



Guernsey Post Limited

Business Terms and Conditions ("Business Terms")

1 Parties

1.1 These Business Terms apply to:

1.1.1 Guernsey Post Limited, a non-cellular company, limited by shares, incorporated in Guernsey (company registration number 38693) ("**Guernsey Post**", "**we**", "**our**", "**us**") whose registered address is at Envoy House, La Vrangue, St Peter Port, Guernsey, GY1 1AA; and

1.1.2 the person, business or organisation (or any Staff or other representative of such person, business or organisation) receiving the Services in accordance with the Business Agreement ("**you**" or "**your**"),

(each a "**party**").

2 Definitions and Interpretation

The defined terms and rules of interpretation set out in the Schedule to these Business Terms shall apply to these Business Terms.

3 Introduction

3.1 These Business Terms form part of your agreement with us in respect of the Services that we will provide to you. They also set out what you should expect from us and what we expect from you in connection with the Services to be provided by us to you.

3.2 Our agreement with you is made up of:

3.2.1 the Business Agreement;

3.2.2 these Business Terms;

3.2.3 the Service Terms;

3.2.4 the Privacy Notice;

3.2.5 the Scheme; and

3.2.6 the Account Terms.

3.3 The documents referred to at paragraphs 3.2.1 to 3.2.6 shall collectively be referred to as the "**Service Documents**".

3.4 If there is any ambiguity or inconsistency in or between the provisions of any one of the Service Documents and another, the priority of such Service Documents is in accordance with the following sequence to the extent that it is necessary to resolve the ambiguity or inconsistency:

3.4.1 the provisions of the Law;

3.4.2 the Scheme;

3.4.3 the Privacy Notice;

- 3.4.4 the Account Terms;
 - 3.4.5 these Business Terms; and
 - 3.4.6 any relevant Service Terms.
- 3.5 The Business Agreement shall be deemed to incorporate all of the provisions of these Business Terms. If any term of the Business Agreement contradicts any term of these Business Terms, the Business Agreement shall take precedence to the extent of the contradiction.
- 3.6 The Law and the Service Documents (save for the Business Agreement) are published on our website: www.guernseypost.com and can be downloaded for free.

4 Commencement and term

These Business Terms, the Account Terms and any relevant Service Terms shall come into force immediately from the date on which you enter into the Business Agreement, and shall remain in force until the Business Agreement is terminated in accordance with paragraph 17 below.

5 What you should expect from us

- 5.1 We will provide the Services to you on the days and during the times set out in the Service Terms.
- 5.2 We will accept receipt of a postal item for onward delivery, subject to:
- 5.2.1 you providing us with the relevant documentation in accordance with the information and guidance set out in the Service Terms; and
 - 5.2.2 satisfaction by us that the postal item and relevant documentation complies with the provisions of the Service Documents.
- 5.3 We will deliver postal items which comply with paragraph 5.2 above, to the delivery address stated on the postal item, in accordance with the delivery timescales set out in the Service Terms.
- 5.4 There may be circumstances in which we may determine that it is not possible to collect, process or deliver any postal item including, but not limited to, the following:
- 5.4.1 the delivery address is unsafe, including where our Staff's health and safety may be put at risk;
 - 5.4.2 there is no person living permanently at the delivery address;
 - 5.4.3 we have a reasonable suspicion to believe that the postal item does not comply with any relevant documentation;
 - 5.4.4 we are unable to obtain a signature for the postal item and are required to obtain one;
 - 5.4.5 we have not been provided with correct or sufficient information to enable us to deliver the postal item including (for example):
 - 5.4.5.1 the delivery address on the postal item is incomplete or ineligible; or
 - 5.4.5.2 a handover point has not been confirmed with us;
 - 5.4.6 you have breached or do not comply with the provisions of any Service Document; or

- 5.4.7 in our reasonable opinion it is impractical or unreasonable to do so.
- 5.5 If we are unable to deliver a postal item pursuant to paragraph 5.4 above, we will deal with the undelivered postal item in accordance with the relevant Service Terms.

