



**Class 1 Postal Licence**

**Application Procedures & Application Form**

## **I APPLICATION PROCEDURE**

All applicants must complete an official application form.

### **1.1 Review of Application**

The JCRA will review applications received with a view to establishing that:

- the application, if applicable and the declaration, is in due form and has been properly and fully completed;
- the service falls within the licence type applied for;
- the applicant is not disqualified from holding the licence concerned; and
- the appropriate application fee has been paid.

If the JCRA considers that the application has not been properly completed, or that the information provided by the applicant is insufficient to support the application, the JCRA shall contact the applicant within 56 days of the original application in order to seek further information or to request that the application be resubmitted. Please note that in such cases, the award of any licence to the applicant may be delayed.

### **1.2 Evaluation of Application**

In evaluating an application for a licence, the JCRA is required to meet its duties under Article 8 of the Postal Services (Jersey) Law 2004 ('the Law'). The JCRA will take into account, *inter alia*, whether the grant of a licence would help to ensure that:

- all current and prospective demands for postal services are provided both within Jersey and between Jersey and the rest of the world; and
- the short-term and long-term interests of postal users in Jersey are both furthered and protected.

(The full duties of the Authority under Article 8 of the Law are attached in Appendix 1).

### **1.3 Decision on Grant of Licence**

The JCRA will endeavour to deal with all applications as quickly as possible. In any event, the JCRA will aim to notify the Applicant of its decision in relation to the grant of a licence within 56 days of receipt of the licence application provided that the application is in due form and has been properly and fully completed.

If additional information is required after the original application has been submitted, it may be necessary to extend the 56 day period. A decision on the grant of a licence will then be issued, within 56 days of such time at which the JCRA considers the application to be in due form, properly and fully completed, with sufficient information having been received. If sufficient information is not provided, it is likely to result in the refusal – automatic or otherwise – of the application.

In accordance with its duty under Article 24 of the Law, the JCRA will issue to the Applicant an initial notice of its proposal to grant or refuse a licence. It is a requirement of

the Law to publish this notice in the Jersey Gazette, whereby the JCRA will seek comments on the proposal. The comment period is 28 days.

If no comments are received, the proposed action takes immediate effect at the end of the comment period.

If comments are received, the JCRA will consider them and issue a public final notice, stating whether or not it should proceed with granting a licence in light of any representations or objections that have been made. It will simultaneously issue the Applicant with a final notification of its decision.

#### **1.4 Exercise of Rights**

Provided the relevant application fee has been paid, an Applicant will be entitled to exercise the rights conferred by the relevant licence upon receipt of the final notification of the JCRA's decision to grant the licence.

## II POSTAL SERVICE OPERATOR'S LICENCE APPLICATION FORM

### GENERAL INFORMATION

- *This application form must be completed fully in type or block letters;*
- *Applicants are expected to attach extra pages setting out the information required in Part 2 of this form, or wherever more space is required;*
- *Any attached pages must be typed and A4-size. The information on extra pages must be presented clearly and numbered in accordance with this form;*
- *Applicants are required to submit 2 full hard copies of the application, plus an electronic copy, including any attachments; and*
- *Completed forms must be sent to: The Jersey Competition Regulatory Authority, 1-9 Union Street, Salisbury House, St Helier, Jersey, JE2 3RF, Channel Islands. Envelopes should be marked for the attention of the Executive Director.*

### PART 1: CONTACT AND BUSINESS DETAILS OF APPLICANT

#### 1.1 Details of Applicant Organisation

Name of Applicant <b>TNT Post UK Limited</b> (a limited company incorporated under the laws of England and Wales and registered under no 04417047) (" <b>TNT Post</b> ")
Address of Applicant  <b>1 Globeside Business Park Fieldhouse Lane Marlow Buckinghamshire England SL7 1HY</b>
Website of Applicant (if applicable) <b><u><a href="http://www.tnpost.co.uk">www.tnpost.co.uk</a></u></b>

