

Special Delivery
Terms and Conditions

Jersey Post Special Delivery Services

1. Where the term "Customer" is used below, it refers to any customer of Jersey Post who purchases the services branded as "Special Delivery 9.00am" and/or "Special Delivery Next Day" from any post office, sub-post office or other outlet in Jersey operated by or on behalf of Jersey Post. Jersey Post uses the Special Delivery service provided by Royal Mail in order to provide these services to Customers sending items to the UK or other Channel Islands.
2. The attached conditions (ie. the "Royal Mail general terms and conditions" and the "Royal Mail specific terms for Special Delivery Services") apply between Jersey Post and the Customer in relation to the services branded as "Special Delivery", so that Jersey Post has both:
 - the burden of the obligations undertaken by "Royal Mail" or "us"
 - the benefit of (including the rights, protections, exclusions from and limits of liability) afforded to "Royal Mail" or "us"under the attached conditions, but subject to the exceptions outlined below.
3. Similarly, the Customer has the benefit afforded to, and the obligations undertaken by, the party referred to as "you" under the attached conditions, but subject to the exceptions outlined below.
4. For the avoidance of doubt, the attached conditions do not and are not intended to create a contractual relationship between the Customer and Royal Mail. The Customer's contract for the services branded as "Special Delivery" and purchased from any post office, sub-post-office or other outlet operated by or on behalf of Jersey Post, is with Jersey Post. All the Customer's rights and liabilities under that contract are rights against and liabilities to Jersey Post and not Royal Mail.

This is the case whether or not the Customer has an account with Royal Mail or with Jersey Post. The provision in clause 1.3 of the Royal Mail general terms and conditions which states that, for such terms and conditions to apply, you must have an account with Royal Mail, is excluded from and does not apply to the contract between the Customer and Jersey Post. Clause 6.2 of the Royal Mail general terms and conditions, which states that we will set up an account with you for postage is also excluded from and does not apply to the contract between the Customer and Jersey Post.

5. Please also note that the contract between Jersey Post and the Customer on the attached terms is subject to the following exceptions:

- (i) The Royal Mail "charges sheet" (referred to in the Royal Mail specific terms for Special Delivery Services) and/or the Royal Mail "rate card", "operational terms" and "account terms" (referred to in the Royal Mail general terms and conditions) do not apply to the Customer purchasing Special Delivery services from Jersey Post. Jersey Post has its own "Jersey Post Group Miscellaneous Pricing Guide" which is available from Jersey Post on request. The Jersey Post Group Miscellaneous Pricing Guide which is current at the time the Customer purchases the Special Delivery services specifies the price payable by the Customer to Jersey Post for the Special Delivery services. However, where the attached terms and conditions state that a surcharge or an additional charge will or may be payable by the Customer, and that surcharge or additional charge is not specified in the Jersey Post Group Miscellaneous Pricing Guide, Jersey Post will be entitled to apply the surcharge or additional charge specified or referred to in the attached terms and conditions.

- (ii) Any additional terms and conditions set out in the Jersey Post Group Miscellaneous Pricing Guide, and stated to apply to Special Delivery services, are incorporated into and shall apply to the contract between the Customer and Jersey Post.

- (iii) Without prejudice to the generality of paragraph (ii) above, clause 5.5 of the Royal Mail specific terms for Special Delivery Services is amended so that, under the contract between Jersey Post and the Customer, Jersey Post can vary the charges on giving 21 calendar days' notice (rather than the 30 days stated in clause 5.5).

- (iv) The provisions of the attached conditions in relation to compensation for loss of or damage to any mailing item (including clauses 7.1 to 7.3 of the Royal Mail general terms and conditions and clauses 6.1 and 6.4 of the Royal Mail specific terms for Special Delivery Services) are excluded from the contract between Jersey Post and the Customer and do not apply in relation to any items. Compensation available to the Customer in the event of loss of or damage to any mailing item is governed by the "Jersey Post Group Consumer Code of Practice" which is available on the Jersey Post website or in hard copy from Jersey Post upon request. The Jersey Post Group Consumer Code of Practice is incorporated into the contract between Jersey Post and the Customer and Jersey Post does not have any liability to the Customer in respect of loss of or damage to a mailing item other than its liability to compensate the Customer in accordance with that document.