6 What we expect from you

- 6.1 By entering into the Business Agreement, you agree:
- 6.1.1 to accept and act in accordance with the Service Documents;
 - 6.1.2 to pay us for the Service in accordance with the Service Documents;
 - 6.1.3 not to post any postal items consisting of or containing two or more postal items addressed to different persons at different addresses where you have only paid the applicable Charges for the posting of one postal item;
 - 6.1.4 to allow us and our Staff to enter your premises (i.e. your property (house and garden), place of business etc.) safely to provide postal items that have been sent to you, and pay us for any costs (including legal costs), expenses, claims, losses, damages and awards we may have to pay if you do not;
 - 6.1.5 to notify us as soon as you can of any changes in your circumstances (for example, changes to your name or address or any other information you think is relevant) which may affect any provision of any Service Document no later than thirty (30) days of such changes taking effect;
 - 6.1.6 to co-operate with us to help us deliver the Services to you;
 - 6.1.7 to provide such information and documentation as we may reasonably request and we consider necessary in order to carry out the Service in a timely manner;
 - 6.1.8 that all postal items that you provide to us will conform with all descriptions and specifications set out under the relevant Service Terms, including all applicable Requirements from time to time in force;
 - 6.1.9 that (where applicable) you will obtain and pay for all necessary licences, certificates, consents and permissions (statutory, regulatory, contractual or otherwise) and any other documents as may be required by us to comply with all applicable Requirements (together the "**Consents**");
 - 6.1.10 that you will pay for all taxes, duties and charges applicable to all such Consents as necessary to comply with all applicable Requirements; and
 - 6.1.11 that you will ensure the reasonable accuracy of the information provided to us.
- 6.2 In circumstances where you have not acted in accordance with paragraph 6.1 above or you have otherwise not acted in accordance with any term of any Service Document, we may contact you or your agent to decide what action we will take. We may, in addition, take any of the following actions:
- 6.2.1 hold the postal item until you give us complete and accurate documentation and you pay any outstanding amounts due from you to us;
 - 6.2.2 rework the postal item or return the postal item to you for you to rework at your own cost (in each case we may charge you additional amounts to cover our costs) or requiring you to collect them and rework them at your own cost;

- 6.2.3 deliver the postal item using the most suitable alternative Service, in which case the Charges and Service Terms in relation to that Service will apply;
 - 6.2.4 collect, accept or process your postal item in full at a later date than the day we collected the postal item from you or you delivered the postal item to us for posting (as applicable);
 - 6.2.5 charge you for any operational and administrative costs, expenses, claims or any other costs incurred by us as a result of your non-compliance with the terms of any Service Document;
 - 6.2.6 refuse to collect, receive, accept, process or deliver a postal item;
 - 6.2.7 impose additional restrictions on you including, without limitation, restricting the locations that we will receive your postal items; and/or
 - 6.2.8 end our agreement with you immediately upon providing notice to you in accordance with paragraph 18 below.
- 6.3 If we try to return your postal item to you in accordance with paragraph 6.2.2 above and you or your agent refuses to accept any return of the postal item and/or collect the postal item as required, we may deal with the postal item in our absolute discretion.

7 Price and payment

- 7.1 The most recent Charges in relation to the Services are set out in the Service Terms.
- 7.2 You shall pay the Charges when due and payable. Where we anticipate incurring reasonable costs (in addition to the Charges) in providing the Services, we will notify you in advance of such costs being incurred so that you may consider whether to continue using the Services.
- 7.3 You shall pay any additional Charges incurred for delivering postal items to different persons at different addresses as a result of your non-compliance with paragraph 6.1.3 above.
- 7.4 If you wish for a postal item to be delivered to an address in the United Kingdom or the Isle of Man free of any import VAT which would otherwise be payable by the Intended Recipient, you shall pay the amount of such import VAT at the time of posting.
- 7.5 We may reduce the whole or part of any Charge paid by you in such circumstances as we may determine in our absolute discretion.

8 Unpaid tax, duty or impôt duty

- 8.1 Where an incoming postal item contains any article liable to any tax, duty or impôt duty:
 - 8.1.1 the tax, duty or impôt duty and further administration fee (as specified in any Service Document) shall be payable by the Intended Recipient; and
 - 8.1.2 the Intended Recipient shall be notified in writing by us of the tax, duty or impôt duty payable and will be required to pay the duties to and collect the postal item from us.
- 8.2 We may detain any postal item if we suspect that it may contain any article charged with any tax, duty or impôt duty which has not been paid.

9 Access to our Premises

Where you need to access our Premises (or any part of them) to (amongst other things) hand over or collect items, we will give you access to our Premises in accordance with these Business Terms. While you are on our Premises, you must ensure that you carry suitable

identification and produce it on request, conform to our codes and regulations, adopt proper standards of behaviour, and co-operate with all our Staff (including our security Staff). We may refuse you admission to our Premises, or require you to leave our Premises, at any time and for any reason.

