

Terms and Conditions

Definitions in this Agreement:

"Account" means the Pitney Bowes Purchase Power Account maintained by us for you in connection with this Agreement.

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

"Credit Limit" means the maximum debit balance allowed on the Account;

"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);

"Interest Rate" means 24.99% p.a. variable, charged on the daily outstanding balance and debited to the Account monthly in arrears, as varied by us from time to time in accordance with this Agreement;

"Meter Reset" means the resetting of your Postage Meter by means of the PB Postage™ facility;

"PB Postage" means Pitney Bowes postage pre-payment resetting facility which enables you to pre-pay for postage when using a Postage Meter;

"Postage Meter" means your Pitney Bowes postage meter;

"PitneyShip Application" means Pitney Bowes online mailing and shipping service;

"Statement" means a Statement of Account in accordance with these Terms and Conditions

"Transaction Fee" means a fee payable for each use of your Account as set out in paragraph 4 below;

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

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

1. The Account, Drawdowns and Payment

- 1.1 We will (a) as long as you are not in breach of the terms of your Account or this Agreement, and subject to your credit limit, pay to Royal Mail on your behalf the amounts for which you wish to reset your Meter and charge this amount to your Account together with (a) Transaction Fee; and (b) if applicable, charge to your account the Activity Fee.
- 1.2 The credit will be drawn down when you reset your Postage Meter or other purchased products or services offered by us or make any other payment due to us which we permit you to make using the Account. We will automatically debit your Account with the amount of each transaction.
- 1.3 We will send you a statement each month if there is a balance outstanding on the Account or if there are transactions or other movements on the account and you must tell us immediately anything on your statement that is incorrect. You must pay the full present balance of your Account at the date we send you your statement by the due date indicated on the statement. The full amount must be paid in a single payment. Payments made by you will only take effect when received by us as cleared funds.
- 1.4 Payment made will first be applied to interest due, second to cover any other charges which we may make under these terms and conditions such as Transaction Fees, and last to cover transactions in the order in which they were debited to your Account.

2. Credit Limit and Statement of Account

- 2.1 We shall notify you of the Credit Limit in writing. In determining the Credit Limit we will take account of all factors we reasonably believe to be relevant.
- 2.2 We shall send you a Statement of your Account each month showing all debits and credits to the Account since your previous Statement.
- 2.3 Monthly statements will not be sent if there have been no transactions affecting your Account and the outstanding balance is nil.

3. Interest

- 3.1 If you pay the whole of the outstanding balance on the Account on or before the payment due date, we will not charge interest on transactions debited to your Account between your last statement date and your current statement date so that you can receive a maximum of 55 days interest-free credit.
- 3.2 If you do not pay the whole of the outstanding balance on or before the payment due date, interest will be charged at the Interest Rate on the whole balance outstanding on your Account at any time from the date of each transaction up to the date of any repayment(s) and thereafter on the reduced outstanding balance until full repayment is credited to your Account.

4. Charges

- 4.1 Current Transaction Fee for Meter resets are as follows:
£7.85 for a reset value up to a maximum of £100; and £8.75 for reset values between £101 and £300; and
£14.25 for reset values between £301 and £1300; and
At 1.10% of the reset value for reset values over £1300.

- 4.2 If the balance on your account goes over the credit limit at any time during the statement period, an over limit fee will be charged to your account which will be the sum of a minimum of £10 or 1% of the amount over limit whichever is the greater up to a maximum of £100. In subsequent statement periods further over limit fees in this amount will only be charged to your account if either (i) your account remains over limit and you fail to pay the full present balance of your Account due by the next statement date, or (ii) the balance on your account is reduced below the credit limit and subsequently goes over the credit limit.
- 4.3 Where you fail to pay us any sum due in accordance with the terms of this Agreement on its due date we will charge you interest as set out in clause 3.2.
- 4.4 We will charge a late payment fee of £25 each time you pay late or fail to pay.
- 4.5 If applicable, charge to your account the Activity Fee.

5. Variation of Conditions

- 5.1 We can vary this Agreement at any time including but not limited to fee and charges. Normally We will only vary this Agreement to reflect changes in law, market conditions or good hire industry practice. Our rights of variation are subject to important restrictions set out in the rest of this Clause.
- 5.2 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.
- 5.3 In all other cases we will write to you within 30 days of having varied the Agreement.

6. Termination of Agreement

- 6.1 You or we may terminate this Agreement at any time by written notice to the other. Any termination shall not affect your liability incurred prior to termination, including in respect of transactions entered in to before, but charged to the Account after, termination.
- 6.2 Closure of your account for any reason will not affect your liability in respect of any payments due under any agreement with us.

7. Treatment of Purchase Power Credit Balances

- 7.1 Where, for any reason, we hold money belonging to you we will note this in our records.
- 7.2 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 address we hold for you) to inform you and ask for your written instructions for sending you the monies.
- 7.3 If you do not respond to our letter within 30 days of the date of that letter, we will close your account, offset the amount against any monies you owe us under this Agreement or any other agreement you have with us, and you surrender to us any remaining money we continue to hold for you.

8. Joint and Several Liability

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

9. General

- 9.1 We may assign and/or transfer any of our rights and/or our obligations under this Agreement. You may not assign or transfer any of your rights or obligations under this Agreement.
- 9.2 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 this Agreement 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.

10. Use of Your Information

- 10.1 In considering your application we will search your record at credit reference agencies for information about you, your business or your directors. They will add to your record details of our search and your application and this will be seen by other organisations that make searches.
- 10.2 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: www.pitneybowes.com/uk/privacy-statement.html