- (v) The provisions of the attached conditions in relation to compensation for delay or failure to deliver by the delivery time (including clause 7.4 of the Royal Mail general terms and conditions and clauses 3.1 and 6.2 and 6.6 of the Royal Mail specific terms for Special Delivery Services), are excluded from the contract between Jersey Post and the Customer and do not apply in relation to any items other than items which consist entirely of documents. For the avoidance of doubt, Jersey Post does not guarantee that it will deliver items (other than items which consist entirely of documents) by the delivery time and no compensation is available to the Customer in the event of delay or failure by Jersey Post to deliver such items by the delivery time. However, the conditions in relation to compensation for delay or failure to deliver by the delivery time are not excluded, and do apply, in relation to items consisting entirely of documents

- (vi) The provisions of the attached conditions in relation to consequential loss compensation in the event of delay by Jersey Post (including clauses 6.3 and 6.5 of the Royal Mail specific terms for Special Delivery Services) are excluded from the contract between Jersey Post and the Customer and do not apply. For the avoidance of doubt, no consequential loss compensation is available to the Customer in the event of delay or failure by Jersey Post to deliver items by the delivery time.

- (vii) Clauses 1.2, 1.5 and 1.6 of the Royal Mail general terms and conditions are amended so that this cover-sheet forms part of the agreement between Jersey Post and the Customer, and so that, where the provisions of this cover-sheet conflict with the attached terms and conditions, the provisions of this cover-sheet shall take precedence and prevail.

- (viii) For the avoidance of doubt, clauses 3.12 and 3.15 of the Royal Mail general terms and conditions allow Jersey Post to deal with an item which is undeliverable and/or un-returnable (for the reasons set out in those clauses) in any way it feels appropriate, including by destroying the item if it has not been claimed after 21 days. For the avoidance of doubt, Jersey Post may or may not exercise its right pursuant to clause 3.13 to open the item to look for a return address before destroying the item; Jersey Post is under no obligation to open an item to look for a return address first.

- (ix) Clause 11 of the Royal Mail general terms and conditions, relating to the Freedom of Information Act 2000, is excluded from the contract between Jersey Post and the Customer and does not apply. This is a UK Act of Parliament and does not apply in Jersey.

- (x) Clause 12 of the Royal Mail general terms and conditions and clause 8.1 of the Royal Mail specific terms for Special Delivery Services form part of the contract between Jersey Post and the Customer, except that the intellectual property in Royal Mail's trademarks and in documents, materials and property provided to the Customer in connection with this agreement may belong to Royal Mail. However, the Customer's obligations and contractual liability to Jersey Post pursuant to these clauses shall apply equally in respect of intellectual property which is owned by Royal Mail or Jersey Post.

 - (xi) Clause 17.4 of the Royal Mail general terms and conditions, relating to the governing law, is excluded from the contract between Jersey Post and the Customer and does not apply. Instead, the contract between Jersey Post and the Customer shall be governed by the laws of Jersey and both parties submit to the non-exclusive jurisdiction of the courts of Jersey.

 - (xii) Clause 18 of the Royal Mail general terms and conditions, relating to complaints, is excluded from the contract between Jersey Post and the Customer and does not apply. Customer complaints should be sent to Jersey Post.

 - (xiii) Clauses 4.7 to 4.12 (inclusive) of the Royal Mail specific terms for Special Delivery Services and clause 4.4 of the Royal Mail general terms and conditions, which relate to "forecasting" are excluded from the contract between Jersey Post and the Customer and do not apply. To the extent that Jersey Post wishes to establish forecasting requirements as part of its contract with the Customer, these will be agreed in writing with the individual Customer concerned.

 - (xiv) Clause 4.5.8 of the Royal Mail general terms and conditions, relating to the loading of vans, is excluded from the contract between Jersey Post and the Customer and does not apply.
6. Jersey Post has the right to amend the terms on which it offers the "Special Delivery 9.00am" and/or "Special Delivery Next Day" services to its Customers at any time. The terms which apply between Jersey Post and the Customer are the terms which are stated by Jersey Post to apply to these services at the time the Customer purchases the service.

RM General T&Cs:

3.13 - Jersey Post has a policy of not opening mail, if it cannot be identified externally it will be kept for 21 days and if, after that time it is not claimed, it will be destroyed.



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