

## **Mail Boxes Etc. Terms and Conditions of Mailbox Rental** (valid from 14<sup>th</sup> July 2009)

Subject to the customer observing the Terms and Conditions set out below, Mail Boxes Etc. ("the Company") agrees to provide a mailbox service ("the Mailbox Service") to the customer ("the Customer") for the term ("the Term") at the premises ("the Premises") specified in the Mailbox Service Agreement ("the Agreement").

1. The Mailbox Service provided by the Company will consist of the following services:
  - i. The Company will provide the Customer with a mailbox address at the Premises for which the Customer will pay a Registration Fee for the service.
  - ii. Where a physical mailbox is requested at the Premises, the Company will provide the Customer with a key to that mailbox for which the Customer will pay a Key Deposit Fee for the service.
  - iii. Where a virtual address service is requested at the Premises, the Customer can collect mail from the sales counter during the Premises opening hours.
  - iv. Where 24 hour access is available at the Premises and requested by the Customer, the company will provide the Customer with a door entry access key for which the Customer will pay a 24 Hour Access Fee for the service.
  - v. Where the Customer elects to use the Mailbox service address provided by the Company as the Registered Address at Companies House, for the Customer's business, the Customer will provide all statutory information, including full names and addresses of company directors, in order to comply with Companies House requirements. For this service the Customer will pay an annual Registered Company Address Fee.
  - vi. The Company will receive on the Customer's behalf from the Royal Mail or any statutory or other body authorised from time to time by law to operate a mail delivery service all pre-paid mail addressed to the Customer's mailbox and will deposit the same in the Customer's mailbox.
  - vii. The Company will receive on the Customer's behalf items of Special, registered or recorded delivery mail, provided that if the Customer refuses to accept any such items, the Customer will pay any costs or fees associated with its refusal or return.
  - viii. The Company will receive items requiring cash on delivery, subject to the Customer making advance arrangements for their receipt and payment by the Company to the satisfaction of the Company.
2. Payment for the Mailbox Service ("the Payment") is payable in full in advance. There will be no refunds for cancellation by the Customer of the Mailbox Service or any part of it.
3. The Company may in its absolute discretion refuse to accept delivery of any item for any reason, including, without limitation, that
  - i. there is no or insufficient prepaid postage; or
  - ii. any Payment is outstanding; or
  - iii. if it appears to the Company in its opinion that delivery of the item is in breach of Condition 6 of these Terms and Conditions; or
  - iv. if the Customer is using the Mailbox Service for the delivery of unreasonably large items of mail or an unreasonable volume of items of mail; or
  - v. if any item received bears the details of an individual or business name not listed as a Mailing Name within the Agreement; or
  - vi. if the Mailbox Service is being used for the storage or delivery of items of value.
  - vii. If the Company refuses to accept an item from or for a Customer, it will endeavour to inform the Customer at the Customer's last known address of that decision but the Company shall not be responsible for any loss, damage or other consequences to the Customer or any third party.
4. If the Customer fails to make any Payment thirty days after that Payment becomes due or if the Customer breaches any of these Terms and Conditions, the Company shall be entitled at any time thereafter to terminate the Mailbox Service forthwith without prejudice to any right of action or remedy of the Company in respect of any antecedent claim or breach of condition. The Customer following termination hereby authorises the Company at the Company's absolute discretion either to destroy any items of mail addressed to the Customer or any items on the Premises which are the property of the Customer, or to return them to the sender, or to return them to the last known address of the Customer at the Customer's risk. A Late Payment Fee will be charged if payment is not received within five (5) working days of the due date.
5. If any Payments or other sums are outstanding to the Company, the Company shall have a lien over all uncollected items until such payments are duly paid.