#### 1.2 Trading name

Name under which Applicant proposes to trade  <b>TNT Post</b>
Registered office address (if different to that in 1.1)  <b>As above</b>

**1.3 For companies or other bodies corporate**

Registered number

N/A

**1.4 For overseas applicants only**

Address in Jersey for service of process or other notices

**The Law Debenture Trust Corporation (Channel Islands) Limited**  
**PO Box 150**  
**First Island House**  
**Peter Street**  
**St. Helier**  
**Jersey**  
**JE4 5NW**

**1.5 Details of designated contact person within Applicant Organisation**

Name

**Angus Russell**

Position held in Applicant Organisation

**Director of Legal and Corporate Affairs**

Address (if different from that in 1.1)

**As above**

Telephone Number **01628 816790**

Mobile Telephone Number **078180 75452**

Fax number **01628 816 881**

E-mail address **angus.russell@tntpost.co.uk**

**1.6 If the Applicant is a company, partnership, co-operative or other body, please give the name(s) and private address(es) of each of the current directors, company secretary, partners, or members of the committee of management. (Applicants must provide the names and addresses of all relevant individuals. If more space is required please attach an extra page.)**

Name <b>Nicholas Mark Wells</b>	Name <b>James Graham Dymott</b>
Position	Position

<b>Director - CEO</b>	<b>Director - CFO</b>
Address <b>Old Whitelocks Garsons Lane Warfield Berkshire RG42 6JA</b>	Address <b>The Lauderdales 185 Finchampstead Road Wokingham Berkshire RG40 3HD</b>

Name <b>Charles Andrew Seton Neilson</b>	Name <b>Angus Neil Russell</b>
Position <b>Director – Group Commercial Director</b>	Position <b>Company Secretary</b>
Address <b>96 Ashford Road Bearsted Maidstone Kent ME14 4LT</b>	Address <b>Kings Farm Enborne Row Wash Water Berkshire RG20 0LY</b>

**PART 2: SERVICE DETAILS**

**SECTION A**

**A.1 Information on Service Details and Charges**

A.1a	<p>Details of the products and services provided by the Applicant and the terms on which they are available, including:</p> <ul style="list-style-type: none"> <li>• types of mail the applicant proposes to carry under this licence;</li> <li>• targeted customer base;</li> <li>• likely geographical coverage;</li> <li>• proposed timescale for commencement of licensed operations; and</li> <li>• forecast of volume and revenue for the applicant’s licensed postal services business for at least the first year and the basis upon which such forecasts have been prepared.</li> </ul>
	<p><b>TNT Post initially propose to deliver in the United Kingdom bulk shipments of packets and large letters, longer term all mail types including letters would be considered, dependent on the availability of licences so to do. There are no immediate plans to carry out deliveries in</b></p>

	<p>Jersey but we would keep this under review as opportunities arise and regulatory conditions permit.</p> <p><i>Targeted customer base</i>  Target customer base is large volume exporters of goods</p> <p><i>Likely Geographic Coverage</i>  Items for export to the UK and Overseas Destinations</p> <p><i>Proposed Timing</i>  July 2010 (or as soon as permitted by licence, if later)</p> <p><i>Forecast Volume and Revenue</i></p> <p>From our analysis of the packet and large letter market there are @ ●m items available for dispatch to the UK and Overseas.</p> <p>In the first year of operation our expected volume would be ●% of the available market worth £●m</p> <p>The basis of the analysis is ●</p>
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## A.2 Protecting the integrity of mail

