

Safespace Service Terms and Conditions (July 2020)

1 Parties

- 1.1 These Service Terms apply to:
 - 1.1.1. Guernsey Post Limited, a non-cellular company, limited by shares, incorporated in Guernsey (company registration 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 ("**you**" or "**your**").
 - 1.1.3. (each a "**party**")

2 Definitions and Interpretation

- 2.1 Defined terms that have a specific meaning are highlighted in bold print the first time they are used and their meanings are set out in Schedule 1 of these **Safespace Service Terms and Conditions**.

3 Using the Safespace Service

- 3.1 Completion and submission of the Application Form and use of the Service indicates agreement with these Terms and Conditions.
- 3.2 We reserve the right to refuse any application for this Service
- 3.3 All addresses must be correct and contain the correct postcode - for full and correct address details contact our Customer Services Team on 711720 or visit www.guernseypost.com/postcode_finder/
- 3.4 Application for Service must be made in accordance with the requirements set out on the Application Form.
- 3.5 The provision of this Alternative Delivery Service at the requested address is subject to Guernsey Post's agreement and exercised solely at Guernsey Post's discretion
- 3.6 Under the "Health and Safety at work (General) Ordinance), 1987, Guernsey Post has a duty under law to ensure the health, safety & welfare of employees at work. Guernsey Post reserves the right to assess the risk to its employees and reject any Safespace areas that expose its employees to potential risk of attack or injury by a pet or any other animals kept on the property during delivery.
- 3.7 Provision of the Service is subject to the application of a **Safespace tag** on the letterbox of the address registered for the Service.
- 3.8 The nominated **Safespace delivery point** must be within the grounds of your property, unless you have nominated an adjacent neighbour in which case their name and address should be supplied.
- 3.9 You must have the permission of all persons residing at the specified address before subscribing to this Service. Guernsey Post has no obligation to verify whether all such authorities have been obtained.
- 3.10 You should be aware that the Postal Law prohibits unauthorised persons from interfering, intentionally delaying, opening or destroying items of mail not for them.
- 3.11 Only one Safespace delivery point can be registered per household
- 3.12 Please allow 5 days for the Safespace service to become operational
- 3.13 The Service is not available for businesses, hotels, boarding houses, clubs or any other type of transient lodging unless previously agreed in writing by Guernsey Post.
- 3.14 Guernsey Post has no liability for any items delivered to your designated Safespace if you have moved to a new property and you have not notified us of the move and/or your new address. Guernsey Post's Limitations and Exclusions of Liability apply and can be found on www.guernseypost.com or a copy can be requested from Customer Services.

4 Safespace 'Signed For' Items

- 4.1 If you selected 'yes' to use our additional Safespace 'Signed For' Service you agree to the following terms in addition to those terms set out in paragraph 4;
 - 4.1.1 You accept liability for any items we delivered to your specified Safespace delivery point and accept our record of proof of delivery.

5 Data Protection

- 5.1 By requesting the Service, you hereby authorise Guernsey Post to collect, process and store the personal information requested on this Application Form and to disclose it to parties who are required to know for the purpose of providing the Service, including any parties related to Guernsey Post. Guernsey Post is registered with the Office of the Data Protection Commissioner and is required to comply with the Guernsey Data Protection Law and the GDPR. Please see our privacy notice for more information [https://www.guernseypost.com/privacy notice](https://www.guernseypost.com/privacy-notice) or you can contact our Customer Services team on 711720 to request a copy.

6 Variation or termination of the Service

- 6.1 Any cancellation of the Service by you must be made in writing by you to Guernsey Post in which case Guernsey Post will stop using the service as soon as reasonably practical but within three working days.

Guernsey Post may suspend, limit or cancel this Service (in whole or in part) without penalty and with immediate effect;

- During any technical failure, modification or maintenance to the Service;
- Where we are unable to provide the Service due to the occurrence of a Force Majeure Event; or
- For any other reason as we, in our absolute discretion, see fit including if you breach these Terms and Conditions

7 Amendments to Terms and Conditions

- 7.1 Guernsey Post reserves the right to amend these Terms and Conditions at any time. The provision of the Service(s) is subject to compliance with these Terms and Conditions.

SCHEDULE 1

1 Definitions

In these Service Terms, the following definitions apply:

“Safeplace delivery point”	Means a nominated safe, weatherproof and secure location your property, or with an adjacent neighbour where the postal worker can leave items that are too large to fit through a letterbox. Means the Safeplace service which is subject to these Terms and conditions
“Safeplace Signed For”	Means the service which allows postal workers to sign for items that require a signature, on the customer’s behalf in order to complete the delivery process.
“Safeplace Service Terms”	Means these service terms and conditions as amended from time to time;
“Terms and Conditions”	Terms and Conditions form part of your agreement with us in respect of the Services that we provide to you. They explain our obligations to you and your obligations to us in respect of any services provided. These are available on our website at www.guernseypost.com/termsandconditions
“Safeplace Tag”	Means the small sticker installed on/near your letterbox which is a requirement for any Safeplace services.