

Postage by Phone Agreement

Customer Details: (BLOCK CAPITALS)

Full Name:

Business Address:

Post Code:

Contact Name:

Contact Position:

Tel No:

Fax No:

Email:

Company Reg. No

Use existing Postage by Phone Account

Pay in advance by Direct Debit (see Clause 6 of the Terms and Conditions) Agreed Deposit Balance £ £50 increments only

For each meter reset you will be charged a £8.00 Meter Reset Charge if paid by Direct Debit or a £11.00 Meter Reset Charge if paid by invoice.

Signatures

This Agreement consists of two pages including this page. Do not sign it unless you have received a clear copy of both pages.

The agreement between us, Pitney Bowes Limited and you, our customer, at the address shown above, is effective from the date it is signed by you. By signing below, you apply to Pitney Bowes Limited to obtain the Services on the Terms and Conditions (D_PbyP 07-17 IMS Only) of this Agreement and you agree to Pitney Bowes Limited using your information as set out in Clause 10 Data Protection.

Signature of Hirer: X Date of Signature:

Name:

Position:

OFFICE USE ONLY

Accepted for and on behalf of Pitney Bowes Limited Date of Signature:

Agreement No.	Order No.	Cust. A/C No.	PbP No.	SR No.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PBL Region:	A/C Mgr:	Emp. No:	Prom Code:	PPwr No.: 6335 05
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Pitney Bowes Limited. Registered Office: Building 5 Trident Place, Hatfield Business Park, Mosquito Way, Hatfield, Hertfordshire, AL10 9UJ. Registered in England No. 182037. VAT Registration No. 213329300 D-PbyP 07-17 IMS Only



INSTRUCTIONS TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT
Please fill in the form and return to:

PITNEY BOWES RMRS TRUST FUND, Direct Debit Collections, Building 5 Trident Place,
Hatfield Business Park, Mosquito Way, Hatfield, Hertfordshire, AL10 9UJ
Name and full postal address of your Bank or Building Society

Service User Number 9 9 5 3 4 7

Reference:

The Manager:

Address:

Postcode:

Instruction to your Bank or Building Society
Please pay Pitney Bowes RMRS Trust Fund T/A Postage by Phone Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Pitney Bowes RMRS Trust Fund T/A Postage by Phone and, if so, details will be passed electronically to my Bank/Building Society.

Name(s) of Account Holder(s):

Signature(s):

Date:

Branch sort

Bank/Building Society account

Banks and Building Societies may decline to accept instructions to charge Direct Debits to certain types of account.

This guarantee should be detached and retained by the Payee

THE DIRECT DEBIT GUARANTEE



• This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. • If there are any changes to the amount, date or frequency of your Direct Debit, Pitney Bowes RMRS Trust Fund T/A Postage by Phone will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Pitney Bowes RMRS Trust Fund T/A Postage by Phone to collect a payment, confirmation of the amount and date will be given to you at the time of request. • If an error is made in the payment of your Direct Debit by Pitney Bowes RMRS Trust Fund T/A Postage by Phone or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society. - If you receive a refund you are not entitled to, you must pay it back when Pitney Bowes RMRS Trust Fund T/A Postage by Phone asks you to • You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Postage by Phone Terms and Conditions

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1 ACCEPTANCE

Pitney Bowes Postage by Phone is a Pitney Bowes programme by which you have the option of paying for Meter Resets by payment in advance. If you use the Account you are agreeing to the conditions of this contract, the "Agreement", which govern how you may use the Account.

2 DEFINITIONS

In this Agreement the following words shall have the following meanings:

"Account" means your Pitney Bowes Postage by Phone Account;

"Agreed Deposit Balance" – the amount you have agreed to pay to us to credit your Postage by Phone – pay in advance account to enable us to reset a postage meter using the Postage by Phone facility;

"Data Capture" – the capability of Pitney Bowes to process and archive information regarding postal product usage by product type and weight break;

"Meter" means your Pitney Bowes postage meter;

"Meter Reset" means the resetting of your Meter with postage;

"Meter Reset Charge" – administration charge payable by you for each Postage by Phone – pay in advance reset;

"Pitney Bowes" means any company within the Pitney Bowes group of companies;

"PSD" – (Postal Security Device) Device used for Postage by Phone security and funds management;

"Postage by Phone" – Postage resetting facility;

"Royal Mail" means the trading name of Royal Mail Group Plc;

"Scheme" means the Royal Mail Scheme for Franking Letters and Parcels, as issued by Royal Mail from time to time.

"Us" and "we" means Pitney Bowes Limited;

"Vault" – Postage by Phone revenue security device;

"You" and "your" means you, the customer, and includes any of your authorised employees.

