

Provisions for Limitations and Exclusions of Liability

1 Exclusion of liability

- 1.1 Subject to paragraph 2 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:
 - 1.1.1 anything done or omitted to be done in relation to any postal item in the course of transmission by post;
 - 1.1.2 any omission to carry out arrangements for the collection of any postal item (or any other article) to be conveyed by post.
- 1.2 No member of Guernsey Post's Staff shall be liable (except at the suit or instance of Guernsey Post) for:
 - 1.2.1 any loss or damage in the case of which liability of Guernsey Post is excluded by paragraph 1.1 above; or
 - 1.2.2 any loss of, or damage to, an inland postal item to which paragraph 2 below applies.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 Subject to paragraph 3.6 below, we shall not be liable to you in any circumstances (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for:
 - 1.6.1 loss of profit;
 - 1.6.2 loss of revenue;
 - 1.6.3 loss of business;
 - 1.6.4 loss of or depletion of goodwill or similar losses;
 - 1.6.5 loss of business opportunity;
 - 1.6.6 loss of anticipated savings;
 - 1.6.7 loss of contract;
 - 1.6.8 loss of use;
 - 1.6.9 loss of or corruption to data or information (including, without limitation, the erasure of data from magnetic tapes, files or other storage media); or

1.6.10 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.

1.7 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.

1.8 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.

2 Limited liability for loss etc. of inland postal items

2.1 We accept liability under this paragraph 2, but not otherwise, in respect of relevant loss of, or relevant damage to, an inland postal item.

2.2 In this paragraph 2 "**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.

2.3 For the avoidance of doubt, we shall not be liable under this paragraph 2 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.

2.4 For the purposes of any proceedings under this paragraph 2, 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 2.2 above.

3 Supplementary provisions on liability – compensation, insurance etc.

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 Notwithstanding any other provision of any Service Document, neither party excludes nor limits its liability (if any) to the other for:

- 3.6.1 death or personal injury caused by something it has done or omitted to do (including its negligence);
- 3.6.2 any losses which are caused by fraud or fraudulent misrepresentation;
- 3.6.3 any other liability which cannot be limited or excluded by applicable law; or
- 3.6.4 claims arising out of a breach of the provisions contained in paragraphs **Error! Reference source not found.**, **Error! Reference source not found.** and/or **Error! Reference source not found.** above.

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