

# Pitney Bowes® PrePay

## 1 ACCEPTANCE

Pitney Bowes® PrePay is a Pitney Bowes payment programme by which you have opted to pay for Meter Resets, Activity Fees, postage and shipping 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 PrePay Account;

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

"Agreed Prepaid Balance" means the amount you have agreed to pay to us to credit your Account to enable us to (i) reset a postage meter using the PB Postage™ facility; and (ii) charge your Account for Activity Fees, postage and shipping;

"Data Capture" means the capability of Pitney Bowes to process and archive information regarding postal product usage by product type and weight break; "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 to section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"Meter" means your Pitney Bowes postage meter;

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

"Meter Reset Charge" means the administration charge payable by you for each Meter Reset;

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

"PB Postage™" means the postage resetting facility;

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

"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;

"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 license 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 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 reinforcing, 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 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)

## 5 METER RESET CHARGE AND ACTIVITY FEE

5.1 In addition to any other fees and charges provided in this Agreement, you agree to pay a Meter Refill Charge of £8.75 +VAT for payment by Direct Debit, or £13.00 + VAT for payment by invoice in respect of Meter Resets for the use of the Pitney Bowes PrePay facility. We will, if applicable charge to your Account the Activity Fee.

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 We reserve the right to vary the Activity Fee from time to time by giving you at least 30 days notice in writing

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

## 6 PITNEY BOWES PREPAY AND PAYMENT

6.1 We will:

(a) set up on your behalf a Pitney Bowes PrePay account and send you an invoice (i) once you have used 25% of your Agreed Prepaid Balance; (ii) once we have made an advance to you under Clause 6.4; or (iii) as otherwise notified to you in writing;

(b) collect from you (i) the required amount to return your Account back to your Agreed Prepaid Balance; and (ii) any advance and the applicable advance fee made to you under clause 6.4;

(c) 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 a Meter Reset Charge and/or Activity Fee at the prevailing rate of which we will notify you from time to time;

(d) automatically charge to your Account all postage and shipping and, if applicable, the Activity Fee;

(e) if Royal Mail refunds or surcharges a sum of postage under the terms of your license as outlined in the Scheme, Pitney Bowes will apply the postage to your Account;

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

(g) 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;

(h) 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.

6.2 You will surrender to us the monies due to you under Clause 6.1 (h) above if you do not claim the monies within 180 days of us telling you the amount repayable to you.

6.3 If you:

(a) are paying by direct debit, your sums will be due when we draw the direct debit as notified to you;

(b) are paying by invoice, your full invoice value will be due immediately;

6.4 We may allow you an advance on your account to reset your Meter where your Account balance is nil however we will charge you an advance fee at the prevailing rate (which we will notify to you from time to time) (this is currently 3% of the advance value) with a minimum and maximum advance fee at the prevailing rate (which we will notify to you from time to time) (this is currently £10 (minimum) and £300 (maximum)).

6.5 We will automatically charge you fees at the prevailing rate (which we will notify to you from time to time) (i) if you do not pay by the due date (this is currently £25); and (ii) 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.

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

6.7 You or we may at any time terminate the Pitney Bowes PrePay arrangement by giving 30 days written notice to the other. Any amounts due by you to us under the Pitney Bowes PrePay arrangement will become immediately due and payable on termination.

## 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 6.1 (h).

## 8 JOINT AND SEVERAL LIABILITY

If your business is a partnership, each individual party 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

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 the 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 proceedings or other documents in any legal action.

## 10 DATA PROTECTION

10.1 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: <https://www.pitneybowes.com/uk/privacy-statement.html>

10.2 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.

## 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).