Terms of Business

Effective 1 November 2026

(the "**Terms of Business**") apply to such Services as may be provided from time to time by Jersey Post to its Clients as more fully described in each Statement of Service. In the event of any inconsistency between the Terms of Business and the Statement of Service, the Statement of Service shall prevail.

1.**Definitions and Interpretation**
1.1. Unless the context otherwise requires, the following words and expressions shall have the meaning respectively assigned to them below:

"**Account Information Form**" means the form provided by Jersey Post to the Client which must be completed by the Client with the Clients account details and contact information;

"**Business Day**" means any day that is not a Saturday or Sunday or Jersey Bank or Public Holiday;

"**Charges**" means all the terms, including "**Postage Rate**" or "**Rates**" or "**Service Charges**" and matters relevant to the price or prices for which the Service will be provided by Jersey Post set out in the Statement of Service;

"**Client**" means any person or persons to whom Services are or are to be provided by Jersey Post and includes beneficial owners, officers and employees of any such person and in the case of more than one person means such persons jointly and severally and shall include
the survivor or survivors of them and, in the case of a company or other body corporate, shall include its successors or assigns;

"**Delivery Time Scale**" means the times detailed in the Statement of Service;

"**Document**" includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

"**End Date**" means the date specified in the Statement of Service for each Service provided, if any;

"**Initial Requirements**" means those facts features and circumstances set out in the Statement of Service relating either to the Client or to the goods in respect of which Jersey Post has agreed to provide the Services (or to both);

"**Input Material**" means any Documents, Mailing Items, stationery or other materials, data or other information provided by the Client and relating to the Service;

"**Jersey Post**" means Jersey Post Global Limited (company number 117463) of Postal Headquarters, La Rue Grèllier, La Rue Des Pres Trading Estate, St Saviour, Jersey, JE2 7QS and which expression shall where the context allows include its successors, any assigns and any incorporated body which succeeds it and any subsidiary thereof;

"**Legislation**" means the Postal Services (Jersey) Law 2004 and any subsequent postal laws and any regulations or other subsidiary legislation made thereunder or orders subordinate thereto or any primary and subordinate legislation coming into force by way of amendment or in replacement thereof from time to time;

"**Mailing Items**" means items delivered or agreed to be delivered to Jersey Post for onwards transmission via the postal system or other relevant delivery system;

"**Output Material**" means any Documents, Mailing Items, stationery or other materials, data or other information relating to the Services provided by Jersey Post;

"**Relationship Manager**" or "**Client Sales Representative**" means the person within Jersey Post or its subsidiaries nominated from time to time to be the Client's principal point of contact in relation to the Statement of Service;

"**Restricted Information**" means any information which is disclosed to either Jersey Post or the Client by the other or by any agent or employee of the other in relation to or in the course of the provision of the Services or as required by the Terms of Business or the Statement of Service;

"**Schemes**" means any scheme(s) issued by Jersey Post pursuant to the Legislation from time to time;

"**Service**" means the service to be provided by Jersey Post to the Client and described in the Statement of Service or such other documentation as may be applicable, and "Services" shall be construed accordingly; and

"**Statement of Service**" means the statement signed by the Client setting out the Service to be provided by Jersey Post to the Client.

1.2. Unless the context otherwise requires:

1.2.1. the masculine shall include the feminine and vice versa;
1.2.2. words importing the singular shall include the plural and vice versa;

1.2.3. any reference in the Terms of Business to 'writing' or like expressions includes reference to email;

1.2.4. references to Clauses are to clauses hereof;

1.2.5. the Schedules to the Statement of Service form part of the Statement of Service and shall have the same force and effect as if expressly set out in the body of the Statement of Service. Any reference to the Statement of Service shall include the Schedules. To the extent that there is a conflict between the terms set out in the body of the Statement of Service and the terms of any Schedule, the terms set out in the body of the Statement of Service shall take precedence;

1.2.6. the words "such as", "for example", "including" and similar expressions are not used as nor are intended to be interpreted as words of limitation;

1.2.7. references to any legislation are references to that legislation as amended, consolidated, supplemented or replaced and include references to regulations, orders and other instruments under it; and

1.2.8. clause headings are used for convenience only and shall not affect the interpretation hereof.

