

Mail Boxes Etc. Terms and Conditions (valid from 14th July 2009)

Parcel Shipping Order • Enhanced Cover • Mailbox Rental •

Parcel Shipping Order Terms and Conditions

1. Mail Boxes Etc. Franchise ("the Company") acting as forwarding agent for the Customer whose name and address appears on the Parcel Shipping Order Form ("the Customer") will receive from the Customer the goods described above ("the Goods") and arrange for their carriage by an appropriate carrier ("the Carrier").
2. The Company on payment of the relevant Packaging Material and Packaging Labour charges set out will pack the Goods to the standard required by the Carrier. Compensation up to a maximum of £75 will be payable for loss or damage to a parcel packaged by the Company except where the Customer has paid an additional fee for Enhanced Cover.
3. The Goods will not contain any substance that is hazardous or illegal. A list of hazardous goods and other excluded items is available from the Company on request. The carriage of the Goods is subject to the acceptance of the Goods by the Carrier. If the Carrier does not accept the Goods for carriage, the Company will hold the Goods and notify the Customer. In this instance, the packaging charge will not be refunded.
4. The Customer acknowledges that the Carrier's packaging standards for pressure, shock, vibration, temperature and compression have been explained by the Company and that the Customer accepts that neither the Company nor the Carrier will be liable for any damage claimed to any Goods packed by the Customer. In this instance the carriage of the Goods packaged by the Customer is at the Customer's own risk.
5. The Company acts as an agent for the Customer and accordingly is not liable for any acts or omissions by the Carrier, including but not limited to any liabilities, costs, claims, demands or expenses arising from:
 - i) any loss or damage to the Goods
 - ii) any failure or delay to delivery or misdelivery of the Goods and in this respect the Customer accepts that any statement made by the Company as to probable date of delivery of the Goods by the Carrier is merely a statement of opinion by the Company and not a representation on behalf of the Carrier.
6. For each parcel the customer shall provide the full postal address, including the postcode or Zip code, and contact telephone number and where appropriate VAT number of both the addressee and the sender. The Customer shall retain any customer copies of the Parcel Shipping Order Form and where applicable commercial/pro forma invoices as these will be required to support any claim.
7. The Company or the Carrier may, at its option, or upon the request of the competent authorities, open and inspect any shipment at any time, and shall incur no liability of any kind therefore.
8. The Customer acknowledges that the carriage of the Goods will be on the standard terms and conditions of the Carrier and that the Enhanced Cover provided will be on the standard terms and conditions of the provider. Copies of all terms and conditions are available from the Company on request.
9. The Customer acknowledges that the Carrier's liability is limited to the amount of the value of the Goods declared by the Customer ("The Value") and subject to the payment of the Enhanced Cover compensation fee as specified on the Parcel Shipping Order Form.
10. All complaints relating to the carriage of the Goods must be addressed in writing to the Company within 14 days of the date of shipment as shown on the Parcel Shipping Order Form. The Company will make all reasonable efforts to process and resolve complaints with the Carrier but accepts no responsibility for their satisfaction. The Customer accepts that the Carrier will not satisfy any complaints relating to Goods damaged on arrival at their destination without an inspection by the Carrier's local agent of the damaged parcel(s) and packing.
11. This agreement supersedes all previous agreements, arrangements and undertakings between the parties and constitutes the whole agreement between the Customer and the Company. These Terms and Conditions shall prevail notwithstanding any conflict with the terms and the conditions in any order or contract submitted by the Customer in respect of the Mailbox Services or any other services provided by the Company.
12. Duty and taxes are controlled by the country of destination and are subject to change without notice. The Company cannot predetermine the amount of duty and tax for a given shipment. Duty and Taxes as well as other charges including, but not limited to, customs penalties, storage costs, or other expenses incurred as a result of an action by customs or failure by the Customer or the consignee to provide proper documentation or to obtain a required license or permit, will be charged to the consignee. The Customer, however, is liable for payment in the event of non-payment by the consignee. Packages refused by the consignee, or which for any other reason cannot be delivered, will be either abandoned or returned to Customer at the Customer's cost, but in the event of return, the Customer is liable for all shipping and other applicable charges specified.



