

1. Using the PO Box

1.1. Location of service

The PO Box service is currently available at the main post office located in Broad Street, St Helier, Jersey. The facility is accessed via the Commercial Street entrance to the building. Jersey Post has the right to change the location of PO Boxes at its discretion.

1.2. Period of rental

Subject to Jersey Post's right of termination, PO Boxes may be rented for a period of 12 months effective from the first day of January each year, and the service will be subject to renewal for a further period of twelve months with effect from the first day of January each subsequent year at the discretion of Jersey Post.

1.3. Keys and locks

Two keys and two authority cards are supplied free of charge at the time the service is opened. An additional key/card can be supplied on request (see tariff guide for applicable charges). All keys and cards remain the property of Jersey Post and must be returned on termination of the period of rental or its early termination. The Client must provide a list of the names of persons authorised to access the PO Box and it is the Client's responsibility to ensure that PO Box keys and/or cards are not accessible to any unauthorised persons.

1.4. Regular collection of mail

Clients must ensure that mail delivered to the PO Box does not build up, that the PO Box allocated to them is cleared on a frequent and regular basis, and that it is cleared in full at least once every month. In the event of inability to do so for any reason the Client should:

- (a) appoint an agent to clear the PO Box;
- (b) provide that agent with a signed authorisation for a stated period; and
- (c) notify Jersey Post of that agent's identity and the period so covered.

1.5. Priority services items

When collecting 'Priority Services' items and insured articles and parcels, the licensed authority card will be required together with the relevant "call at counter" slip. Otherwise, in the absence of a signed letter of authority, Jersey Post reserves the right to refuse delivery to any person who is not included on the list of authorised persons provided to Jersey Post by the Client. Jersey Post may, in addition to the above, require photographic proof of identification (such as a driving licence or passport) of the person collecting the item.

1.6. Residence in Jersey

All applicants for the PO Box service must, unless Jersey Post gives its written consent otherwise, be resident in Jersey and maintain a Jersey contact address for the duration of the term of the service. To avoid doubt, a business will only be "resident in Jersey" where it has a place of business or registered office in Jersey.

1.7. Client's compliance

The Client will ensure that the use of the PO Box service complies with:

- (a) Jersey Post's Terms of Business, a copy of which is available at www.jerseypost.com, and any schemes and conditions for the provision of the services; and
- (b) all laws, regulations and requirements applicable in Jersey or, where appropriate, any other law which may be relevant and including, without limitation, laws relating to anti-money laundering activities.

2. Variations of Service

2.1. Availability of the PO Box

Jersey Post reserves the right to refuse to provide or renew a PO Box to any Client or to terminate the use of the PO Box by such Client upon giving 48 hours notice of such termination and is under no obligation to provide any reason for such refusal. The Client hereby agrees that the PO Box will not be rented in a fictitious name or used either by it, any Connected Entity for any illegal or improper purpose. The PO Box will be available at the times notified by Jersey Post from time to time.

2.2. Incorrectly addressed correspondence.

Mail which is incorrectly addressed may be delayed or treated as undeliverable. Delivery to a PO Box is in all respects equivalent to personal delivery to the addressee. Correspondence addressed to persons other than the Client and/or its Connected Entities may also be treated as undeliverable.

2.3. Redirection

Any request to redirect mail originally addressed to a Jersey PO Box 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. Redirection of mail from a Jersey PO Box address to either another PO Box address or to an address which is not within Jersey is only permitted upon closure of the PO Box and for a period of time determined at Jersey Post's discretion.

2.4. Transfer of PO Box rights, etc

Transfers 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 require. The transferee may also be required to pay further fees by Jersey Post.

2.5. Suspension or termination of the PO Box Service

Jersey Post, at its sole discretion, has the right to suspend, terminate or limit the PO Box service at any time. In particular Jersey Post may suspend the PO Box service in relation to any Client at any time if the Client breaches any of the terms of these PO Box Terms & Conditions at any time including, without limitation:

- (a) by failing to notify Jersey Post of any change of geographic address or personal details within the required timeframe;
- (b) by failing to provide Jersey Post with certified copies of updated verification of identity documentation within 30 days of any changes occurring to the documentation originally provided to Jersey Post;
- (c) by failing to maintain residence in Jersey;
- (d) by failing to ensure that Jersey Post has a current list of Connected Entities; or
- (e) by failing to clear a PO Box at least once every month.

2.6. Effect of suspension or termination of PO Box service

If a PO Box service is closed at the request of a Client, all items addressed to that PO Box which are received after the date of closure will either, on receipt of written instruction and payment of any fees due, be subject to the redirection service which is placed or, in the absence of a redirection, will be treated as an undeliverable item. If a PO Box service is closed due to any breach of terms or conditions of use, all items of mail addressed to that PO Box which are received after the date of closure will, at the discretion of Jersey Post, be treated as an undeliverable item, and will then be returned to the sender or disposed of at the discretion of Jersey Post in accordance with the Jersey Post Terms of Business and/or any applicable schemes relating to undeliverable items of mail.

3. Costs

3.1. Charges

The PO Box annual service rental charge for PO Boxes varies according to the class of correspondence delivered through the facility. An administration fee is charged at the time the service is commenced, and is a non-refundable charge. Additional charges may apply relating to additional services or facilities or replacement fees. The charges will be determined by Jersey Post annually and are subject to review at the discretion of Jersey Post.