2. **Variation**
2.1. Jersey Post, acting reasonably, may from time to time as it thinks fit amend, vary or add to the Terms of Business and will, as soon as practicable, give notice of such variation in writing to the Client signed by a duly authorised officer of Jersey Post.

2.2. Jersey Post, acting reasonably, may from time to time as it thinks fit amend vary or add to the Statement of Service including the Charges and the Service and will as soon as practicable give notice of such variation in writing to the Client signed by a duly authorised officer of Jersey Post. If the Client does not accept such

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variation, it may within one week of the date of Jersey Post's notice give one month's notice to Jersey Post to terminate the relevant Service. In these circumstances, the Client will remain liable for all charges up to and including the date of termination.

2.3. Save as herein expressly provided no servant or agent of Jersey Post shall have the authority to agree any amendment, variation or addition to the Terms of Business. Any representation or warranty so made is of no force or effect unless made in accordance with this clause.

3. **The Service**
Subject as hereinafter appears, Jersey Post shall provide and the Client agrees to purchase the Service for the Charges, in accordance with the Delivery Time Scales until terminated by either party in accordance with the termination provisions set out in clause 15 of these Terms of Business or the End Date, whichever may be the sooner.

4. **Marketing**
4.1. By accepting the Terms of Business the Client shall allow Jersey Post to arrange for and/or to send to the Client advertising and promotional material relating to other Jersey Post services or products or third party products or services as chosen by Jersey Post.

4.2. The Client may withdraw such permission as given above in clause

4.1 by notifying Jersey Post at the address herein stated in clause 14.

5. **Confidentiality**
5.1. Except as provided by sub-clauses 5.2 and 5.3 Jersey Post and the Client shall at all times:

5.1.1. keep all Restricted Information confidential and accordingly not disclose it to any other person; and

5.1.2. not use any Restricted Information for any purpose other than the performance of the obligations under the Terms of Business and/or the Statement of Service.

5.2. Any Restricted Information may be disclosed by either Jersey Post or the Client to:

5.2.1. any States or other authority or regulatory body;

5.2.2. any of their employees who need to know such Restricted Information; and/or

5.2.3. any duly authorised employee of the other of them or of the aforementioned bodies to such extent only as is:

5.2.4. ordered by the Royal Court;

5.2.5. necessary for the purposes contemplated by the Terms of Business and/or the Statement of Service; or

5.2.6. required or permitted by law, regulation or order and subject in each case to Jersey Post and the Client using their best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purpose for which the disclosure is made.

5.3. Any Restricted Information may be used by Jersey Post and the Client for any purpose or disclosed by Jersey Post and the Client to any other person to the extent only that:

5.3.1. it is at the date hereof or hereafter becomes public knowledge through no fault of the party making disclosure provided that in doing so such party shall not disclose any Restricted Information which is not public knowledge; or

5.3.2. it can be shown by the party making disclosure to the reasonable satisfaction of the other party to have been known to the disclosing party prior to it being disclosed by the other of them, and that the party making such disclosure was therefore entitled to do so.

6. **Suspension of the Service**
6.1. Jersey Post may (without prejudice to any other right or remedy which it may have against the Client) suspend, limit or cancel the Service to the Client without penalty and with immediate effect:

6.1.1. during any technical failure, modification or maintenance to the Service or where it is unable to provide the Service for reasons beyond its control or otherwise for reasons not its fault provided that Jersey Post will use its reasonable endeavours to procure resumption of the Service as soon as reasonably practical; and/or

6.1.2. if the Client fails to observe or perform the Terms of Business and/or the Statement of Service.

6.2. Notwithstanding any suspension of the Service under this clause the Client shall remain liable for all Charges throughout the period of suspension unless Jersey Post at its sole discretion determines otherwise.

7. **Payment**
7.1. The Client shall pay the Charges detailed in the Statement of Service and any additional sums which are agreed between Jersey Post and the Client for the provision of the Service and which are set out in the Statement of Service.

