

Jersey Post business redirection of mail terms and conditions

1. 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.

“**Application Form**” means the application form for the Service.

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

“**Jersey Post**” means Jersey Post Limited of Postal Headquarters, La Rue Grèllier, La Rue Des Pres Trading Estate, St Saviour, Jersey JE2 7QS and which shall, where the context allows, include its successors and any assigns.

“**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 Associated company, Named User or any Subsidiary company,

“**Named User**” means any person or entity obtaining the benefit of the Service on behalf of the Client and not being an Associated Company, including clients and customers of the Client.

“**Service**” means the Redirection of Business Mail Service.

“**Subsidiary**” means 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, a copy of which is available at www.jerseypost.com, as amended from time to time.

2. Using the Redirection of Business Mail Service

Application Form

Completion of the Application Form by the Client indicates agreement by the Client with these Terms and Conditions. Jersey Post has the right to refuse any application for the Service. All addresses must be correct and contain the correct postcode- for full and correct address details please contact the Business Relations Team on 616617 or email business@jerseypost.com.

Service and period of redirection

Jersey Post will commence the Service on the ‘Start Date’ set out in section 3 of the Application Form. Correctly addressed mail will be redirected to the “New Address” set out in section 2 of the Application Form. Mail which is not correctly addressed may not be redirected. Mail will be redirected for the period indicated in the Application Form.

The maximum period for redirection of mail is 2 years.

Delay of redirected mail

Due to the additional operational burden associated with the Service, redirected mail may be delayed for up to 24 hours and Jersey Post has no liability for any delay as a result of the Service.

Authority to redirect mail

The Client acknowledges that it is a criminal offence to redirect or attempt to redirect mail without the authority of the addressee. Jersey Post will refer any suspected unauthorised redirection to the appropriate authorities.

Client’s compliance

The Client will ensure that the use of the Service complies with:

- Jersey Post’s Terms of Business and any schemes and conditions for provision of the Service; and
- 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.

3. Variation of the Service

Mail Jersey Post cannot redirect

Jersey Post cannot redirect the following types of mail:

- mail addressed to an individual personally at a business address. The only exceptions to this are if the individual is a sole trader or if the entire business is moving.
- Special Delivery and Recorded Delivery items when the redirection address is outside the UK or Channel Islands. Please note that any redirection of Special Delivery or Recorded Delivery items within the UK or Channel Islands will not meet any delivery time guarantee which may have originally been placed on the relevant item and Jersey Post has no liability in that respect. Jersey Post will return non-deliverable items to the sender.

- mail on which the sender indicates that the mail is not to be redirected.
- items delivered to your old address by other delivery services and courier companies.
- mail relating to part of a business only (by way of example only: if the main business is staying at one location but a department is moving elsewhere).
- mail which is not correctly addressed.

Correct form of addressee

If a business operates from a household address, Jersey Post will only redirect mail relating to that business if the relevant item bears the name of the business listed on the Application Form; otherwise the relevant item will be delivered as addressed.

Where the addressee’s name on an item of mail is deemed by Jersey Post, at its sole discretion, to be ‘questionable’, Jersey Post has the right to deliver the item as addressed. ‘Questionable’ addressee details include, without limitation, where the addressee’s name is a nickname, abbreviation or unrecognised trading name or where it is unclear whether an item is intended for the addressee notified on the Application Form.

Redirecting from a PO Box

Jersey Post will only redirect from a PO Box which has been closed and for a period not exceeding 6 months. However, Jersey Post has the right to defer redirection until agreement from any relevant external authorities has been sought. Jersey Post will not redirect mail from a PO Box to another PO Box (but, to avoid doubt, will redirect from a physical address to a PO Box). Suspension or termination of the Service Jersey Post, at its sole discretion, has the right to suspend, terminate or limit the Service at any time. In particular, Jersey Post may suspend or terminate the Service in relation to any Client at any time if the Client breaches any of the terms of these Terms & Conditions.

Cancellation of the Service

Any cancellation of the Service by the Client must be made in writing and be signed by all relevant parties, including someone who is authorised to legally bind the business and, where applicable, any Connected Entity. Jersey Post has the right to require verification of such authority.

4. Costs

Charges

The charge for the Service varies according to the duration of redirection, the redirection destination and the number of different Connected Entities involved. The charges will be determined by Jersey Post annually and are subject to review at the discretion of Jersey Post.

Payment

All payments for the Service must be made at the time of application. Jersey Post will not commence any redirection unless and until payment has been made in full and funds have cleared in respect of such payment.

Refunds

No refund will be made in respect of a cancellation of the Service by Jersey Post as a result of a breach of these Terms and Conditions by the Client. As the Client chooses the initial period of redirection, no refund will be made where the Client wishes to cancel the Service prior to the date on which the Services are scheduled to end. Any other refund will be entirely at Jersey Post’s discretion.

5. Other

Personal information

By requesting the Service, you hereby authorise Jersey Post to collect, process and store the personal information requested in the Business Redirection Service Application Form and to disclose it to parties who are required to know for the purpose of providing the Service, including any parties related to Jersey Post. Jersey Post is required to comply with data protection legislation applicable in Jersey.

Due diligence documentation required

Jersey Post requires verification of the identity of the Client who is applying for the Service as set out in section 6 of the Application Form. Jersey Post may also require verification as to the authority of the Client to bind the relevant business and, where applicable, any Connected Entities. The Client must ensure that, in the event of any change to the information contained in such documents, the Client will provide Jersey Post with new documents recording such changes within 30 days of such changes occurring.

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 these Terms and Conditions and the Client will forfeit all rights by a failure to comply with all or any of these Terms and Conditions.

For further information, please contact the Business Relations team on 616617 or email business@jerseypost.com.