

Terms and conditions

1. Description

Postmark Advertising provides advertising space next to the cancellation stamp on each item of 'stamp cancelled' mail that is delivered both on and off Island.

2. Available to

This Service is available to Personal Customers and Business Customers.

3. Definitions

- 3.1. 'Agreement' means a document emailed or posted to You by the IOMPO setting out the details and terms of the Service to be provided.
- 3.2. 'Charges' means the charges for the use of the Service as set out in clause 9 below.
- 3.3. 'Credit Account' means a credit account facility provided by IOMPO subject to the Credit Account Terms and Conditions.
- 3.4. 'Credit Account Terms and Conditions' means where there is a requirement for You to have a Credit Account to receive the Services that the Credit Account will be opened and managed in accordance with the terms set out in Schedule 3 of IOMPO 'General Terms and Conditions'.
- 3.5. 'Customer' means any legal person applying for the Service.
- 3.6. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.7. 'Advertising Logo' means the artwork supplied by You to IOMPO for advertising via the Service.
- 3.8. 'Service' means the provision of Postmark Advertising.
- 3.9. 'Terms and Conditions' means the general terms and conditions which apply to the delivery of the Service and which can be found at www.iompost.com
- 3.10. 'We', 'Us' and 'Our' means the IOMPO.
- 3.11. 'You' and 'Your' means the Customer.

4. General Terms

The Terms and Conditions apply to the provision of this Service by the IOMPO.

5. Application

- 5.1. The Service can be accessed by contacting IOMPO, and is available on a 'first come-first served' basis.
- 5.2. An Agreement detailing the service to be provided must be supplied to the Customer by IOMPO in order for a Postmark Advertising to be finalised.
- 5.3. Receipt of an Agreement together with the supply of Postmark Artwork by You to IOMPO and/or payment assumes acceptance of the terms and conditions for the Service.

6. Services and Duration

- 6.1. The Service can be booked per day.
- 6.2. The duration of the Service will be agreed between You and the IOMPO and will be set out in the Agreement (the 'Duration').
- 6.3. The advertising dates refer to the time interval the Postmark Advertising will be applied to the 'stamp cancelled' mail.

7. Special Conditions

- 7.1. IOMPO reserves the right at its sole discretion to refuse or accept Postmark Advertising at any point prior to the agreed Duration due to the nature of the advertising content being:
 - 7.1.1. likely to cause embarrassment to IOMPO, its employees or prospective recipients,
 - 7.1.2. prohibited or restricted by law, regulations or guidelines of any sort,
 - 7.1.3. or not meeting not the terms and conditions for Postmark Advertising.
- 7.2. Artwork for the advertising be delivered:
 - 7.2.1. in a Monochrome Bitmap Picture – BMP format
 - 7.2.1. To: sales@iompost.com
 - 7.2.2. Fifteen (15) working days prior to advertising
 - If the artwork is not provided by this time, IOMO reserves the right to defer the advertising to the next available slot.
- 7.3. Advertising content must conform to the latest version of the Advertising Standards Authority (see www.asa.org.uk) and any other relevant legislation, regulations or codes of practices.
- 7.4. Any additions or variations must be in writing and acknowledged on behalf of the IOMPO and the Customer.

8. Limitations/Exceptions

- 8.1. IOMPO cannot guarantee the volume of 'stamp cancelled' mail that is processed per day

9 Charges and Payment Terms

- 9.1. The charges for this Service are available at www.iompost.com
- 9.2. The balance of any Charges must be paid by the Thursday prior to the start of the agreed Duration, unless the Customer holds a valid Credit Account with IOMPO and arranges to be charged via this for using the Service.
- 9.3. If the advertising is cancelled by the Customer, or the Customer fail to provide artwork for advertising having received an Agreement, IOMPO reserves the right to:
 - 9.3.1. Defer the advertising to the next available distribution date;
 - 9.3.2. Within seven (7) days of the advertising date, Charge the full amount of the agreed cost of the advertising.
- 9.4. Any changes to the agreed arrangements will be subject to availability and ultimately at IOMPO's sole discretion.
- 9.5. In the case of a company with an IOMPO Credit Account, require the Customer to pay for the Service within the terms and conditions of their Credit Account; or
- 9.6. In the case of Customers without an IOMPO Credit Account, require the Customer to pay in full by the Thursday prior to the advertising date.
- 9.7. IOMPO does not offer compensation for consequential loss, and is not liable for any loss of profits, goodwill, or anticipated sales or savings whether direct, indirect, foreseeable or unforeseeable arising out of delay or failure in conveyance of advertising by either IOMPO, an employee of IOMPO or any of its business partners.
- 9.8. Any other claims for compensation must be submitted in writing within thirty (30) days of the end of the final day of advertising interval. In all cases claims must be substantiated in all respects to the satisfaction of IOMPO.