A.2a	<p>Please provide, in relation to any of the persons named in response to question 1.6 above:</p> <ul style="list-style-type: none"> <li>• please provide a copy of the applicant's registration under the Data Protection (Jersey) Law 2005; and</li> <li>• please provide details on how the licensee proposes to comply with protecting the Integrity of Mail.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Data protection:</b> TNT Post has been advised by The Office of the Data Protection Commissioner that, as personal data will be processed in the United Kingdom only and for so long as TNT Post does not have equipment in Jersey which processes personal data, there is no requirement for a notification under Data Protection (Jersey) Law 2005.</li> </ul> <p>TNT Post UK Limited has a current registration in the United Kingdom under Data Protection Act 1998. This is set out in Annex A.2a.</p> <ul style="list-style-type: none"> <li>• <b>Mail Integrity &amp; Security:</b> is discharged through the Director Security TNT Post UK Ltd. For licensed mail in the UK, TNT Post UK Ltd is subject to and adopts the Mails Integrity Codes of Practice ("MICOP"), under condition 5 of the licence agreement with Postcomm. Mails Integrity covers the requirements imposed on licensees by the regulator (Postcomm) to ensure that items in the post are handled safely and securely and we are inspected against that criteria and compliance assurance. TNT Post security's view is that measures put in place by TNT Post UK to ensure the integrity of the mail is key to consumer confidence in the market. Therefore, the measures currently deployed in the United Kingdom would be implemented in Jersey. TNT Post's mails</li> </ul>

**integrity procedures adopt policies on:**

- **Recruitment – including vetting and identity assurance**
- **CRB or Disclosure Scotland declaration (or equivalent)**
- **Training – in all aspects of mails handling, section 83/84 Postal Services Act 2000 criminal offences, Mails Integrity Codes of Practice (COP). For activities in Jersey, this would also cover relevant Jersey criminal law including offences under Part 12 Postal Services (Jersey) Law 2004.**
- **Disciplinary procedures – including contravention of mails integrity COP**
- **Security of mail – including premises access / egress, vehicles and equipment, Identification**
- **Information and reporting requirements – reportable offences to Postcomm (for UK events) and internal management control / Incident reporting**
- **Agents and Sub-contractors – standards applied commensurate with internal control mechanisms.**

**Security checks within the period of employment fall into two overlapping areas. The first relates to initial recruitment and security vetting of all personnel involved in the TNT Post operation and the review of this vetting, MICOP training and Mail Handling Declaration. The second relates to the TNT Search Policy in place as part of the day-to day operation and general security measures adopted at all mail handling sites, CCTV, Access / Egress control, Search and outsourced security.**

**Specific stages and details of the TNT Mail Security policy / manual and procedures can be found at TNT Post UK Ltd. premises. The vetting process starts from the initial reply to any potential candidate for a position within the operation as part of the recruitment process HR/Security manager follows a series of guidelines to ensure that all areas of recruitment are covered (Briefing Pack Recruitment Process.ppt). These include a variety of TNT Mail specific documentation and vetting procedures for this operation.**

**As part of our recruitment process, all applicants offered employment must obtain a completed Subject Access Report (Criminal Records Check) or equivalent which details any past or present criminal records if any such records exist. The Subject Access Report is re-submitted by every employee involved in the operation every 3 Years. As an integral part of each new employee's first day induction to TNT Post, each employee must sign a TNT Post Declaration for Mail Handling (Declaration Revised annually). All Subject Access Checks and Declaration of Mail Handling documents have been signed, to ensure conformity across the operation, by all TNT Post employees involved in the licensed operational areas.**



	<b>All staff, lockers, offices and vehicles will be subject to the TNT Search Policy. All staff/visitors will be subject to random search on entering and exiting site.</b>
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### **A.3 Application of standard template licence conditions**

A.3a	If the applicant believes any of the standard template licence conditions should not apply to it, please indicate which these are and provide reasons in each case. The standard templates may be downloaded from the JCRA website. ( <a href="http://www.jcra.je/postal">www.jcra.je/postal</a> )
	N/A
A.3b	Please indicate if there are any other conditions the applicant believes should be included in its licence.
	N/A

