being bent, and marked with the words 'DO NOT BEND' on the cover or envelope above the address;
  - iv. Where the Item of Mail contains anything that is likely to perish or decay and the Item of Mail is not marked with the word 'PERISHABLE' in capital letters on the cover or envelope above the address;
  - v. Where Restricted Items are not packed in accordance with Our Guide to Prohibited and Restricted Goods, which is available on Our Website or provided on request;
  - vi. Where the packaging used does not comply with any other information published by Us from time-to-time
- l) That contain **Valuables (i.e. money and jewellery)** unless Our specific Postal Service purchased expressly includes compensation for Valuables or other normally excluded items.



21.6 Providing none of the instances set out above in Section 21.5 apply and subject always to Section 22 below, compensation is available under the Compensation Scheme to the Sender of an Item of Mail Posted in Jersey as follows:

The time You (as the Sender of an Item of Mail) have to make a claim:	80 days from the date on which the Item of Mail was Posted.
How to claim:	By completing a form, either in person or on Our Website.
What We will pay You for loss or damage if You can provide Proof of Postage and Proof of Contents Value:	We will pay You the replacement or repair value of the contents sent up to a maximum sum of £30 or to the additional level of compensation cover You purchased and fully refund the price You paid to send the Item of Mail, including the cost of any Enhanced Sending Option.
What We will pay You for loss or damage if You can provide Proof of Postage but not Proof of Contents Value:	We will pay You the replacement or repair value you declare in respect of the contents sent up to a maximum sum of £15, and fully refund the price You paid to send the Item of Mail, including the cost of any Enhanced Sending Option.
What We will provide You with for loss or damage if You cannot provide Proof of Postage:	We will refund the price You declare You paid to send the Item of Mail, excluding the cost of any Enhanced Sending Option, by providing you with postage stamp(s) of a value equivalent to that price up to a maximum value of ten times the then current cost of sending a Standard Postage Letter to a Jersey Address (as stated from time-to-time in the Price Guide). We will not pay any compensation in respect of the contents sent.

21.7 We consider **Proof of Postage** as any of the following:

- a) A certificate of Posting issued by Us or one of Our sub-contractors; or
- b) A receipt issued by Us or one of Our sub-contractors; or
- c) A printed or electronic docket provided by Us or one of Our sub-contractors; or
- d) By any other method that We may use from time-to-time.

21.8 We consider the replacement value of the contents of an Item of Mail to be the amount You paid for their purchase or manufacture, less a reasonable adjustment made to take account of the present value based their condition, age and depreciation.

21.9 We consider the repair value of the contents of an Item of Mail to be the cost of repairing any damage incurred, with no additional payment made for the reduced value of the repaired item.

21.10 We consider **Proof of Contents Value** as any of the following:

- a) Original receipts;
- b) Bank or credit card statements;
- c) PayPal records;
- d) Invoices;
- e) Manufacturing costs;
- f) Auctioneer's valuation;
- g) Formal replacement or repair quotations;
- h) By any method that We may advise from time-to-time.

21.11 We will investigate every claim made, aiming to resolve all claims for compensation within 30 Working Days of their receipt and process any refunds due to You within 10 Working Days of resolution.

21.12 If a claim for compensation remains unresolved for 3 months, either party may refer it to the Postal Regulator for advice or determination.

## **PART 6: OTHER TERMS AND CONDITIONS**

### **22 LIMITATIONS AND EXCLUSION OF LIABILITY**

22.1 We aim to meet Your expectations of service quality and reliability. If We don't, the Compensation Scheme set out in Section 21 details Your options for claiming a refund and/or compensation for lost or damaged or delayed Items of Mail Posted in Jersey using Our postal network.

22.2 Unless we expressly agree with You otherwise or the terms and conditions for a specific Postal Service expressly provide otherwise, We accept no other liability for any losses or damages incurred by You or anyone associated with You when using the Postal Services.

22.3 In no event shall we liable to You (or anyone associated with You) for any:

- a) loss of business; or
- b) loss of revenue; or
- c) loss of profits; or

- d) loss of or depletion of goodwill or similar losses; or
- e) loss of anticipated savings; or
- f) loss of contract; or
- g) loss of use; or
- h) loss of or corruption to data or information; or
- i) any type of special, indirect or consequential loss, costs, damages charges or expenses, in each case whether foreseeable or unforeseeable.

22.4 We do not exclude or restrict liability for death or personal injury resulting from Our negligence.

22.5 Unless we expressly agree with You otherwise, We do not accept any liability for or in relation to any Items of Mail that We receive for You from other postal operators, carriers, agents and/or vendors for delivery in Jersey. You should pursue any claims against such other postal operators, carriers, agents and/or vendors directly with them.

## **23 DATA PROTECTION**

23.1 You can be assured that we will only use Your personal data and information responsibly and in accordance with current and applicable data protection laws. We will keep it secure and only share with our sub-post offices, other companies in the Jersey Post group of companies and third parties that we have engaged to assist in providing the Postal Services.

23.2 We may use Your personal data and information to contact you from time-to-time and provide updates on Postal Services or other relevant information. You can contact Us and ask that We stop contacting you at any point.