10 Restricted and Prohibited Items

10.1 There are restrictions and, in some cases, prohibitions placed on certain items for postage. Restrictions vary from country to country and can sometimes apply to valuable items as well as items which you may think are ordinary.

10.2 You must not send nor attempt to send:

10.2.1 any Restricted Item unless you have complied with any Restricted Item Requirements;

10.2.2 any Prohibited Item (and you may be found guilty of an offence in accordance with section 18 of the Law if you do so); nor

10.2.3 any Sanctioned Item. If your postal item needs a licence under any applicable Sanctions Laws it is your responsibility to obtain it and (if we ask for it) you must provide us with a copy of such licence at the time you purchase the Service. We accept no responsibility if you obtain an incorrect licence under any applicable Sanctions Laws.

10.3 Details in respect of Restricted Items and Prohibited Items are set out in the Service Terms. You are responsible for checking whether a postal item you wish to post is a Restricted Item or a Prohibited Item in accordance with the guidelines set out in the Service Terms.

10.4 You shall indemnify and keep indemnified Guernsey Post (and our respective successors, assignees and Staff) against all payments, losses, liabilities, damages, expenses or costs which may be brought or made, or threatened to be made, by any person (including any direct, indirect or consequential losses, loss of profit, loss of reputation, claims, demands, proceedings, costs, expenses or penalties, any claims or demands arising at any time and any legal or other professional fees) which may be suffered or incurred by Guernsey Post (and our respective successors, assignees and Staff) and which arise directly or indirectly out of or in connection with:

10.4.1 you posting Prohibited Items;

10.4.2 your non-compliance with any restrictions and/or Restricted Item Requirements in respect of Restricted Items; and/or

10.4.3 your non-compliance with any applicable Sanctions Laws.

10.5 If we have reasonable suspicion that a postal item contains a Restricted Item which does not comply with the Restricted Item Requirements, a Prohibited Item or is a Sanctioned Item which does not comply with any applicable Sanctions Laws, we may:

10.5.1 detain, open and inspect a postal item or delay its processing and delivery; and/or

10.5.2 deal with such postal item in our absolute discretion (without incurring any liability whatsoever to you or your Intended Recipient) including:

10.5.2.1 seeking appropriate expert advice and/or notifying the relevant authorities anywhere in the world;

10.5.2.2 retaining a postal item for use as evidence in any criminal proceedings;

10.5.2.3 returning a postal item to the sender (subject to confirmation on the postal item of the sender's details);

10.5.2.4 forwarding a postal item to the destination marked on the postal item;

10.5.2.5 destroying or otherwise disposing of such postal item (in whole or in part) as we may determine.

10.5.3 You shall reimburse us for all costs incurred by us in accordance with paragraph 10.5 including:

10.5.3.1 the cost of disposal and/or destruction of a postal item; and

10.5.3.2 any other costs which may be reasonably incurred by us.

10.5.4 We will bear no responsibility (including for any delays in delivery) in the event that you do not comply with the provisions of this paragraph 10.

11 Reselling

You may not resell (or allow anyone else to resell) to consumers, small business end users or any other person, through physical premises such as shops or websites offering drop-off locations, any Services covered by any Service Document, without first getting our written permission. We are entitled to refuse or withhold this permission and, if we decide to grant such permission, before we grant it we may set any conditions we feel are necessary.

12 Intellectual Property

12.1 All right, title and interest in and to our Intellectual Property belongs, and will always belong, to us or any member of our group companies (where relevant).

12.2 You must not license, assign or register (or attempt any of those acts) in any country our Intellectual Property or any Intellectual Property that is similar to any of the Intellectual Property we own. You must not license, assign, register or use (or attempt any of those acts) any Intellectual Property (including, without limitation, product and service names, logos, trademarks, image rights, designs or domain names) if it is in a form which is likely to cause confusion with or affect the distinctive character of our Intellectual Property, except as expressly permitted in these Business Terms and subject to any conditions we, in our absolute discretion, see fit.

12.3 You must not portray any imagery or words related to Guernsey Post in any way which would or may bring Guernsey Post into disrepute. If you would like to make a complaint to us, our procedures and information on how to make a complaint are set out in the Service Terms.

12.4 You must ensure that, where permitted, any reproduction of our Intellectual Property is accurate and of high quality. Material approved by us must not be changed by you without our prior written consent.