6. The Customer undertakes
  - i. not to use the Mailbox Service for any illegal, immoral, obscene or defamatory purpose and if it does so it acknowledges that the Company may report the same to the police or other relevant authority; and
  - ii. not to send or deliver or cause to permit to be sent or delivered to the Premises any illegal, defamatory, obscene, dangerous or bulky object or material.
7. If it appears to the Company in its opinion that the Customer is in breach of condition 6 of these Terms and Conditions, then the company may terminate the mailbox service with immediate effect. In this instance there will be no refund of the mailbox service or any part of it.
8. The Customer authorises the Company and any of its representatives to sign at their discretion and on the Customer's behalf for any deliveries addressed to the Customer's mailbox address.
9. If the Customer fails to remove any item of Mail within one month after a notice to that effect has been deposited in the Customer's mailbox ("the Notice Date") then the Customer hereby authorises the Company in its absolute discretion, either to destroy such items or to return them either to the Customer at the Customer's last known address or to the sender at any time after the Notice Date without further notice to the Customer. The Company's costs or expenses incurred in connection with this Condition will be paid by the Customer to the Company in full upon demand.
10. Subject to the provisions of Condition 2 of these Terms and Conditions, the Customer may terminate the Mailbox Service at any time.
11. Any person having possession of the Customer's mailbox key is deemed to be authorised by the Customer and the Company will not be bound to enquire into the authority of such a person. The Company will not be liable to any Customer for any loss or damage whatsoever and howsoever arising in the event that the key is in fact in the possession of an unauthorised person.
12. If the Customer loses the key of the mailbox or fails to return it to the Company on termination of this Agreement, the Customer will forfeit the key deposit fee referred to in 1.ii above. The customer will pay a Key Replacement Fee to the Company.
13. The Customer will indemnify the Company against any expense, liability, loss, claim or proceedings incurred by the Company arising out of or in the course of the use by the Customer of the mailbox or items deposited in the mailbox, except to the extent that the same is caused by the negligence of the Company.
14. The Customer may check by telephone or email to see if they have any mail. For security reasons, the Company will not open and read mail or tell who it is from.
15. Packages and oversized mail received addressed to the Customer will be held for one week at no extra charge, after which a Package Holding Fee will be levied per item held, per day or fraction thereof.
16. In the event that the Customer receives more mail than their physical mailbox can hold for more than 50% of the time the Customer may be subject to an additional charge equivalent to the current Corporate Mailbox Service charge, at the discretion of The Company. Where the Customer utilises the Mailbox Service for the regular receipt of parcels or significant volumes of mail, a Mail Handling Fee will be applied at the discretion of the Company.
17. The Mailbox Service is not to be used for the storage or delivery of items of value. The Company has no knowledge of the value of any item of mail and will not accept notification of value. The liability of the Company in respect of any damage or loss of any kind whatsoever is limited to £5 for each claim and in aggregate shall not exceed the amount of the Payment in any Term.
18. The Company shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or misdelivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.
19. In order to activate the mailbox service the Customer is required to provide:
  - i. the full name, address and telephone number of all persons for whom mail is to be received, held or forwarded to them; and
  - ii. the nature of business to be undertaken or reason for rental where rental is not for business purposes. A business can be defined as an activity involving the sale of good and services
  - iii. two original forms of identification for all persons for whom mail is to be received, held or forwarded, of a type approved by the Company, including a 'proof of identity' and a 'proof of address.' A full list is held at [mbe.co.uk/mailboxID](http://mbe.co.uk/mailboxID). A certified copy of the ID will be kept on file and will only be disclosed if requested by the police, HM Revenue and Customs, Trading Standards or other appropriate legal authority.



20. Additional Names
  - i. Holders of a "Personal" mailbox service are entitled to the primary box holder's name plus one different last name within the base price. A "Personal" mailbox may not be used for commercial purposes (e.g. the sale of goods or services)
  - ii. Holders of a "Business" mailbox service are entitled to have up to 4 names listed as recipients of mail.
  - iii. Holders of a "Corporate" mailbox service are entitled to have up to 10 names listed as recipients of mail.
  - iv. Additional names listed are subject to a monthly Additional Names Fee.
21. The Customer may select a Mail Forwarding service. The Company will forward mail to an address nominated by the Customer on an agreed basis. For this service the Customer will pay a Mail Forwarding Fee in addition to the cost of materials and postage or courier charges each time mail is forwarded.
22. It is the responsibility of the Customer to notify the Company of any change to home, registered or business address; or any change to directors or other named recipients of mail in writing, during the period of the Mailbox Agreement.
23.
  - i. The rights and obligations of the Company and the customer under this Agreement shall be governed and construed in accordance with English law.
  - ii. The Customer may not assign any of its rights or benefits hereunder.
  - iii. These Terms and Conditions shall prevail notwithstanding any conflict with the terms and conditions of any order or contract submitted by the Customer in respect of the Mailbox Service or any other services provided by the Company.