### **A.4 Information relating to customer service**

A.4a	Details of quality of service targets supported by the Applicant.
	<p><b>TNT Post will contractually commit to delivering the following quality of service to organisations appointing TNT Post:</b></p> <p><b>Premier – (pre-sorted mail) – ●% of mail presented to Royal Mail the day following arrival in the UK. Royal Mail’s target is that 95% of this will be delivered by Royal Mail the following day giving a 3 day service from Jersey to the UK.</b></p> <p><b>PremierSort (unsorted mail) – ●% of mail presented to Royal Mail the day following arrival in the UK. Royal Mail’s target is that 95% of this will be delivered by Royal Mail the following day giving a 3 day service from Jersey to the UK mainland</b></p> <p><b>Overseas Mail (Unsorted) – service standards agreed with customers dependent on delivery requirement and postal operator used</b></p>
A.4b	Details of current contracts with all classes of customers (please provide copies).
	<p><b>TNT Post is the UK’s market leader in providing alternative mail solutions and the number one challenger to Royal Mail.</b></p> <p><b>At the time of completing this questionnaire, TNT Post provides services to circa ●,000 clients across a wide variety of sectors including:</b></p> <p><b>UK Government and Utilities – HMRC, National Savings and</b></p>

	<p><b>Investments, NHS, Centrica, nPower, Scottish Power</b></p> <p><b>Financial services – Barclays Bank, Santander, National Australia Group, Northern Rock, Standard Life, Saga/AA, Axa, Allianz, Zurich, Provident, Royal &amp; Sun Alliance</b></p> <p><b>Retail – Sainsbury’s, Matalan, Next, Tesco, Argos, Homebase and Boots</b></p> <p><b>Mail Order – Shop Direct, JD Williams, Redcats, Otto, Lovefilm</b></p> <p><b>Media/Telecoms – BT, Vodafone, Sky, Orange, T-Mobile, Yell</b></p> <p><b>Due to the commercial content and confidential nature of these contracts TNT Post is unable to provide copies. In any event, none of these customers is a Jersey customer.</b></p> <p><b>TNT Post currently has no customers in Jersey.</b></p>
A.4c	<p>Details of measures adopted by the Applicant for the effective and fair resolution of complaints made by customers and other operators who are customers of the Applicant.</p>
	<p><b>As a group company of one of the world’s leading service providers, TNT Post understands that putting leading infrastructure, processes, systems, and people in place is key to delivering excellent service to our clients and minimising customers’ issues.</b></p> <p><b>However, like any service provider reliant upon people and manual process, we are not immune from making mistakes, leading to a customer complaint. Consequently TNT Post’s documented (ISO9001 accredited) complaint process is as follows:</b></p> <ul style="list-style-type: none"> <li>• <b>Acknowledge the customers’ concern and the importance of their complaint</b></li> <li>• <b>Take all details of the customer’s complaint</b></li> <li>• <b>Remind customer where appropriate of the Down Stream Access process and Royal Mail’s final mile delivery involvement</b></li> <li>• <b>Determine if customer would like a written or verbal response</b></li> <li>• <b>Inform the customer of complaint process and timelines</b></li> <li>• <b>Thank the customer for taking the time to contact us with their complaint</b></li> <li>• <b>Input complaint into Complaint Log</b></li> <li>• <b>Thorough investigation by Customer Services Team member</b></li> <li>• <b>Identification of cause(s) and complaint data</b></li> <li>• <b>Communication to relevant area of the business so that processes can be improved and where possible the issue eradicated</b></li> <li>• <b>Appropriate communication and action to customer, including</b></li> </ul>

	<p>where required offering alternative solutions to avoid the issue happening again for the customer</p> <ul style="list-style-type: none"> <li>• Close complaint in customer complaint log</li> </ul>
A.4d	<p>Details of measures adopted by the Applicant to ensure transparent publication of all terms and conditions including charges for services.</p>
	<p><b>TNT Post will, if required, compile and issue annually a standard rate card for all services provided to Jersey businesses. For the purpose of this response, TNT Post will support this initiative and provide the level of transparency via a Jersey application icon/area on our website.</b></p> <p><b>Discounts may be applied to clients' rates based upon clients' specific mail profiles and settlement terms. Due to the commercial sensitivity of these variables and the need for the normal conditions of competition to be allowed to operate, such discounts will be deemed confidential in nature.</b></p>
A.4e	<p>Details of any Code of Practice in relation to customers, including withdrawal of service from customers.</p>
	<p><b>There will be no code of practice.</b></p> <p><b>Our standard terms and conditions (set out in Annex A.4e) set out the conditions on which we are entitled to cease providing services or to refuse to take mail from a customer.</b></p>