12.5 You undertake that no statements or claims in any form whatsoever will be included on any material that indicates that we, or any member of our group companies (where relevant), has approved or recommended any goods or services offered by you.

12.6 These Business Terms do not and will not operate to grant you any rights in respect of any Intellectual Property we own. If you wish to use any of our Intellectual Property you must first seek our consent to which we may attach such conditions we, in our absolute discretion, see fit.

12.7 To the extent that any Intellectual Property arises from your use of our Intellectual Property ("**New Intellectual Property**"), you agree to assign to us absolutely, with full title guarantee and free from all third party rights, all existing and (by present assignment of future rights) all future New Intellectual Property.

13 Data protection

Guernsey Post is a "data controller" for the purposes of the Data Protection (Bailiwick of Guernsey) Law, 2017. This means we are responsible for deciding how we hold and use personal information about you. How your personal information is collected, used, processed and protected by us (amongst other things) is set out in our Privacy Notice.

14 Confidentiality

14.1 Each party agrees that it shall not at any time disclose to any person any Confidential Information relating to the other party, except as permitted by paragraph 14.2 below.

14.2 Each party may disclose the other party's Confidential Information:

14.2.1 to its Staff, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Service Documents. Each party shall ensure that its Staff, representatives or advisers to whom it discloses the other party's Confidential Information comply with this paragraph 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 We shall not be liable to you for disclosure of your Confidential Information by reason of us transmitting a postal item containing Confidential Information by post.

14.4 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Service Documents.

15 Force majeure

15.1 Neither party shall be in breach of any Service Document nor liable for delay in performing, or failure to perform, any of its obligations under any Service Document if such delay or failure results from a Force Majeure Event. Any act, event, omission, happening or non-happening will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its officers or Staff.

15.2 We will try to notify you as soon as possible about any Force Majeure Event which affects how we provide the Services. If we are not able to carry out our obligations fully for more than four (4) weeks in a row, you may terminate our agreement with you immediately by giving us notice in writing in accordance with paragraph 18 below.

15.3 Notwithstanding paragraph 15.1 above, the parties shall make a reasonable effort to continue to perform or resume performance of their obligations under the Service Documents for the duration of such Force Majeure Event.

16 Suspension of Services

16.1 We may (without prejudice to any other right which we may have against you) suspend, limit or cancel all or any of the Services (in whole or in part) without penalty and with immediate effect:

16.1.1 during any technical failure, modification or maintenance to the Services;

16.1.2 where we are unable to provide the Services due to the occurrence of a Force Majeure Event; or

16.1.3 for any other reason as we, in our absolute discretion, see fit.

16.2 Notwithstanding any suspension of the Services under this paragraph 16 you shall still be required to pay all Charges throughout the period of suspension unless we, in our absolute discretion, determine otherwise.

17 Termination

17.1 Subject to any provision to the contrary set out in the Business Agreement, either you or we may terminate our agreement with you by giving the other at least one (1) month's prior written notice.

17.2 Without prejudice to any other paragraphs in these Business Terms, we may terminate or suspend our agreement with you immediately by notice to you in writing if one or more of the following events occurs:

17.2.1 you do not satisfy any credit checks undertaken by us in respect of you;

17.2.2 you do not pay any amount due under any Service Document on the due date for payment;

17.2.3 you do not, where capable, remedy any material breach of any Service Document as soon as possible and in any event within a period of no less than thirty (30) days after having been required in writing to remedy such material breach;

17.2.4 you are in breach of your obligations under paragraphs 10, 11, 12 13 and/or 14 or you use Confidential Information and/or Intellectual Property contrary to any Service Document;

17.2.5 you use, or attempt to use, any Service in a way that is in breach of any provision of any applicable law;

17.2.6 you use, or attempt to use, any Service in a way that is fraudulent or in connection with a criminal offence under any applicable law;

17.2.7 you do or allow to be done anything which in our opinion will or may have the effect of jeopardising the operation of the postal system provided by Guernsey Post to any of its customers;

17.2.8 you are unable to pay your debts as they fall due;

17.2.9 you have a moratorium declared in respect of your debts;

17.2.10 you enter into or propose any composition, compromise, assignment or arrangement with your creditors (or any class of your creditors) generally; or

17.2.11 any corporate action, legal proceedings or other procedure or step is taken in relation to:

17.2.11.1 your winding up, liquidation, dissolution, administration, bankruptcy or reorganisation;

17.2.11.2 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, sheriff, or other similar officer in respect of you or any of your assets;

17.2.11.3 your being declared *en désastre*;

17.2.11.4 an application for a preliminary vesting order in respect of any of your property,

or any analogous procedure or step is taken in any jurisdiction.