7.2. The Client shall pay any reasonable additional sums and expenses incurred by Jersey Post in providing the Service which, in Jersey Post's reasonable opinion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material, the late delivery of the Input Material or any other cause attributable to the Client. Jersey Post shall notify the Client as soon as reasonably practicable where incomplete instructions are provided and in every case shall use its reasonable endeavours to mitigate against any additional expenses.

7.3. Jersey Post shall be entitled to vary the Charges from time to time by giving not less than one month's written notice to the Client. If the Client does not accept such variation, it may within one week of the date of Jersey Post's notice give one month's written notice to Jersey Post to terminate the Service. In the circumstances, the Client will remain liable for all charges up to and including the date of termination.

7.4. Jersey Post shall invoice the Client following the completion of the Service or the end of each month in which the Service is provided, unless otherwise stated in the Statement of Service.

7.5. The Charges and any additional sums payable shall become due and payable by the Client on the date which is 30 days after:

7.5.1. where Jersey Post issues a statement setting out a summary of the Services provided in the previous month ("**Month End Statement**"), the date of that Month End Statement. To avoid doubt, Jersey Post will notify the Client where such a Month end Statement is to be issued;

7.5.2. where no Month End Statement is issued, the date of the relevant invoice, (each, respectively, the **Due Date**"). For the avoidance of doubt, there are no further credit terms relating to amounts owed to
Jersey Post unless they have been otherwise agreed in writing between Jersey Post and the Client.

7.6. If payment is not made by the Due Date, Jersey Post shall be entitled, without limiting any other rights or remedies it may have, to:

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7.6.1. cancel or suspend provision of all or any Services;

7.6.2. set off any assets (be they in cash form or otherwise) held for or on behalf of the Client against the amount due under the invoice; and

7.6.3. apply and charge interest on the outstanding amount at the rate of 3% per annum above the Bank of England base rate in force from time to time, from the Due Date until the outstanding amount is paid in full (the "**Default Interest**"), irrespective of whether the date of actual payment occurs before or after any judgement or award is made in respect of the same. Jersey Post will not charge interest on the Default Interest; and

7.6.4. charge the Client for the costs of recovering any debt and the Client indemnifies Jersey Post in respect of such costs.

7.7. Payments by the Client may be made by any of the methods set out in the invoice.

7.8. If for any reason the Client is unable to pay the amount as invoiced in full by the Due Date, the Client must inform the Jersey Post Director of Finance in writing immediately, but in no circumstances later than the Due Date, after which Jersey Post reserves the right without further notice to invoke clause 7.6 above.

7.9. In the event of a dispute existing in relation to payment of a particular invoice:

7.9.1. such dispute shall not in any way affect the liability of the Client to make payment in respect of any other invoice as it falls due; and

7.9.2. the Client shall not be entitled to any right of set-off in relation thereto.

7.10. Jersey Post has the right to:

7.11. impose a credit limit on the Client and will notify the Client of the same. Further, Jersey Post may require the Client enter into a credit agreement with Jersey Post in respect of the same and the Client agrees to do all things reasonably necessary to effect the same; and

7.12. require security from the Client and the Client will do all such things to enable the same to be effected. Each of Jersey Post and the Client will be liable to pay their own bank's charges in respect of the setting up of such security.

8. **The Client's Obligations**

By entering into the Statement of Service, the Client is undertaking and covenanting that:

8.1. it accepts all of the Terms of Business and the Statement of Service and will promptly notify Jersey Post of any changes in circumstances which may affect the Terms of Business or the Statement of Service;

8.2. it will provide Jersey Post with certified true and up to date copies of documents on request in order for Jersey Post to carry out due diligence and know your client procedures and, in the event of any change to the information contained in such documents, provide Jersey Post with new documents recording such changes within 30 days of such changes occurring;

