# myUKaddress Terms & Conditions

Last Updated: 20th November 2025

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#### These terms

These terms apply to your use of the myUKaddress service ("the service") provided by Guernsey Post Limited ("we", "us", or "Guernsey Post"). By using the service, you agree to these terms and our general terms and conditions, which can be found on our website.

We may update these terms from time to time, and we will notify you of these in advance. If you continue using the service after changes are made, it means you agree to the updated terms. If you don't agree with the changes, you can stop using the service. If we update these terms at a time when you have an item in the delivery process, the terms in place at the time of dispatch will continue to apply in respect of that delivery.

We are committed to protecting the privacy and security of your personal information. Our <u>privacy notice</u> applies to all personal information collected by us. By using the service, you are agreeing that we may contact you by phone, email and SMS to notify you about deliveries, items and changes to these terms. We may also contact you to inform you about new services or promotions we think you may find of interest. You can opt out of these communications by letting us know by email.

#### Who can use this service

- You must be 18 or older to use myUKaddress. If we suspect you're under 18, we may close or suspend your account until you prove your age.
- myUKaddress is for personal use only. It must not be used for business purposes.
- We only deliver to Bailiwick of Guernsey addresses.
- You cannot use this service to receive letter mail.

### Your responsibilities

- You are responsible for ensuring that you do not request delivery of prohibited or dangerous goods through the myUKaddress service. You must make sure you fully comply with the terms and legal responsibilities outlined in the Prohibited and Dangerous Goods section below
- You must ensure that you are familiar with all our applicable charges before arranging for any items to be delivered to our UK hub, or before requesting items to be collected and delivered by us in the case of Primark click-and-collect orders. You must ensure your items are properly addressed with your unique address for our UK hub. You can find more details about how to address your parcels in our FAQs. An incorrect address may cause delays, or your item being returned to the sender. We are not responsible for delays caused by incorrect addressing. This requirement does not apply to Primark click and collect orders, as these are booked directly with us for collection.
- Once we receive your item, we'll send you a link to pay our shipping fees, and a customs form
  to fill out. This form contains information needed for Customs declarations, and it's your
  responsibility to ensure it's accurate. Guernsey Post may ask for additional information to
  comply with customs laws, and it's up to you to provide this information promptly and
  accurately.
- Your item will not be shipped to Guernsey until we receive both the requested fees and the
  required information. If we don't receive these within 14 days of when we first sent you the
  request for payment, we may charge you an additional <u>storage fee</u> and/or ultimately <u>dispose</u>
  of your item.
- You are responsible for complying with any customs duties, taxes, or regulations. Failure to do
  so may result in delays, additional fees, or confiscation of items. Items ordered for delivery
  from outside the United Kingdom may attract additional customs duties or charges which may
  not be apparent at the time of delivery. For the avoidance of doubt, you remain responsible
  for these and will be invoiced separately should they apply.
- All items should be properly packaged for transport to the Bailiwick. Please review Guernsey
  Post's general <u>packing guidance</u>. If the outer packaging is damaged when we receive it, we
  may open the package to inspect its contents. If the contents are damaged, our customer
  services team will contact you to arrange returning the item to the retailer. If the contents are
  not damaged, we will securely repackage the item and continue with the delivery.
- If the delivery company attempt to deliver your item to our UK hub outside of our opening times, it is your responsibility to arrange redelivery if the delivery company does not automatically do so. In the unlikely event that additional charges are incurred for redelivery, you agree to cover those charges. If the item is returned to the retailer because the delivery company was unable to deliver to our UK hub, you agree that we are not responsible for any fees or charges related to the return.
- You can cancel your myUKaddress service at any time. Any unpaid items, or items that arrive after your cancellation, may be <u>disposed of</u> by us.

#### Our Service

- We will publish the opening hours of our UK hub on our website. These hours may change on limited notice due to public holidays or operational reasons. Details of any changes to opening hours will be published on our website.
- Once you have declared the contents and paid us for the shipping, we'll aim to dispatch your item to Guernsey within 3 working days. This time is subject to any Force Majeure event,

delays caused by the impact of weather or unanticipated mechanical issues, and we are not liable for any delays in transportation or delivery.