- 17.3 On termination of our agreement with you (for any reason), you shall immediately pay us all outstanding unpaid amounts and interest (if any).
- 17.4 Termination of our agreement with you shall not affect any of our or your rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of any Service Document that existed at or before the date of termination.
- 17.5 If our agreement with you is terminated, you must immediately stop using all applicable Services.
- 17.6 If we receive a postal item after our agreement with you has terminated or expired, we may, at our absolute discretion, deliver or return such postal item either at a Charge which we determine or at a Charge which we agree with you.
- 17.7 Any provision of these Business Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 17.8 On termination of our agreement with you, the following paragraphs shall continue in force: paragraphs 2 and 10 to 30.

18 Notices

- 18.1 Any notice given by one party to the other party under or in connection with these Business Terms for the purposes of terminating the agreement between us must be in writing.

Sending notices to you

- 18.1.1 If we need to send you a notice, we will use the details you have provided to us (for example, your email address or your invoice address (where relevant)), or the address of your registered office or principal place of business. You must ensure that the details we have on our systems are accurate by updating us as soon as possible with any changes.

Sending notices to us

- 18.1.2 All notices addressed to us should be sent to Envoy House, La Vrangue, St Peter Port, Guernsey, GY1 1AA or such other address as we may notify you of. All notices must be sent to us either in person, by courier, by pre-paid post or other next Working Day delivery service, by fax or by email.
- 18.2 A notice shall be deemed to have been received:
 - 18.2.1 if delivered personally, when left at the addresses referred to in paragraphs 18.1.1 and 18.1.2 above (as applicable);
 - 18.2.2 if sent by a guaranteed next Working Day delivery service, at 9.00 am on the next Working Day after posting;
 - 18.2.3 if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 18.2.4 if sent by fax or email, at the time and date of sending where such sending is within Working Hours on a Working Day. Where the e-mail is not sent within Working Hours on a Working Day the notice shall be deemed to have been served at 9:00 am on the next Working Day.

18.2.5 Notices sent by email and for which the sender has received an automatic report or reply that the email was not successful or was undeliverable are classed as not having been received.

18.3 The provisions of this paragraph 18 shall not apply to the service of any proceedings or other documents in any legal action.

19 Exclusion of liability

19.1 Subject to paragraph 20 below and to the fullest extent permitted by the Law, we shall not be liable in tort (including negligence) or contract in respect of loss or damage suffered by any person in connection with the Services as a result of:

19.1.1 anything done or omitted to be done in relation to any postal item in the course of transmission by post;

19.1.2 any omission to carry out arrangements for the collection of any postal item (or any other article) to be conveyed by post.

19.2 No member of Guernsey Post's Staff shall be liable (except at the suit or instance of Guernsey Post) for:

19.2.1 any loss or damage in the case of which liability of Guernsey Post is excluded by paragraph 19.1 above; or

19.2.2 any loss of, or damage to, an inland postal item to which paragraph 20 below applies.

19.3 To the fullest extent permitted by the Law, we shall not be liable in respect of any postal items that have been successfully delivered but are subsequently reposted to be returned to sender.

19.4 To the fullest extent permitted by the Law, we shall have no liability in respect of any postal items you post in accordance with any Service Document once we have delivered them to a foreign postal service which delivers post in that country or any other third party postal operator. You should pursue any claims against such foreign postal service or other third party postal operator directly with them.

19.5 To the fullest extent permitted by the Law, we shall have no liability in respect of any postal items that we receive for you from third party postal operators, carriers, agents and/or vendors for delivery in Guernsey. You should pursue any claims against such third party postal operators, carriers, agents and/or vendors directly with them.

19.6 Subject to paragraph 21.6 below, we shall not be liable to you in any circumstances (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for:

19.6.1 loss of profit;

19.6.2 loss of revenue;

19.6.3 loss of business;

19.6.4 loss of or depletion of goodwill or similar losses;

19.6.5 loss of business opportunity;

19.6.6 loss of anticipated savings;

19.6.7 loss of contract;

19.6.8 loss of use;

19.6.9 loss of or corruption to data or information (including, without limitation, the erasure of data from magnetic tapes, files or other storage media); or

19.6.10 any type of special, indirect or consequential loss, costs, damages, charges or expenses,

arising in connection with the Services or otherwise under the Service Documents.