3.2. Connected entities

A further rental charge is applicable based on the number of Connected Entities using the facility. A schedule of the current charges is available on request. The Client is responsible for submitting with their application form a list detailing the names of the Connected Entities, and attaching the due payment.

3.3. Refunds

No refund will be made in respect of PO Boxes surrendered, suspended or terminated by Jersey Post before expiry of the period of rental. Where the Client wishes to commence renting a PO Box from a date after 1 January, the charges will be applied pro-rata from the beginning of the quarter in which the application is made.

3.4. Liability

The Client of a PO Box will be liable for all expenses for damage and subsequent replacement of any equipment relating to the PO Box, or to the lock or keys thereof, if caused by the Client or any person authorised by the Client or due to the negligence of the Client or any person authorised by the Client.

3.5. Payment

All payments for the PO Box rental must be made within 30 days of invoice. Failure to do so will render the PO Box liable for closure and re-issue to another Client. Payment may not be made by cash.

Methods of payment

- Cheque made payable to: 'Jersey Post Limited'
- Credit card payments enquiries - please call tel: 616625

3.6. Guide to Charges

Jersey Post's standard charges will apply to the PO Box service. Details of charges can be obtained from Jersey Post's website at: www.jerseypost.com or by contacting Customer Services on tel: 01534 616616.

4. Documentary Requirements

4.1. Jersey address

The Client must be resident in Jersey and provide proof of their Jersey geographic contact address in order to qualify for a PO Box. The Client must inform Jersey Post within 7 days should either address change.

4.2. Due diligence documentation required

- In order to comply with Jersey's anti-money laundering legislation, Jersey Post requires verification of the identity of the Client who is applying for the PO Box service and, for business applicants, details of their beneficial owners. Details of the relevant requirements can be obtained from Jersey Post's Customer Services on tel: 01534 616616 and are also set out in the application form.
- Jersey Post reserves the right to perform random checks of the person collecting the items from the PO Box to ensure that the person accessing the PO Box is authorised person by the Client as per the list provided with the application. This is in addition to any authority card tendered by the relevant individual. Such checks will require official proof of identification (such as a driving licence or passport).
- Where an agent is used to service the PO Box facility the Client is responsible for ensuring that Jersey Post is provided with the appropriate due diligence information.

4.3. Changes to address, name etc

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.

5. Other

5.1. Disclosure of PO Box holder details

The PO Box holder's name may, at Jersey Post's discretion, be published periodically in the postcodes directory which will be available to the general public. Jersey Post may disclose the name and Jersey geographic address details of any PO Box holder to any person who makes an enquiry in relation to the same and the Client hereby consents to such disclosure.

5.2. Amendments to Terms and Conditions

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.

6. Business users

The following terms apply to business users of the PO Box service only:

6.1. List of Connected Entities

All business applicants must provide a list of Connected Entities to allow Jersey Post to verify that the correct charges have been applied and to verify the ultimate users of the PO Box service.

6.2. Additional connected entities

Any increase in the number of Connected Entities using the PO Box at any one time must be notified to Jersey Post within 7 days. Jersey Post may also require these additional Connected Entities to comply with its compliance procedures in place at that time as per Jersey Post's Terms of Business.

6.3. Random checking

Jersey Post reserves the right to conduct random checks of all PO Boxes to ensure that the Client has provided Jersey Post with an accurate list of all Connected Entities using the PO Box and any agent. Such random checks may result in the delivery of the mail being delayed, and during that time Jersey Post reserves the right to prevent the Client from obtaining access to any mail which has been delivered to the Client's PO Box on the relevant day.

7. Definitions used in these Terms and Conditions

"Associated Company" means in relation to a body corporate, any body corporate which is a subsidiary or a holding company of that body corporate or a subsidiary of any such holding company and any individual, partnership or other unincorporated association or firm which has direct or indirect control of that body corporate, and any body corporate which is directly or indirectly controlled by any such individual, partnership or other unincorporated association or firm, and means in relation to an individual, partnership or other unincorporated association, any body corporate directly or indirectly controlled by that individual, partnership or other unincorporated association or any partnership of which that individual is a partner or any body corporate of which that individual is a director, shareholder or employee or any trustee of a trust of which that individual is a beneficiary.

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

"Connected Entity" means (1) any Associated Company, or (2) any Named User, or (3) any Subsidiary company, or (4) any business name used by the Client or by any Connected Entity.

"Jersey Post" means Jersey Post Limited of Postal Headquarters, La Rue Grèllier, La Rue Des Pres Trading Estate, St Saviour, Jersey, JE2 7QS of Postal Headquarters, La Rue Grèllier, La Rue Des Pres Trading Estate, St Saviour, Jersey, JE2 7QS (referred to in this Agreement as "Jersey Post" and which expression shall where the context allows include its successors, any assigns and any incorporated body which succeeds Jersey Post and any subsidiary thereof)

"Named User" means any person or entity using the Client's PO Box and not being an Associated Company, including clients and customers of the Client.

"PO Box" means the dedicated physical postal collection device(s) provided by Jersey Post at a location or locations determined by Jersey Post for the private collection of mail from a secure collection facility.

"Subsidiary" has the meaning given to it under Article 2 of the Companies (Jersey) Law 1991.

"Terms and Conditions" means these terms and conditions.

"Terms of Business" means Jersey Post's Terms of Business, as amended from time to time, a copy of which is available at www.jerseypost.com.