8.3. it will where applicable ensure that all items presented for collection or processing by Jersey Post conform to all statutory requirements and guidelines of all relevant authorities including the Proceeds of Crime (Jersey) Law, 1999, the Drug (Jersey) Law, 1998, the Drug Trafficking (Miscellaneous Provisions) (Jersey) Law, 1996, the Money Laundering (Jersey) Order, 1999 or any other legislation in force in Jersey at any time concerning money laundering or any other legislation in force in Jersey from time to time;

8.4. it will, where applicable, obtain and pay for all necessary licences, certificates of origin and any other requisite documents and pay for all taxes duties and charges applicable to such items necessary to comply with all applicable legal requirements and Her Majesty's Customs regulations;

8.5. it will ensure the reasonable accuracy of all data and Documents provided to Jersey Post, whether in relation to these Terms of Business or otherwise;

8.6. in the event of absence or material inaccuracy of any calculation of the number of Mailing Items or any other items for collection or processing, it will pay to Jersey Post such reasonable charges as may be levied by Jersey Post for establishing such a calculation;

8.7. it will comply with Jersey Post's reasonable requirements thereafter in respect of times by which and the manner in which items shall be made available to Jersey Post;

8.8. it will, where appropriate, ensure the efficient and secure packaging and protection of items in accordance with the general terms and conditions of postage;

8.9. it will comply where applicable with all labelling, addressing and sortation formalities set out the Statement of Service;

8.10. it will provide Jersey Post in writing with such details as are necessary to enable Jersey Post both to identify and to maintain contact and liaison with persons authorised to represent the Client and who have knowledge sufficient to provide such information relating to the Client's use of the Services as Jersey Post may reasonably require from time to time; and

8.11. it will comply with the requirements of the Civil Aviation Authority regarding the carriage of Dangerous Goods and will declare any dangerous goods prior to them entering the postal system.

8.12 The Client represents and warrants that:

8.12.1 all information and data supplied in relation to Mailing Items shall be correct, accurate, complete, valid and not misleading;

8.12.2 all declared values in relation to Mailing Items shall be correct, accurate and not misleading;

8.12.3 product descriptions shall correctly and accurately describe the Mailing Items being transmitted and not be misleading;

8.12.4 all customs-related information supplied in relation to Mailing Items shall be correct, accurate, complete, valid and not misleading;

8.12.5 the Client has the right to provide all such above-mentioned information to Jersey Post;

8.12.6 the Client shall immediately notify and/or update Jersey Post of any material change or required update affecting any of the above-mentioned information previously supplied;

8.12.7 the Client possesses all rights necessary to transmit the relevant Mailing Items;

8.12.8 the Client shall grant to Jersey Post (and/or a relevant third party as required by Jersey Post) all authorisations, declarations, powers of attorney, representation documents, consents, acknowledgements and mandates necessary to enable customs representation in accordance with all applicable laws, regulations, governmental orders, administrative requirements, customs requirements, implementing measures, guidance and/or other legal requirements (including but not limited to in respect of PDDP (Postal Delivered Duties Paid) customs representation and/or any IOR (importer of record) requirements and/or contracts);

8.12.9 the Client has the right to grant all such above-mentioned authorisations, declarations, powers of attorney,

representation documents, consents, acknowledgements and mandates and that the same shall remain valid, effective and enforceable for the purpose granted;
8.12.10 the Client shall immediately notify and/or update Jersey Post of any material change or required update affecting any of the above-mentioned granted authorisations, declarations, powers of attorney, representation documents, consents, acknowledgements and/or mandates;
8.12.11 the Client shall immediately notify Jersey Post if it becomes aware that any of the above-mentioned granted authorisations, declarations, powers of attorney, representation documents, consents, acknowledgements and or mandates has been revoked, suspended, expired or otherwise become materially ineffective;
8.12.12 the Client accepts the PDDP (Postal Delivered Duties Paid) customs representation framework; and
8.12.13 where an IOSS (Import One-Stop Shop) number has been provided by or on behalf the Client, the Client holds a valid IOSS registration;
8.12.14 the Client shall promptly provide Jersey Post with any information that Jersey Post requires in respect of the Mailing Items;
8.12.15 all applicable and required VAT and/or other sales tax has been collected on and/or in respect of the Mailing Items.