19.7 For the avoidance of doubt, we shall not be liable in respect of any postal item which does not comply with the Service Documents or where you have not complied with your obligations under the Service Documents.

19.8 We will not be liable in respect of any postal item if you, the owner of the postal item or anyone acting on their behalf have been fraudulent or dishonest in any way in respect of that postal item. We shall not be liable for any postal item where any person misrepresents their authority to receive any postal item on the Intended Recipient's behalf or on your behalf even if such loss, delay or damage arises from our negligence.

20 Limited liability for loss etc. of inland postal items

20.1 We accept liability under this paragraph 20, but not otherwise, in respect of relevant loss of, or relevant damage to, an inland postal item.

20.2 In this paragraph 20 "**relevant loss**" and "**relevant damage**" mean loss and damage due to or caused by any wrongful act of, or any neglect or default by any member of Guernsey Post's Staff while performing or purporting to perform in that capacity their functions in relation to the receipt, conveyance, delivery or other dealing with an inland postal item.

20.3 For the avoidance of doubt, we shall not be liable under this paragraph 20 in respect of an inland postal item unless such inland postal item complies with all the conditions applicable to inland postal items as set out in the Service Documents.

20.4 For the purposes of any proceedings under this paragraph 20, it shall be presumed, unless the contrary is shown, that loss of, or damage to, the inland postal item was due to such conduct as mentioned in paragraph 20.2 above.

21 Supplementary provisions on liability – compensation, insurance etc.

21.1 If we deliver a postal item late we will not pay you compensation unless you have sent the postal item by a Service which specifically includes compensation for delay. Details of the Services which specifically include compensation for delay can be found in the Service Terms.

21.2 Where you have opted to insure a postal item through a third party in circumstances where such postal item is lost, damaged or undelivered, all claims for loss, damage or non-delivery must be made against such third party.

21.3 Unless specified in any relevant Service Terms in relation to a particular Service, we are not responsible for maintaining any insurance cover of any nature to cover any loss by you or any other person arising from the provision or unavailability of the Service or otherwise. Any such insurance cover shall be your responsibility.

21.4 Where we believe a postal item does not comply with the provisions of any Service Document or where we are required to carry out revenue or security checks on postal items, any postal item may be subject to x-ray screening, decompression and/or the opening (and photographing) of a postal item which fails any of the security checks. We shall have no liability to you for any losses or claims resulting from any loss, damage or delay to your postal item as a result of carrying out the security checks.

21.5 We shall have no liability for postal items that are inspected, detained, delayed, or seized by any customs agencies or other lawful authorities anywhere in the world.

- 21.6 Notwithstanding any other provision of any Service Document, neither party excludes nor limits its liability (if any) to the other for:
- 21.6.1 death or personal injury caused by something it has done or omitted to do (including its negligence);
 - 21.6.2 any losses which are caused by fraud or fraudulent misrepresentation;
 - 21.6.3 any other liability which cannot be limited or excluded by applicable law; or
 - 21.6.4 claims arising out of a breach of the provisions contained in paragraphs 12, 13 and/or 14 above.
- 21.7 You will indemnify and keep indemnified Guernsey Post (and our respective successors, assignees and Staff) against all payments, losses, liabilities, damages, expenses or costs which may be brought or made, or threatened to be made, by any person (including any direct, indirect or consequential losses, loss of profit, loss of reputation, claims, demands, proceedings, costs, expenses or penalties, any claims or demands arising at any time and any legal or other professional fees) which may be suffered or incurred by Guernsey Post (and our respective successors, assignees and Staff) and which arise directly or indirectly out of or in connection with any claim brought against us or any third party located in any jurisdiction arising from any use of any Service provided to you (by either you or any other party) constituting an unlawful act or otherwise giving rise to any liability. You shall immediately notify us in writing of any such claims of which you become aware. You shall offer all reasonable assistance to us in defending such claims at your sole expense.

22 Assignment

- 22.1 We may at any time assign or transfer our rights and obligations under any Service Document to a third party or otherwise arrange for any third party to carry out our rights and obligations under any Service Document.
- 22.2 You may not assign, transfer nor otherwise arrange for a third party to carry out your rights and obligations under any Service Document without our prior written consent.

