

Direct2Home Marketing Terms and Conditions of Service

Direct2Home Terms and Conditions

1. **Definition and interpretation:**
 - a. "Direct2Home" means the distribution of unaddressed printed Promotional Material (and any third party promotional material) to delivery points within a specified geographic area as set out in the Delivery Distribution area of the Service Details, and whose content does no breach current Jersey laws.
 - b. "Promotional Material" means the material that is provided to Jersey Post by the Client.
 - c. "Promotional Material Details" means the 'Promotional Material Details' section of the Statement of Service.
 - d. "Service" means the distribution of Promotional Material by way of Direct2Home, in accordance with the Service Details.
 - e. "Service Details" means the 'Service Details' section of the Statement of Service.
 - f. "Timing Details" means the 'Timing Details' section of the Statement of Service.
 - g. 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. **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 for Direct2Home.
 - c. Jersey Post will deliver Promotional Material in accordance with the Delivery Distribution area set out in the Service Details.
 - d. Promotional Material will be delivered in accordance with normal postal delivery times as set out in the Timing Details. Dates are inclusive.
3. **Service Conditions**
 - a. Jersey Post reserves the right to undertake Direct2Home in respect of 2 or more promotional items, including *one* item of Promotional Material.
 - 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, (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; and (ii) not include postage or postage paid markings.
 - d. The Promotional Material must be between the minimum and maximum dimensions advised to the Client from time to time and must be approved in advance by Jersey Post.
 - e. The Promotional Material must be in accordance with the Promotional Material Details. Any failure to comply with this provision may result in the Mailing Item being refused.
4. **Charges and Payments**
 - a. The Service Charge is as detailed within the Service Details.
 - b. The Client must pay either: (i) the Booking Fee set out in the Service Details; or (ii) full payment of the Service Charge to confirm the booking when the Statement of Service is returned to Jersey Post.
 - c. Full payment of the Service Charge, less any Booking Fee already paid, is required by no later than 17:00hrs on the Payment Due Date set out in the Timing Details. Failure to meet this deadline may result in the cancellation of the Service and forfeiture of the Booking Fee. If no Booking Fee has been paid, Jersey Post will impose a charge equivalent to the Booking Fee to cover its fixed costs.
 - d. Jersey Post will raise an invoice for the Service on the return of this Statement of Service. However, the lack of an invoice does not negate the requirement for full payment before 17:00hrs on the Payment Due Date in the Timing Details.
 - e. A charge equivalent to the Booking Fee will be imposed if the Client: (i) cancels the booking within 3 weeks of the Delivery Start Date set out in the Timing Details; or (ii) fails to meet any conditions relating to the Service.
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 'Return Statement of Service by' date set out in the Timing Details. 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 before the 'Promotional Material Required by' deadline set out in the Timing Details;
 - ii. is delivered with at least the number of items set out in the 'Quantity Required' section of the Promotional Material Details; and
 - iii. is clearly marked with the Client's [Company Name](#), and the [Delivery Start Date](#).
6. **Jersey Post's Rights and Obligations**
Jersey Post shall:
 - a. have the right to cancel 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, offensive or defamatory nature; and
 - c. destroy any residue Promotional Material that is not collected by the Client from Jersey Post within 5 Business Days after the Delivery Finish Date as set out in the Timing Details.
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).

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.