#### A.5 Postal Services (Jersey) Law 2004 - Article 8

A.5a	<p>Applicants should state how their proposal for conducting postal services activities satisfies the primary and secondary considerations, detailed in Article 8 of the Law. (Please refer to Appendix 1).</p>
	<p><b>In making its decision to grant licences for bulk packets and large letters, TNT Post believes that the JCRA has demonstrated the need for the phased introduction of competition in Jersey by reliable operators.</b></p> <p><b>Primary duty</b></p> <p><b>TNT Post's decision to apply for a licence is in response to requests from companies in Jersey who are seeking service offerings for delivery of mail from Jersey in the United Kingdom and the rest of the world. The benefits of competition in the United Kingdom, where</b></p>

we have been active since August 2004, include customer choice, innovation, greater efficiency, price competition, improved service levels and more responsive customer service and account management. We fully expect competition to provide similar benefits in Jersey, thereby meeting the demands of economic operators in Jersey.

TNT Post is the leading alternative to Royal Mail in the United Kingdom and now trades profitably, after starting operations in August 2004. In the UK we employ over 1000 people and have over ●000 customers, with an annual turnover of £260 million in 2008.

Article 8.1(b) appears to relate to operators who have shares owned by the States and, as such, is not applicable to TNT Post.

- (a) By granting this licence, TNT Post believes that the short-term and long-term interests of users within Jersey of postal services will be enhanced, for the reason set out above;
- (b) As has been seen in the UK and other postal markets where competition has been introduced, the introduction of competition has promoted efficiency, economy and effectiveness in commercial activities within the provision of postal services, as a whole, and in particular within the incumbent. The EU countries where competition has been introduced (The Netherlands, Germany and the UK being three good examples) have shown the resulting efficiency drive within the incumbent. Although there is a clearly perceived decline in letter mail volumes, there is expected growth in packet and parcel services from increased e-commerce. By granting licences, the JCRA will create customer choice and competition so the services for these items are as customer-responsive, cost effective and efficient as possible;
- (c) By creating an efficient and expanding e-commerce fulfilment industry in Jersey, the JCRA will further the economic interests of Jersey. The location of Jersey outside the EU and the current availability of Low Value Consignment Relief make Jersey an attractive place for these new industries to invest;
- (d) By granting a licence, the JCRA would be demonstrating that it was imposing a minimum of restriction on persons engaged in commercial activities connected with postal services in Jersey;
- (e) As stated above, TNT Post has a solid track record and sufficient financial and other resources to conduct those activities; and
- (f) As TNT Post would be seeking a licence for bulk packets and large letters there is no direct effect on the special needs of persons who are disabled or have limited

	<b>financial resources or have particular needs.</b>
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**A.6 Other**

A.6a	<p>Please provide, in relation to any of the persons named in response to question 1.6 above:</p> <ul style="list-style-type: none"> <li>• full details of any disqualification orders or undertakings under the The Bankruptcy (Désastre) (Jersey) Law 1990, the Companies (Jersey) Law 1991 or the UK Company Directors Disqualification Act, 1986.</li> </ul> <p>N/A</p>
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## SECTION B

### DECLARATION

*Please note: this declaration constitutes an agreement to abide by the condition of the licence, if awarded, as well as confirmation that the information furnished is complete and accurate in all respects. Where there is more than one signatory, each individual must fill out a separate declaration. Photocopies of the original form are acceptable.*

**All Applicants are to complete this declaration, which must be signed:**

- in the case of an individual, by the person in whose name the application is made;
- in the case of a partnership, by each of the partners;
- in the case of a company or other body corporate, by a director, company secretary or other authorised officer;
- in the case of a co-operative or other body, by the secretary of the co-operative or other body; and
- I enclose the licence application fee of £500 (Class I licence)

Name of Applicant <b>TNT Post UK Limited</b>
Full name of Signatory <b>Mr Andrew Charles Goddard</b>
Position held in Applicant Organisation – <b>National Sales Director</b> (duly authorized)

On behalf of the Applicant, I declare that:

- this application is made in accordance with the Postal Services (Jersey) Law 2004;
- the information provided in respect of this application is true, accurate and complete in all respects and is not misleading;
- all information that may be relevant to this application has been fully and properly disclosed to the JCRA; and
- I am authorised to make this declaration on behalf of the Applicant named above.