3 YOUR OBLIGATIONS

3.1 You must use the meter in accordance with your licence as outlined in the Scheme.

3.2 You are the only one entitled to use the Account.

3.3 You must pay all charges arising from the use of the Account.

3.4 You must have the Meter connected to a working phone line to use the service Postage by Phone.

3.5 You may at any time apply to use to upgrade your account so you can take advantage of our Purchase Powersm facility.

3.6 You must not without our written permission assign this Agreement to anyone else.

4 OUR RIGHTS, OBLIGATIONS AND LIABILITY

4.1 Our rights will not be affected if we do not enforce, or delay enforcing, any of these terms.

4.2 We may:

(a) assign or transfer our rights or obligations to another party by informing you in writing;

(b) use any credit balance we are holding on your behalf towards payment of any sum you owe us or which will fall due to us.

4.3 We will not be responsible for any delay, or the consequences of any delay, in performing our obligations if the delay is due to your failure to notify us of any change in your address or to any circumstances beyond our control.

4.4 Except in the case of personal injury or death:

(a) due to our negligence, or fraudulent misrepresentation or fraudulent concealment, our liability in respect of any claim for damage caused by the Products or by us during the performance of this Agreement shall be limited to one hundred thousand pounds (£100,000.00);

(b) caused by our negligence, we shall in no circumstances be liable for any consequential, indirect or special loss or damage (including without limitation loss of business or loss of profit) howsoever arising (whether in contract, negligence, other tort or otherwise).

5 METER RESET CHARGE

5.1 For each meter reset you will be charged a £8.00 Meter Reset Charge if paid by Direct Debit or a £11.00 Meter Reset Charge if paid by invoice.

5.2 We reserve the right to vary the Meter Reset Charge from time to time by giving you at least 30 days notice in writing.

5.3 VAT will be added to all transactions and fees, if applicable, at the rate which applies on the date the payment is due.

6 POSTAGE BY PHONE – paying in advance

6.1 We will:

(a) collect from you an amount equal to the Agreed Deposit Balance; credit your account with your payment and allow you to reset your Meter as required up to the credit balance of your account;

(b) pay to Royal Mail on your behalf the amount due in respect of each reset;

(c) if Royal Mail refunds or surcharges a sum of postage under the terms of your licence as outlined in the Scheme, Pitney Bowes will apply the postage to your Postage by Phone account

(d) deposit the monies held in your account into a designated bank account;

(e) not pay you interest on funds held in your account or elsewhere on your behalf, but will retain for our benefit all income accruing on your account;

(f) let you know in writing your account balance, repayable to you on 30 days written notice of termination (by either you or us) of this payment method, and ask for your written instructions for sending you the monies, if any, subject to Clause 4.2(b).

6.2 You will pay us, immediately on demand by us, any advance we may allow you to reset your meter together with a handling fee charged at the prevailing rate (of which we will notify you from time to time) for the advance.

6.3 You will surrender to Pitney Bowes Limited the monies due to you under Clause 6.1(e) above if you do not claim the monies within 180 days of us telling you the amount repayable to you.

6.4 You will allow us to repossess any Postage by Phone security codes, Vaults, PSDs or Meters if we provide you with evidence that Royal Mail has asked us to repossess them.

7 ENDING THIS AGREEMENT

7.1 This Agreement will terminate automatically if you have released to us all Meters in your possession.

7.2 Any monies left on the Account can be claimed for refund to you as per Clause 6.3

8 JOINT AND SEVERAL LIABILITY

If your business is a partnership, each individual partner and the partnership business are all legally bound by the Terms and Conditions of this Agreement. This Clause does not apply if you are trading together as a Limited Liability Partnership.

9 NOTICES

Any/all notice(s) given under this Agreement must be sent by first class pre-paid post to the address shown on the page overleaf or to any other address we have told each other about in writing. The notice will be deemed delivered two business days after posting. Any/all Legal notice(s) must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY".

10 DATA PROTECTION

10.1 You have a right to know how we will use your personal information. Personal data provided by You and, in particular, the person signing this Agreement, will be processed by us in compliance with the UK Data Protection Legislation and may be transferred to other companies within the Pitney Bowes Group, subcontractors, assignees, and other persons who act on our behalf for the purposes of fraud prevention, tracing of debtors and recovering of our property. We may send you information in relation to the performance and/or the administration of the Postage by Phone postage meter re-crediting and resetting service; a postal regulatory and/or postage meter security matter required; or the performance and/or the administration of Purchase Power. By signing this Agreement, You expressly consent and agree to such transfers, including those made to countries outside the European Economic Area (EEA), including but not limited to the United States for the purpose of this Agreement, which provide lesser protection than the laws of the European Union. We remain responsible for data security. You are entitled to exercise the rights of access, amendment, deletion or objection to the personal data held by us by notifying us in writing.

10.2 Postage by Phone and Data Capture information may be routinely supplied by us to Royal Mail to provide you with information about Royal Mail products and services. We will use the Postage by Phone and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

11 JURISDICTION

This Agreement is governed by and construed in accordance with Scottish law where you are ordinarily resident in Scotland. In all other cases, this Agreement is governed and construed in accordance with English Law. We all agree to submit to the exclusive jurisdiction of the Scottish/English Courts (as appropriate).

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