8.13 The Client shall remain solely responsible for:
8.13.1 the accuracy and completeness and validity of information and data supplied by or on behalf of the Client;
8.13.2 compliance of the Mailing Items with applicable laws and regulations;
8.13.3 customs liabilities arising from incorrect, inaccurate, incomplete, invalid, misleading or late information or data supplied by or on behalf of the Client; and
8.13.4 customs penalties, fines, duties, taxes, assessments or other charges resulting from incorrect, inaccurate, incomplete, invalid, misleading or late information or data supplied by or on behalf of the Client.

8.14 The Client shall indemnify and hold harmless Jersey Post (and any third party representative, customs representative, customs broker, customs agent, contractor, sub-contractor, affiliate and/or other third party involved in the processing of Mailing Items), on demand, against any customs duty, customs claims, VAT or other tax, losses, liabilities, damages, charges, penalties, fines, assessments, costs (including legal fees), expenses and interest arising out of:
8.14.1 any breach by the Client of 8.12;
8.14.2 incorrect, inaccurate, incomplete, invalid, misleading or late data or information supplied by or on behalf of the Client;
8.14.3 any violation of any applicable laws, regulations, governmental orders, administrative requirements, customs requirements, implementing measures, guidance and/or other legal requirements by the Client; and
8.14.4 any claim by a governmental or customs authority attributable to information supplied by or on behalf of the Client.

8.15 The Client shall indemnify and hold harmless Jersey Post (and any third party representative, customs representative, customs broker, customs agent, contractor, sub-contractor, affiliate and/or other third party involved in the processing of Mailing Items), on demand, against any and all customs duty and/or customs claims arising out of or resulting from or attributable to the Mailing Items.

8.16 The Client shall indemnify and hold harmless Jersey Post (and any third party representative, customs representative, customs broker, customs agent, contractor, sub-contractor, affiliate and/or other third party involved in the processing of Mailing Items), on demand, against any and all VAT and/other tax chargeable on and/or in respect of the Mailing Items.

9. **Jersey Post's Obligations**
By providing the Service, Jersey Post agrees that it will:

9.1. diligently carry out and perform the Services at the Charges until the End Date in the absence of Force Majeure;
9.2. employ competent and properly-skilled personnel and maintain a proper system of work in the provision of the Service;

9.3. maintain efficient liaison with the Client to assist in the effective provision of the Service and the timely communication and transfer of information provided for in the Statement of Service;

9.4. ensure that the quality and standard of provision of the Service complies with the Legislation and with data protection legislation and any relevant treaty or directive to which Jersey Post may be party or subject insofar as they may relate to provision of the Service; and

9.5. comply with any applicable legislation, regulation or order relating to the obtaining, processing and storing of data, whether relating to its customers or otherwise. Jersey Post's privacy policy is available on its website at: www.jerseypost.com.

10. **Assignment**
10.1. The Client may not assign the Statement of Service.

10.2. Jersey Post shall have the right to assign any and/or all of its rights and/or obligations under the Terms of Business and the Statement of Service to any subsidiary or associated company established by Jersey Post or any successor entity carrying out substantially the same operations as Jersey Post.

10.3. Jersey Post reserves the right to assign all or part of the Service to any person and/or to subcontract any of its obligations hereunder upon giving 28 days' notice to the Client. Jersey Post will use its reasonable efforts to ensure that any such third party can meet those obligations prior to such assignment or subcontracting.

11. **Exclusion, Limitation of Liability and Indemnities**
11.1. The following provisions set out Jersey Post's entire liability (including any liability for the acts and omissions of its employees officers agents and subcontractors) to the Client in respect of any breach of the Terms of Business and/or the Statement of Service, misrepresentation, tortious act or omission including negligence or otherwise arising under or in connection with the provision of the Service. **The Client's attention is in particular drawn to these provisions.**

11.2. Jersey Post does not exclude or restrict liability for death or personal injury resulting from its own negligence. Trafficking Offences.