**Signed:**

**Date:**

**Annex A.2a**

**TNT POST UK LIMITED – UK DATA PROTECTION REGISTRATION**

**TNT POST UK LIMITED – TERMS AND CONDITIONS**

**1. Who is covered by these terms and conditions?**

These conditions apply to you, the sender, of the mailing of items and anyone else who has an interest in the mailing. Your contract is with TNT Post UK Limited (“TNT Post”) and you accept that these conditions can also be relied upon by all of our affiliates and anyone who collects, transports, delivers or otherwise handles the mailing or any of its contents. A change to these conditions is only valid if there is a separate written agreement, signed by you and a fully authorised representative of TNT Post. Unless we have a separate written agreement with you which says otherwise, we will choose the routing of your mailing and the subcontractors and agents we use.

**2. What items do we not accept?**

We do not accept, and you must not require us to deliver, any items which are prohibited by any law, dangerous goods rules or any regulation or code of practice such as the British Codes of Advertising and Sales Promotion or which do not comply with the provisions of our Customer Guide (these are called “Prohibited Items”). We may require you to show us samples of the items you wish to ship but, whether or not we do ask for this, it is your full responsibility to ensure that no Prohibited Items are handed over to us. If you do hand over any Prohibited Items, you agree to indemnify and hold us fully harmless from any claims made against us and for any loss, liability or damage we may incur and you also agree that we can deal with any Prohibited Items in whatever way we think fit. We reserve the right to refuse to accept or collect a mailing from you, at any time, for any reason including if we have reason to believe the mailing contains Prohibited Items.

**3. Opening items**

To the extent permitted by law and regulation, in order to make sure that there are no Prohibited Items (these are described in condition 2) and to comply with disclosure requirements imposed by law or under the TNT Post postal licence, we may need to open your mailing. You understand that we have this right and will hold us harmless against any claims we may receive or make good any loss or damage we incur.

**4. How much compensation are you entitled to if we fail to perform?**

We will do our best to deliver your mail safely and on time but we do not accept unlimited responsibility for anything that happens to your mailing. If your mailing, or any of the items in it, is lost or damaged we will compensate you for direct losses which you suffer (i.e. the actual cost of the lost item), up to a maximum of 10 pence per item or £2 per kilo (whichever is the lower), and subject to a maximum overall liability of £1 million for each and every incident arising out of the same event or occurrence and with an aggregate liability of no more than £1 million. We do not accept and expressly disclaim any liability for special, indirect, incidental or consequential losses or damages (including, but not limited to, loss of opportunity, wasted costs or lost profits) or loss which is caused by something over which we have no direct control (e.g. force majeure or a service provided by Royal Mail provided that if TNT Post receives compensation from Royal Mail in respect of the Customer’s mailing, it shall account to the Customer for the amount



received). Delivery times are not guaranteed, therefore, we do not accept any liability if your mailing is delayed. If your mailing needs protection above the limits in these conditions, we advise you to take out appropriate insurance. In the exceptionally unlikely event that our negligence results in physical injury or death, we do not limit our liability.

## **5. Undelivered items**

If a mailing or any item is not delivered for whatever reason and has no visible return address, you permit us to open the item and to try to return it to you, at your cost. We will try to contact you to reach agreement on how to deal with such items but, in order to minimize our costs and disruption to our business, you agree that we can deal with such undelivered items in any way we consider appropriate (which may involve arranging for delivery, returning them to you or arranging for collection by you or selling or destroying the items). If any charge is levied by Royal Mail or another operator for handling any undelivered items, those charges will be passed on to you, at cost.

