

Direct2home Marketing Terms and Conditions

1. Definition and interpretation:

- a. "Direct2home Marketing" means the distribution of Unaddressed printed promotional material to delivery points within a specified geographic area as set out in the Statement of Service.
 - b. "Service" means the distribution of promotional material by way of Direct2home Marketing, in accordance with the Service Details.
 - c. "Service Charge" means the monetary amount payable for the Service.
 - d. "Service Details" means the 'Service Details' section of the Statement of Service.
 - e. 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.
 - f. "Unaddressed" means that no name, address or any kind of personalisation must appear on the promotional material.
 - g. "Working Day" means any day that is not a Saturday, Sunday or bank or public holiday in England or the 9th May in each year (Liberation Day in Jersey).
- iii. If the Client does not have established account credit facilities, does not wish to apply for account facilities, or does not have time to apply prior to this booking or is not approved for credit facilities, full payment for the Service Charge is required on or before the Payment Due Date set out in the Timing Details overleaf. Failure to meet this deadline may result in the cancellation of the Service and forfeiture of the Deposit. If no Deposit has been paid, Jersey Post has the right to charge the Client an administration fee equivalent to 10% of the total Service Charge to cover any costs incurred.

2. The Service

- a. In consideration of the payment of the service charge, Jersey Post will provide the Service.
- b. Subject to the specification of the promotional material meeting Jersey Post's requirements, Jersey Post shall include one item of promotional material per client mailing per delivery point, for Direct2home Marketing.
- c. Jersey Post will deliver promotional material in accordance with the distribution type set out in the Statement of Service.
- d. Promotional material will be delivered in accordance with normal postal delivery times. Dates are inclusive.

3. Service Conditions

- a. Jersey Post reserves the right to undertake Direct2home Marketing in respect of any promotional items provided to Jersey Post by other clients, together with the promotional material provided by the Client.
- b. Jersey Post has the right to notify any client or prospective client of the Service of details of the promotional material in any Direct2home Marketing, (including any promotional material), and the Client hereby gives its consent to such disclosure;
- c. Unless otherwise agreed with Jersey Post, all promotional material must: (i) be identical and not contain any personalisation; (ii) not include postage or postage paid markings; and (iii) not include a return address.
- d. The promotional material must be delivered to Jersey Post in bundles of 50 or 100 items per bundle, it must be between the minimum and maximum dimensions advised to the Client from time to time and it must be approved in advance by Jersey Post. Failure to deliver in the required number of bundles may cause delay or alteration to the Service or additional work required to ensure that the material is distributed on the next available date. Accordingly, Jersey Post shall be entitled to make an additional charge in respect of additional costs incurred as a result of the above.
- e. The promotional material must be delivered to Jersey Post 5 working days before the 'Delivery Start Date' and in line with the declared 'Promotional material receipt date'. Failure to provide the material by the required date may result in delay or alteration to the Service or additional work required. Accordingly, Jersey Post shall be entitled to make an additional charge in respect of the same.
- f. The promotional material must be in accordance with the details provided. Any failure to comply with this provision may result in the Mailing Item being refused or an additional charge being levied for any additional work undertaken by Jersey Post.

4. Charges and Payments

- a. The Service Charge is as detailed within the Statement of Service.
- b. The client must comply with the appropriate payment option below:
 - i. If the Client has established account credit facilities with Jersey Post, they will be invoiced upon completion of the Delivery distribution.
 - ii. If the Client does not have established account credit facilities with Jersey Post, they will need to apply at least 14 working days in advance of making any Direct2home bookings.

- c. To assist customers paying in advance for this service, Jersey Post will raise an invoice for the full amount on the return of this Statement of Service. However, the lack of an invoice does not negate the requirement for full payment on or before the Payment Due Date.
- d. Regardless of the payment method selected, the following charges will be imposed if the Client cancels the booking, or fails to meet any of their Obligations relating to the Service:
 - i. 10% within 3 weeks; or
 - ii. 100% within 5 working days.
- e. If the Client wishes to provide multiple items of promotional material for the Service, subject to the specification of the material meeting Jersey Post's requirements, Jersey Post will provide a written quotation for such additional promotional material.

5. The Client's Obligations

The Client must:

- a. return the completed original Statement of Service to the Sales team at Jersey Post by the 'Signed SOS due date'. The Client should retain a copy for its records;
- b. fully and accurately complete all relevant details on the Statement of Service. A failure to do so may result in the application being refused; and
- c. ensure that the promotional material:
 - i. is delivered to Jersey Post as specified in the Service Details at least 5 working days before the 'Delivery Start Date' and in line with the 'promotional material receipt date';
 - ii. is delivered with at least the number of items declared; and
 - iii. is clearly marked with the Client's Company Name, Description and the Delivery Start Date.

6. Jersey Post's Rights and Obligations

Jersey Post shall:

- a. have the right to cancel or delay the Service or adapt the terms of the Service if the Client fails to comply with any of these Terms & Conditions;
- b. not be required to deliver or distribute any Promotional material which in its sole opinion is or may be of an illegal, defamatory, offensive, abusive or obscene nature, or which may cause offence to recipients;
- c. destroy any residue Promotional material that is not collected by the Client from Jersey Post within 5 Working Days after the Delivery End Date as set out in the Timing Details; and
- d. have the right to charge the Client for any additional work incurred for failure by the Client to comply with any of these Terms & Conditions.

7. Exclusion and Limitation of Liability

Jersey Post does not:

- a. guarantee that the promotional material will be distributed in any particular order; and
- b. deliver or distribute promotional material to addresses that have opted out of receiving direct mail (including Direct2home Marketing).

8. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Island of Jersey and the parties submit to the exclusive jurisdiction of the Jersey courts in respect thereof.