11.3. Except to the extent provided in the Schemes, the applicable Statement of Service or any other Document or agreement and except as otherwise expressly agreed in writing by Jersey Post and the Client, Jersey Post shall not be liable to the Client or to any other person for any loss or damage whatsoever and howsoever caused arising directly or indirectly in connection with the provision of the Service except as provided in 11.2 above. Whilst Jersey Post will use its reasonable endeavours to maintain the quality of the Service and to ensure that the Service is available at all times, it makes no representation or warranty in relation thereto.

11.4. Without prejudice to the generality of 11.2 or 11.3, Jersey Post shall not be liable to the Client or to any other person for:

11.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of the Service (and without prejudice to the generality of the foregoing and 11.2, Jersey Post shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 5 days);

11.4.2. any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or

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consequential loss (including loss or damage to data, equipment or property even if in the care, custody or control of Jersey Post) whether direct, indirect, foreseeable or unforeseeable;

11.4.3. any use of the Service by or activities of the Client, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name), infringe obscenity laws, constitute threats, are in any way defamatory, are illegal or give rise to any liability in any way;

11.4.4. any delay or default in the delivery of any item or any loss or damage to any Mailing Item;

11.4.5. any delay or default which may arise from the presence or existence of any abnormal factors or conditions which may materially impinge on the ability of Jersey Post to fulfil its obligations under the Terms of Business and/or the Statement of Service;

11.4.6. any delay or default or any loss of or damage to any item occasioned by the exercise by States of Jersey Department for Customs and Immigration, HM Revenue and Customs or other body of any statutory powers to inspect, detain, confiscate, destroy or otherwise howsoever interfere with such item; and/or

11.4.7. any costs associated with replacement or re-imbursement of any costs arising from loss or damage for any Mailing Item.

11.5. Where the Client has opted to insure a Mailing Item through a third party (for example Royal Mail) in circumstances where such Mailing Item is lost, damaged or undelivered, all claims for loss, damage or non-delivery must be made against such third party.

11.6. Unless specified in relation to a particular Service, Jersey Post is not responsible for maintaining any insurance cover of any nature to cover any loss by the Client or any other party arising from the provision or unavailability of the Service or otherwise and any such insurance cover shall be the responsibility of the Client.

11.7. If any exclusion or limitation of liability contained in this clause is invalid and Jersey Post becomes liable for any loss or damage, Jersey Post's liability shall be limited to the average maximum amount of Jersey Post's Charges, excluding postage charges, for the provision of the Service for any 3 month period for any one event or series of events.

11.8. Jersey Post has no liability in respect of all and any loss or damage incurred or suffered by the Client in consequence of any delay or default attributable to or resulting from the failure by the Client to meet any of its obligations described in the Statement of Service or the Terms of Business.

11.9. Each provision of this clause shall operate independently of each other provision of this clause.

11.10. The Client shall indemnify Jersey Post and hold Jersey Post harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against Jersey Post by any third party located in any jurisdiction arising from any use of the Service provided to the Client (by either the Client or any other party) constituting any unlawful act or otherwise giving rise to any liability. The Client shall immediately notify Jersey Post in writing of any such claims of which it becomes aware. The Client shall offer all reasonable assistance to Jersey Post in defending such claims at the sole expense of the Client.

12. **Force Majeure**

12.1. For the purposes of the Terms of Business the expression "Force Majeure" shall mean any cause affecting the performance by Jersey Post or the Client of its obligation hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including governmental or States' acts or regulations, fire, flood, inclement weather or any disaster or an industrial dispute affecting the provision of Services. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its officers, contractors, sub-contractors, agents, servants or employees.

12.2. Neither Jersey Post nor the Client shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages or abatement of payments whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, Jersey Post and the Client shall use all reasonable endeavours to continue to perform or resume performance of their obligations hereunder for the duration of such Force Majeure event.

12.3. If either of Jersey Post and the Client shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall use all reasonable efforts to notify the other of such circumstances, whether any action can or will be taken to mitigate the effects of the same, and to provide an estimate of the period for which such event is likely to continue.