23 Variation

- 23.1 We may make changes to the terms of any Service Document (save for the Business Agreement) from time to time without your prior consent.
- 23.2 The latest version of the Service Terms, Privacy Notice and Scheme containing any changes will be made available on our website immediately upon the changes taking effect.
- 23.3 The latest version of these Business Terms or the Account Terms containing any changes will be made available on our website immediately upon the changes taking effect.
- 23.4 If we are required to make a change to any Service Document for reasons outside of our control (including for legal or regulatory reasons), we will let you know as soon as we can (save that we will not be required to meet the timeframes outlined in paragraph 23.2 above). Any changes to the Scheme will also be published in La Gazette Officielle in accordance with the provisions of the Law.
- 23.5 If you do not accept any such changes from time to time, you may terminate your agreement with us in accordance with paragraph 17 above.

24 Waiver

No failure or delay by a party to exercise any right or remedy provided under the Service Documents or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial

exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25 Entire agreement

25.1 The Service Documents constitute the entire agreement between the parties in relation to the provision of the Services. The Business Agreement and these Business Terms supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us (or our Staff) and you (or your Staff) whether written or oral, relating to their subject matter.

25.2 To the fullest extent permitted by law, each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Service Documents. You agree that you (or your Staff) shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Service Documents.

26 Severance

If any provision or part-provision of any Service Document is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph 26 shall not affect the validity and enforceability of the rest of the Service Document.

27 No partnership or agency

Nothing in the Service Documents is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

28 Third party rights

No one other than you and us and your or our permitted assignees shall have any right to enforce any of these Business Terms.

29 Governing law

Each Service Document and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of the Island of Guernsey.

30 Jurisdiction

Each party irrevocably agrees that the courts of the Island of Guernsey shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any Service Document or its subject matter or formation.

SCHEDULE

Interpretation and Definitions

1. Definitions

1.1 In these Business Terms, the following definitions apply:

"Account Terms"	means the terms and conditions of credit facilities provided to those business customers who have a credit account with us. The Account Terms are published on our website (www.guernseypost.com) and/or in leaflet form from time to time;
"Business Agreement"	means the business agreement entered into between us and you from time to time (as part of a business to business relationship) as amended, varied, supplemented or otherwise modified from time to time;
"Charges"	means the charges (including all prices for Services) as set out in the Service Terms;
"Confidential Information"	means, in relation to a party, all information in any medium or format (written, oral, visual presentation or electronic and whether or not marked as "confidential") which relates to a party, to its group, or to its (or its group members') Staff, customers or suppliers and which would reasonably be regarded as confidential including information which is commercially or price sensitive or which relates to the business, finances, systems or other affairs of that party;
"Dangerous Goods"	means those materials which are listed as such in the Service Terms;
"day"	means a calendar day, being a period of 24 hours running from midnight to midnight;
"Force Majeure Event"	means an act, event, omission, happening, non-happening or circumstance occurring anywhere in the world which is beyond our reasonable control such as governmental (including, without limitation, the States of Guernsey) acts or regulations, war, terrorism, vandalism, extreme or inclement weather conditions (including, without limitation, fog affecting inbound and outbound carriers), earthquakes, fire, floods, traffic congestion, mechanical breakdown (including of machinery, equipment and vehicles), any public or private road being blocked, or natural or local disruptions in air, sea or ground transportation networks, a cyber breach or attack on our systems, or industrial action, riots, strikes or other local disputes and the outcomes of it if this prevents us from providing our usual Services;
"Business Terms"	means these Business Terms and conditions as amended from time to time;
"inland postal item"	means any postal item which is posted in the Bailiwick of Guernsey for delivery at a place in the Bailiwick of Guernsey, the United Kingdom, the Bailiwick of Jersey or the Isle of Man to the person it is addressed to;