- For our Guernsey customers, items that fall within our Standard through to our Giant pricing bands will be delivered to your address from Monday to Saturday as part of our regular delivery schedule. For items larger or heavier than these bands, we will arrange delivery times separately. For our customers in Alderney and Sark, items within our Standard, Large and Long Box sizes will be delivered directly to your door. Items exceeding these sizes will be delivered to the Alderney or Sark shipping agent, who will then contact you to arrange onward delivery to Alderney or Sark harbour. Any onward delivery charges applied by the shipping agent will be your responsibility and must be paid by you.
- If we believe your item may contain prohibited or dangerous goods we may refuse to deliver the item. In such cases, we won't refund the delivery fee and may dispose of your item.
- If we believe that delivery of the item could cause injury to a person or damage to a property (yours, ours, or a third party's), we may refuse to deliver the item. In such cases, we won't refund the delivery fee, however we will offer to deliver the item to an alternative safe location or make it available for you to collect.
- We reserve the right to refuse the transportation of any items to the Bailiwick at our discretion. If you've already paid for the delivery, we'll issue a refund and contact you regarding the item.
- If we've shipped your item to Bailiwick of Guernsey but are then unable to deliver your item, we'll contact you to let you know. If the delivery remains unsuccessful after three weeks, we may <u>dispose of your item</u>. In such cases we won't refund the delivery fee.
- You cannot arrange for third parties to collect your items from our UK hub without our prior written permission.

# Loss or damage

We are responsible for any loss or damage to your items while they are in our possession, but our liability is limited as follows:

**Coverage:** As standard we cover items for loss or damage up to £500 or the declared value, whichever is lower. However, certain items aren't covered for damage but can still be sent through the myUKaddress service:

- Bullion, banknotes, coins, cheques
- Antiques
- Works of Art
- Precious Metals
- Precious Stones
- Cigarettes, tobacco

Fragile items, including glass and ceramics, that are not sufficiently packaged for shipping will not be accepted for any claims. If we offer it, you can choose a delivery option that includes extra cover. This option may come with its own terms and conditions.

**Foreseeable Losses:** We are only liable for losses that are foreseeable, including the cost to repair or replace your goods on a like-for-like basis. A loss is considered foreseeable if it's obvious it could happen.

**Liability Limit:** Our maximum liability for any claim is £500 unless you have chosen a delivery option that has a higher level of cover. As myUKaddress is for personal use only, we are not liable for business-related losses, such as loss of profit, business interruption, or missed business opportunities.

**Exclusions:** We are not liable for any loss or damage caused by incorrect packaging, address labelling, unsuccessful deliveries, or incorrect declarations of item value or contents. We cannot accept liability for any damage caused to goods before they reach our Portsmouth hub, unless you are using our Primark Click & Collect service, where liability begins at the point of collection.

We are not liable for any consequential loss as a result of loss or damage to your item.

For oversized deliveries exceeding the size of our Long Box, we are not liable for any loss or damage once the items have been accepted by Alderney or Sark Shipping in Guernsey.

**Claims Process:** If your item is damaged, you must notify our Customer Service team within 7 days of receiving your delivery. If you suspect your item has been lost, then you must notify us within 10 days of the date you made the payment.

To process a claim for loss or damage, you'll need to provide an invoice showing the cost of the goods. The claimed amount cannot exceed the declared value of the goods at the time of shipment. To process a claim for loss you must also submit details of delivery to our UK Hub from the original delivery company.

# Fees and charges

- Our shipping charges are based on the size and weight of the item, the delivery destination (Guernsey, Alderney or Sark), or whether the item is part of our Primark Click & Collect service. We will publish our standard charges on our website and may amend these from time to time. The final fee is determined when the item arrives at our UK hub, and you are responsible for payment before the item is forwarded to the Bailiwick of Guernsey. If your item is larger or heavier than our standard limits, we will calculate the shipping cost based on its size and weight. If you think your item might be oversized, we recommend contacting us or using our shipping calculator before placing your order to get an estimate of the likely cost.
- You are responsible for any additional charges related to customs, duties, or taxes.
- If you decide that you no longer want your item to be shipped to the Bailiwick of Guernsey after it arrives at our UK Hub, you can notify us. An administration fee of £15 will apply to cover handling and any return to the retailer. Once the item has been dispatched to Bailiwick of Guernsey, cancellations are no longer allowed, and any return would be at your cost.
- If we have to store your item at our depot in the UK for longer than 14 days, we may at our discretion charge a storage fee. This fee will depend on the size of the item and how long it's stored and may be up to twice our shipping fee.

