

Terms and Conditions of Pitney Bowes Pay As You Go

1 ACCEPTANCE

Pitney Bowes Pay As You Go ("PAYG") is a Pitney Bowes programme by which you may have opted to pay for Meter Resets, Activity Fees, postage and shipping by deferred payment. If you use the Account, you are agreeing to the conditions of this Agreement which govern how you may use the Account. Your outstanding balance on your Account will be collected in full by Direct Debit within (5) days of the date of your Invoice.

2 DEFINITIONS

"Account" means your Pitney Bowes PAYG Account;

"Activity Fee" means the fee we will charge for your use of the PitneyShip[®] Pro Application, the amount currently being the greater of £1 or 1% of the total amount of shipping transactions through the PitneyShip[®] Pro Application billed to your account in the relevant billing period;

"Data controller, personal data, and processing" are as set out in the Data Protection Legislation in force at the time;

"Data Protection Legislation" means the Data Protection Act 2018 and UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

"Due Date" means the date by which payment of the outstanding balance on the invoice must be paid by you;

"Late Payments Fees" mean charges payable by you for each time that you pay late on or after due date;

"Meter" means your Pitney Bowes postage meter;

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

"Meter Reset Fee" charges payable by you for each Meter Reset;

"Outstanding Balance" means the present balance of your Account at the date we send you your invoice;

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

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

"Invoice" means the invoice we will send you (a) when the outstanding balance on your Account exceeds £25 or (b) if the balance outstanding on your account remains below £25 for longer than 30 calendar days;

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

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

3 USE OF THE ACCOUNT

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

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

4 PAYMENT

4.1 We will set up on your behalf an Account and we will: a) send you invoices showing the balance due to be paid to us by you; and (b) automatically charge to your account postage, Meter Reset Fees, shipping, Activity Fees and any other fees and charges provided for in this Agreement.

4.2 We will as long as you are not in breach of the terms of your account or this Agreement, pay to Royal Mail on your behalf the amounts for which you wish to reset your Meter or any shipping transactions and charge this amount to your Account together with any Meter Reset Fee and/or Activity Fee at the prevailing rate of which we will notify you from time to time;

4.3 Payment of your invoices which includes the transactions charged to your account, will be collected by direct debit.

4.4 Invoices will not be sent if the outstanding balance is less than £25, unless such balance is outstanding longer than 30 calendar days.

4.5. We will automatically charge you fees at the prevailing rate for a paper-fee for each invoice we post to you (this is currently £5 (plus VAT) rather than you downloading the invoice from Your Account portal.

4.6 If this Agreement is terminated your PAYG arrangement will be cancelled automatically. Any amounts due by you to us under the PAYG arrangement will become immediately due and payable on cancellation.

5 TRANSACTION FEES AND VAT

5.1 In addition to any other fees and charges provided for in this Agreement, you agree to pay a Meter Reset Fee of £8.75 for transactions in respect of Meter Resets for the use of the Pitney Bowes PAYG facility. We will, if applicable, charge to your Account the Activity Fee.

5.2 We reserve the right to vary the Meter Reset Fee and/or the Activity Fee 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 DEFAULT OF PAYMENT

6.1 We will charge you fees at the prevailing rate (which we will notify to you from time to time) for late payment where any Direct Debit fails to clear your bank account (this is currently £25).

6.2 We may also close your Account immediately without notice.

7 CLOSING THE ACCOUNT AND ENDING THIS AGREEMENT

7.1 You may close your Account at any time by giving us written notice which notice may take effect immediately.

7.2 We may end this Agreement and close your Account at any time by giving you at least 7 days prior written notice, or immediately in accordance with Clause 6 above.

7.3 Your Account will be closed immediately if any attachment or arrestment is made (in Scotland) against all or part of your assets; or you are unable to pay your debts when they are due or you are declared bankrupt or (in Scotland) become apparently insolvent; or you are trading as a partnership, a petition for compulsory winding-up is presented against your business or you die.

7.4 If your Account is closed by you or us, the outstanding balance on your Account including the amount of any transactions not yet invoiced at the date of closure, will be invoiced and due for immediate payment by Direct Debit.

7.5 You will be liable for any losses, costs or expense incurred by us as a result of your breach of any of the terms and conditions of this Agreement. Closure of your Account will not affect your liability in respect of any payments due under any other agreement you may have with Pitney Bowes.

8 TREATMENT OF PAYG CREDIT BALANCES

8.1 Where, for any reason, we hold money belonging to you we will note this in our records.

8.2 We may 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.

8.3. If your account with us is inactive for 6 months and we hold money belonging to you, we will write to you (at the last known email address registered in Your Account) to inform you and to ask you if you wish us to pay the money back to you.

8.4. If you do not respond to our communication within 30 days of the date of that communication, we will close your account, offset the amount against any monies you owe us under this Agreement and any other agreement you have with us, and you surrender to us any remaining money we continue to hold for you.

9 VARIATION OF CONDITIONS

9.1 We may vary any fees or charges that may be applied by us on default. We can vary such fees or charges without obtaining your consent, especially all the fees mentioned in Clause 4 and 6.

9.2 If we vary this Agreement and the variation is to your disadvantage, we will give you at least 30 days' prior written notice of the variation, except where we have to vary the Agreement more quickly to comply with legislation.

9.3 If you do not accept any such variations to this Agreement you may end this Agreement by repaying the full outstanding balance on your Account and giving us written notice to close your Account.

10 GENERAL

10.1 You may not assign or transfer your Account or this Agreement to a third party.

10.2 We may transfer any of our rights or obligations under this Agreement at any time and will notify you in writing should we do so.

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

10.4 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, email address or to any circumstances beyond our control.

10.5 Except in the case of personal injury or death due to our negligence, or fraud or fraudulent misrepresentations or any other liability which cannot be excluded by law;

(a) our liability in respect of any claim for damage to us during the performance of this Agreement shall be limited to fifty thousand pounds (£50,000);

(b) we shall in no circumstances be liable for any consequential, indirect or special loss or damage howsoever arising (whether in contract, negligence, other tort or otherwise).

10.6 Except for legal notices, any requirement to provide notice in writing to you can be made to the email address registered in Your Account. Legal notices to you or any notice to us given under this Agreement must be sent by pre-paid post to the address shown on page 1 or to any other address we have told each other about in writing. The notice will be deemed delivered 2 business days after posting. Legal notice(s) to us must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY". Under this clause a "legal notice" is the service of any proceedings or other documents in any legal action.

11 DATA PROTECTION

11.1 You and we will comply with all applicable requirements of Data Protection Legislation. You agree that we will not be processing any personal data on behalf of you as data controller. We will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and business purposes, as further described in our Privacy Statement which is found here: <http://pitneybowes.com/content/pb/uk/en/privacystatement.html>.

11.2 PB Postage[™] 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 PB Postage and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.

12 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 English Courts.