"Intellectual Property"	means any and all rights in the nature of intellectual property rights anywhere in the world (whether registered or unregistered), including (without limitation): (i) image rights, logos, patents, inventions, trademarks (including all goodwill attaching to any trademarks and in respect of any business relating to the goods or services in respect of which any trademarks are registered or used), service marks, design rights, copyright (including all copyright in any photographs) and related rights, moral rights, database rights, trade or business names (whether capable of registration or not, but including any right to register same and all other rights of the equivalent or similar effect or nature), proprietary rights in domain names, topography rights, goodwill, rights in know-how, trade secrets and confidentiality rights; and (ii) applications, extensions and renewals in relation to any of the rights mentioned in (i) above;
"Intended Recipient"	means the person a postal item is addressed to;
"Large Letter"	has the meaning given to such term in the Service Terms;
"Large Parcel"	has the meaning given to such term in the Service Terms;
"Law"	means The Post Office (Bailiwick of Guernsey) Law, 2001 as amended;
"Letter"	has the meaning given to such term in the Service Terms;
"Medium Parcel"	has the meaning given to such term in the Service Terms;
"Parcel"	has the meaning given to such term in the Service Terms;
"postal item"	means mail in any format, including, without limitation, Letters, Large Letters, Small Parcels, Medium Parcels, Rolled Parcels, Large Parcels and other articles (including, where relevant, their contents), which is capable of transmission by post and is given to us to handle and deliver in accordance with the Service Documents;
"post office"	means any house, building, room, vehicle or place designated by Guernsey Post for the purpose of offering postal services to the public;
"Premises"	means Envoy House, La Vrangué, Guernsey, GY1 1AA and any branch of Guernsey Post anywhere in the Bailiwick of Guernsey (including all post offices) from time to time;
"Privacy Notice"	means our privacy notice as amended from time to time and as published on our website (www.guernseypost.com);
"Prohibited Items"	means those materials which are listed as such in the Service Terms (including any applicable Dangerous Goods) and those materials defined as dangerous or hazardous by the regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried;

"Requirements"	means any requirements, from time to time, as set out under legislation (including, without limitation, Sanctions Laws and the Law), regulations or guidelines issued in the Bailiwick of Guernsey;
"Restricted Items"	means those materials which are listed as such in the Service Terms (including any applicable Dangerous Goods);
"Restricted Item Requirements"	means the specific requirements relating to Restricted Items as may be set out in the Service Terms;
"Rolled Parcel"	has the meaning given to such term in the Service Terms;
"Sanctioned Item"	means those materials which are prohibited under any applicable Sanctions Laws;
"Sanctions "Laws"	means all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities;
"Scheme"	means the most recent scheme in operation (inclusive of all amendments and updates) made by Guernsey Post pursuant to section 10 of the Law;
"Services"	means the services offered to you by Guernsey Post in accordance with the Service Documents;
"Service Documents"	has the meaning given to such term in paragraph 3.3 of these Business Terms;
"Service Terms"	means any terms and conditions (in addition to these Business Terms) relating to Services which are published by us on our website (www.guernseypost.com) and/or in leaflet form from time to time;
"Small Parcel"	has the meaning given to such term in the Service Terms;
"Staff"	means officers, servants, employees, agents, contractors and/or sub-contractors;
"third party postal operator"	means any person (other than Guernsey Post) who provides, or whose operations are closely connected to, the services (whether by road, air, ship or otherwise) of conveying any articles (including postal items, and any other letters, parcels and packets generally) from one place to another, the incidental service of receiving, collecting and delivering such articles and any other service with relates to such services anywhere in the world;
"Working Day"	means any day that is not a Saturday, Sunday or public holiday in the Bailiwick of Guernsey; and
"Working Hours"	means 9:00 am to 5:00 pm.

2. Interpretation

- 2.1 Subject to paragraph 2.2 below, the interpretation rules set out in paragraphs 2.3 to 2.14 below apply in the Service Documents (with necessary changes).
- 2.2 If any interpretation rule set out in any Service Document contradicts any of the interpretation rules set out in this paragraph 2, the interpretation rule in the relevant Service Document shall take precedence to the extent of the contradiction.
- 2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4 The Schedules form part of these Business Terms and shall have effect as if set out in full in the body of these Business Terms. Any reference to these Business Terms includes the Schedules.
- 2.5 Headings in these Business Terms are inserted for convenience only and shall be ignored in construing these Business Terms.
- 2.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.7 Reference to us shall include a reference to any successor company and permitted assigns.
- 2.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Business Terms and shall include all subordinate legislation made from time to time under that statute or statutory provision
- 2.10 A reference to writing or written includes fax and e-mail.
- 2.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.12 A reference to these Business Terms or to any other agreement or document referred to in these Business Terms is a reference to these Business Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Business Terms) from time to time.
- 2.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the preceding phrase.
- 2.14 The Interpretation and Standard Provisions (Bailiwick of Guernsey) Law, 2016 shall apply to the interpretation of the Service Documents.