#### Customs

- We are not responsible for any customs duties or taxes charged by Guernsey Customs (or for items originating outside the United Kingdom, UK Customs) when your goods arrive. Any services or actions beyond our standard service may result in additional charges.
- If you misdeclare your items and this leads to fines, penalties, or other legal consequences, you will be responsible for covering those costs. You agree to indemnify Guernsey Post for any resulting charges or damages.
- It's your responsibility to ensure your items comply with customs regulations. Guernsey Post
  is not liable if customs authorities seize your shipment for containing restricted or prohibited
  goods.
- The myUKaddress service is intended for purchases from UK-based retailers. If a shipment
  arrives from an international destination, any additional duties, taxes, or customs charges are
  your responsibility, and we are not liable for these fees. You are also responsible for ensuring
  that all customs requirements for any international items are met and that the goods are

cleared before they are shipped from our UK hub.

# Prohibited and Dangerous Goods

Guernsey Post does not accept or transport any items classified as prohibited or dangerous goods.

#### What are Prohibited and Dangerous Goods?

Dangerous goods are items or substances we have assessed as having the potential to be a risk to health, safety, property, or the environment. Prohibited items are goods that are banned from being shipped due to safety, legal, or regulatory reasons.

We will publish the list of prohibited and dangerous goods for the myUKaddress service on our website, and this list may be updated from time to time.

#### **Your Responsibility**

It's your responsibility not to request shipment of prohibited or dangerous goods through the myUKaddress service. If you try to send these items, they may be rejected or confiscated, and you could be held responsible for any legal consequences, damages, or fines. We may also choose to terminate your myUKaddress service.

#### **Our Rights**

Guernsey Post may inspect items we suspect to be dangerous or prohibited. By accepting these terms, you are agreeing that if we find prohibited or dangerous goods, we may <u>dispose of these items</u>.

#### Indemnity

You agree to indemnify Guernsey Post from any liability, damages, or costs that result from attempting to ship dangerous goods, including any legal penalties.

#### Perishable Goods

• We don't ship perishable items like fresh food or plants. By accepting these terms, you are agreeing that if we receive perishable goods, we may <u>dispose of these items</u>.

# Inspection of Items

- We may inspect items at any stage to make sure they comply with our terms, policies and legal requirements, and to check for damage.
- You agree that inspections may cause delays, and we aren't responsible for any issues that arise from this.

#### **VAT Refunds**

- At your request, Guernsey Post can provide proof of export for VAT reclaim purposes on goods shipped through our service.
- However, the retailer is not legally required to refund VAT, and Guernsey Post does not
  guarantee that using the provided documents will result in a successful VAT reclaim. We
  assume no liability if the retailer refuses or fails to refund VAT, and the responsibility for
  securing a refund rests solely with you and the retailer.

# Disposal of Items

• If we need to dispose of any items for reasons including, but not limited to, non-payment, prohibited or dangerous goods, or cancellation of your myUKaddress service, we reserve the

- right to do so in any manner we choose. This may include returning the item to the retailer, gifting it, or discarding it.
- You will not be entitled to any compensation for items that are disposed of, and we will not be held liable for any loss or damage resulting from the disposal of items.

## Use of Group Companies and Subcontractors

 We may use third parties or other companies within our group to carry out some or all of our services. When subcontractors, agents, or group companies act on our behalf, their work will be considered as fulfilling our responsibilities under these terms.

# Force Majeure

We will not be liable for any delay or failure in the performance of our obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond our reasonable control. Time periods within these terms related to delay, fees or disposal of items will be deemed suspended for the duration of such events, circumstances or causes.

## Indemnity

You agree to indemnify Guernsey Post from any liability, damages, or costs that result from your failure to pay any duties, taxes or customs applicable to your shipment.