## **24 CUSTOMS AND OTHER LAWS AND REGULATIONS**

24.1 Nothing in this Postal Scheme shall prejudice, or affect the operation of, any applicable laws or regulations of the States of Jersey including in relation to customs and immigration, or any applicable HM Revenue and Customs regulations under any enactment for the time being in force.

## **25 LAW**

25.1 The terms and conditions contained in this Postal Scheme shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey.

## SCHEDULE 1: DEFINITIONS

Word or term used in this document	The meaning of this word or term
<b>‘Address’</b>	Means the postal address of a person or organisation to which Items of Mail are being sent or delivered, as distinct from the actual street address.
<b>‘Alternative Delivery’</b>	Has the meaning explained in Section 19.
<b>‘British Forces Post Office’ or ‘BFPO’</b>	Has the meaning explained in Section 18.
<b>‘Compensation Scheme’</b>	Means the compensation scheme set out in Section 21 which forms part of this Postal Scheme.
<b>‘Consumer Code’</b>	Means the code of practice for the resolution of disputes set out in Part 5 of this Postal Scheme which We are required to publish under Our Licence.
<b>‘Delivery Point’</b>	Means a private post box at a household address or business address and any other facility or receptacle which We confirm to be suitable for the acceptance of Items of Mail.
<b>‘Enhanced Sending Options’</b>	Means additional Postal Services with enhancements such as obtaining a signature on delivery, providing a means of tracking an Item of Mail or increasing the compensation available (or providing compensation) should the Item of Mail be lost or damaged or delayed, with details of these Enhanced Sending Options being contained in Our Price Guide or on Our Website or on request.
<b>‘Franking Machine’</b>	Means a machine that has been obtained by You from a supplier approved by Us as a means of applying pre-paid postage to the cover of Items of Mail.
<b>‘General Terms &amp; Conditions’</b>	Means this Postal Scheme.
<b>‘Guide to Addressing and Packaging Standards’</b>	Means a physical or online publication that sets out guidance on addressing and packaging in respect of Postal Services covered by this Postal Scheme, (and which is available from Our Website or on request).

Word or term used in this document	The meaning of this word or term
'Guide to Delivery Point Standards'	Means a physical or online publication that sets out guidance on Delivery Points in respect of Postal Services covered by this Postal Scheme, which is available from Our Website or on request.
'Item of Mail'	Means any item of mail, including letters and parcels.
'Items of Mail for the Blind and Partially Sighted'	Has the meaning explained in Section 17.
'Licence'	Means the Public Postal Operator's Licence issued by the Postal Regulator to Us from time-to-time.
'Mail Redirection'	Has the meaning explained in Section 16.
'Mail Retention'	Has the meaning explained in Section 15.
'Misdelivered'	Has the meaning as explained in Section 14.
'Post'	Means entrusting an Item of Mail to Us in Jersey in accordance with one of the approved methods set out in or under this Postal Scheme for transmission using Our postal network and/or the networks of other postal operators, carriers, agents and/or vendors and 'Posts', 'Posted' and 'Posting' shall be interpreted accordingly.
'Postal Scheme'	Means a postal scheme made by a public postal operator (as defined in the Postal Law) under the Postal Law or (as the context requires) this Postal Scheme.
'Postal Services'	Means postal services as defined in the Postal Law or (as the context requires) the Postal Services set out in this Postal Scheme.
'Price Guide'	Means a physical or online publication that sets out the current prices for using any of the Postal Services covered by this Postal Scheme, which is available from Our Website or on request.
'Prohibited Items'	Means Items of Mail that can never be sent using Our postal network.
'Proof of Contents Value'	Has the meaning explained in Section 21.10.
'Proof of Postage'	Has the meaning explained in Section 21.7.
'Restricted Items'	Means Items of Mail that can be sent using Our postal network as long as they comply with Our instructions for their sending.

Word or term used in this document	The meaning of this word or term
<b>'Surcharge'</b>	Means an additional fee payable for Items of Mail that have been sent without the correct amount of payment.
<b>'Undeliverable'</b>	Has the meaning explained in Section 12.
<b>'Undelivered'</b>	Has the meaning explained in Section 13.
<b>'Valuables (money and jewellery)'</b>	<p>Any item that is:</p> <ul style="list-style-type: none"><li>a) Precious metal manufactured in such way to add value to it, including coins used for ornament;</li><li>b) Watches with cases made wholly or mainly of precious metal;</li><li>c) Ingots;</li><li>d) Diamonds and other precious stones; and</li><li>e) Any articles that are similar to any of those referred to in a) - d) above with an intrinsic value;</li><li>f) Coins and Bank notes of any currency that are legal tender at the time of posting;</li><li>g) Postal Orders, cheques and dividend warrants uncrossed and payable to bearer;</li><li>h) Unused postage and revenue stamps and National Insurance stamps;</li><li>i) Exchequer bills, bills of exchange, promissory notes and credit notes;</li><li>j) Bonds, bond coupons and any other investment certificates; and</li><li>k) Coupons, vouchers, tickets, tokens, cards, stamps and other documents that can be exchanged in whole or in part for money, goods or services.</li></ul>
<b>'Working Day'</b>	Means Monday to Friday (excluding any Public or Bank Holidays in Jersey) inclusive.