## **6. How to bring a claim for loss or damage?**

Even if you have a claim that the service was not properly performed, you agree to pay the charges for the mailing and all of our costs, independently of any eventual settlement. If you do have a claim for loss or damage to a mailing or any items contained in a mailing, you agree that you will:

- Report it in writing to our Customer Service Centre at TNT Post, 1 Globeside Business Park, Fieldhouse Lane, Marlow, Buckinghamshire SL7 1HY and
- Do so as soon as possible and, at the very latest, within 30 days of the date of collection.

If you do not comply with this procedure, we will not accept liability for any such lost or damaged items.

## **7. Our property**

If we make any property available to you to enable us to provide the service, you must keep it in a secure location and use it only in connection with our services. You must not let any third party use the property unless we have given you our written consent. If we request you to return any such property, you must do so immediately and, if you do not, you acknowledge that we can charge you for replacing it. If there is any loss or theft of, or damage (beyond fair wear and tear) to, the property we will be entitled to claim compensation from you, to cover our costs of repair or replacement.

## APPENDIX 1

### **Article 8      Duties of Committee and Authority**

- (1) The Economic Development Committee and the Authority shall each have a primary duty to perform its functions under this Law in such a manner as it considers is best calculated to ensure the following:
  - (a) that (so far as in its view is reasonably practicable) such postal services are provided, both within Jersey and between Jersey and the rest of the world, as to satisfy all current and prospective demands for them, wherever arising;
  - (b) that the company, to the extent that it is or is to be licensed under this Law, has sufficient financial resources to discharge, during the period when this subparagraph is in force, its liabilities under securities issued by the company to the States.
  
- (2) In so far as it is consistent with paragraph (1), the Economic Development Committee and the Authority shall each have a duty:
  - (g) to perform its functions under this Law in such a manner as it considers is best calculated to protect and further the short-term and long-term interests of users within Jersey of postal services, and to perform them, wherever it considers it appropriate, by promoting competition among persons engaged in commercial activities connected with postal services in Jersey;
  - (h) to perform its functions under this Law, in such a manner as it considers is best calculated to promote efficiency, economy and effectiveness in commercial activities connected with postal services in Jersey;
  - (i) to perform its functions under this Law in such manner as it considers is best calculated to further the economic interests of Jersey;
  - (j) to perform its functions under this Law in such manner as it considers is best calculated to impose a minimum of restriction on persons engaged in commercial activities connected with postal services in Jersey;
  - (k) in performing its functions under this Law, to have regard to the need to ensure that persons engaged in commercial activities connected with postal services in Jersey have sufficient financial and other resources to conduct those activities; and
  - (l) in performing its functions under this Law, to have regard to any special needs of persons who are disabled or have limited financial resources or have particular needs.
  
- (3) The Economic Development Committee and the Authority shall in considering whether the postal services referred to in paragraph (1)(a) satisfy the demands referred to in that subparagraph, have regard to:
  - (a) whether the services are rapid, of high quality and reliable;
  - (b) whether the services are affordable by and accessible to the highest number of practicable of business and domestic users;
  - (c) whether the services are provided at times, at places and in ways, that meet the demands of the highest number practicable of business and domestic users;

- (d) whether users are able to express their views about the provision of the services;  
and
  - (e) any objectives that the States prescribe by Regulations, including, but not limited to:
    - i) the provision of a universal postal service, a social postal service or any form of subsidized postal service; and
    - ii) the provision of certain services at uniform tariffs or at subsidized tariffs.
- (4) In paragraph (1)(b)-  
“liabilities” means any liabilities, debts or obligations (whether present or future and whether vested or contingent);  
“securities issued by the company to the States” means securities issued by one company to another company, by the company to the States, or by the company to any body corporate wholly owned directly or indirectly by the States.
- (5) Paragraphs (1)(b) and (4), and this paragraph, shall cease to be in force on the tenth anniversary of the date when they come into force.