12.4. For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

13. **Entire Agreement**

These Terms of Business and the Statement of Service constitute the entire agreement between Jersey Post and the Client, and, save for any confidentiality agreements entered into between Jersey Post and the Client, supersede any previous agreement or understanding in respect of the subject matter hereof and may not be varied except in writing between Jersey Post and the Client. All other terms, express or implied by statute (where possible) or otherwise, are excluded to the fullest extent permitted by law.

14. **Notices**

14.1. Any notice or other communication required to be given or served for the purposes of the Terms of Business and/or the Statement of Service except where otherwise provided shall be in writing and shall be deemed to have been duly given and served if sent by post, facsimile or delivered by hand. Notices shall be deemed received:

14.1.1. 48 hours after posting;

14.1.2. at midday the Business Day after a facsimile is transmitted; and/or

14.1.3. 2 working hours after it is delivered by hand. For the purposes of this clause, working hours are 0900-1700 hours on a Business Day.

14.2. The Client's address for correspondence shall be the contact address as specified in the completed Account Information Form or as communicated to Jersey Post by the Client in writing or, if the Client is a limited company, its registered office.

14.3. Jersey Post's address for correspondence shall be Jersey Post, Postal Headquarters, JERSEY, JE1 1AA.

14.4. Jersey Post's facsimile number for notice by facsimile (with confirmation by post or delivery) shall be 01534 616655.

15. **Termination**

15.1. The Statement of Service may be terminated immediately by Jersey Post if the Client:

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15.1.1. fails to satisfy Jersey Post with regard to any credit check undertaken in respect of the Client;

15.1.2. fails to pay when due any sum payable under the Terms of Business and/or Statement of Service or any other agreement or contract made between the Client and Jersey Post;

15.1.3. becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors in Jersey or elsewhere;

15.1.4. fails to observe or perform its obligations under the Terms of Business and/or the Statement of Service or the conditions of any other agreement or contract made between the Client and Jersey Post and, where capable of remedy, fails to remedy such breach as soon as possible and in any event within 30 days after the date that Jersey Post serves written notice on the Client in relation to such breach; and/or

15.1.5. does or allows to be done anything which in Jersey Post's opinion will or may have the effect of jeopardising the operation of the postal system provided by Jersey Post to any of its clients.

15.2. The Statement of Service may be terminated by the Client if:

15.2.1. Jersey Post unreasonably exercises its rights of variation or suspension under the Terms of Business and/or Statement of Service, by the Client giving written notice to Jersey Post within 14 days of the notice of variation or suspension;

15.2.2. Jersey Post exercises its rights of variation of the technical specification of the Service such that performance of the same is materially degraded, such termination to be on 30 days written notice without further obligation; and/or

15.2.3. Jersey Post fails to observe or perform its obligations under the Terms of Business and/or Statement of Service and fails to remedy such breach as soon as possible and in any event within 30 days after the date that the Client serves written notice on Jersey Post in relation to such breach, by giving written notice to Jersey Post of such termination.

15.3. Notwithstanding any other provision of these Terms of Business, either Jersey Post or the Client may terminate the Statement of Service by giving to the other written notice of its intention to do so of at least 3 calendar months prior to the effective date of the purported termination of the Statement of Service or, where there is no such date in the Statement of Service, at any time and such termination shall not affect any rights of Jersey Post or the Client to enforce any term hereof which right has accrued prior to the effective date of termination.

16. **Waiver**

No failure or delay by either Jersey Post or the Client in exercising any of its rights under the Terms of Business and/or Statement of Service (where applicable) shall be deemed to be a waiver of that right and no waiver by either Jersey Post or the Client of any breach of the Terms of Business and/or the Statement of Service (where applicable) by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

17. **Severance**

If any provision of the Terms of Business and/or the Statement of Service (where applicable), is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms of Business and the Statement of Service (where applicable), and the remainder of the provision in question shall not be affected.

18. **Governing Law**

The Terms of Business shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey.

Jersey Post Global Limited - Registered Company No: 117463
Registered Office: Postal Headquarters, La Rue Grellier, La Rue des Pres Trading Estate, St Saviour, JERSEY JE2 7QS