Additional Terms and Conditions of Carriage relating to Compensation and Enhanced Cover

13. The Company will require the customer to substantiate a claim by providing any relevant information about the parcel, including proof of despatch, proof of value, estimates for repair costs, cost price, invoices (excluding VAT), weight and nature of the item(s) lost or damaged and (in the case of damage) provide photographs of the parcel and any items damaged as well as retain the parcel and its packaging for inspection.
14. The Company may make such investigations as it deems necessary to satisfy itself of the validity of any claim.
15. All claims for compensation must be made on a fully completed Mail Boxes Etc. claim form, which must be received by the Company within 14 days of despatch (available to download from website).
16. The Company shall not be liable (whether for payment of compensation or refunds or otherwise) for failure to perform, or delay in performance of any of its obligations under these Conditions to the extent that such delay or failure results from circumstances outside its control, including without limitation any adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of public or private highway or from any industrial action whatsoever.
17. The Company shall not be liable in respect of any parcel where any person has been fraudulent or dishonest in any way in respect of that parcel or misrepresents his/her authority to receive a parcel on the addressee's or the customer's behalf.
18. The Company shall not be liable to pay compensation for loss of, or damage to a parcel: (i) due to latent or inherent defect, vice or natural deterioration of items; (ii) containing Specific Exclusions; (iii) containing tickets, or tickets which are exchangeable for goods or services (including without limitation airline tickets or tickets for any mode of transportation).
19. Any compensation payable under these Conditions for loss of or damage to any collectable shall be limited to the actual price paid as confirmed by satisfactory written or printed evidence. Such compensation will not exceed the value declared by the Customer and carries an absolute limit of £ 25,000 per consignment. The Customer will be required to prove value.
20. The declared value for Enhanced Cover should represent the total actual value of the item covered. Where a lower value of cover is declared and paid for, the maximum settlement in the event of a claim will be the cost of the loss or damage, proportioned down to the extent that the value has been understated.
21. Where a compensation payment is claimed for damage, the Company may, at its sole discretion, choose to (i) pay the cost of repair and any associated loss of value suffered by the owner; or (ii) arrange for repairs to be made at its expense and compensate the customer only for any associated loss of value; or (iii) pay the full value declared for the damaged item, and take title to the item, in which case the Customer will ensure the return of the item to the Company at the Company's expense.
22. The Company shall not be liable to pay any refund or compensation in respect of a parcel containing restricted or prohibited goods, available from the Company upon request, or otherwise despatched in contravention of any relevant provision in these conditions.
23. The Company shall not be liable to pay any refund or compensation in respect of a parcel which is damaged or delayed as a result of being inadequately packaged by the Customer, incorrectly addressed or accompanied by incomplete posting or customs documentation.
24. The Company shall not be liable for any damage arising out of changes in temperature or pressure where goods have been packaged by the Customer.
25. In accordance with applicable regulations in various jurisdictions the Company or the Carrier is required to undertake (random) X-ray screening. The Company or the Carrier may undertake such screening and the sender and recipient hereby waive any possible claims for damages as a result of screening.
26. Shipments are delivered to the recipient's address. There is no obligation to deliver a shipment to the recipient personally. The Company may deliver to someone other than the person named on the Air Waybill. Shipment addresses should always include the complete address of the recipient along with telephone and/or fax number.
27. The Company shall not be liable in any circumstances for any claim which relates to seizure or detention of goods in the course of transit by customs or other government authorities.



Specific exclusions

1. Money (coins – except numismatic/collectable, cash, stamps and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters)
2. Explosives, fireworks and other items of an incendiary or flammable nature
3. Human corpses, organs or body parts, cremated or disinterred human remains, except blood, urine and other liquid diagnostic specimens
4. Shipments to PO Box addresses or their equivalent
5. Cash on delivery shipments
6. Firearms, weaponry, ammunition and their parts
7. Drugs, including prescription drugs
8. Foodstuffs, perishable food articles and beverages requiring refrigeration or other environmental control
9. Lottery tickets, gambling devices
10. Perishables (other than under (7))
11. Pornography
12. Hazardous waste, including, but not limited to, used hypodermic needles and/or syringes or medical waste
13. Wet ice (frozen water)
14. Shipments requiring The Company to obtain any special licence or permit for transportation, importation or exportation
15. Shipments the carriage, importation or exportation of which is prohibited by any law, statute or regulation
16. Hazardous goods (as classified below)
17. Packages that are wet, leaking, or emit an odour of any kind
18. Live animals and insects, household pets and live fish are not accepted

Hazardous Goods

1. Class One: Explosives
2. Class Two: Gases compressed, liquefied or dissolved under pressure
3. Class Three: Flammable liquids
4. Class Four: Flammable solids
5. Class Five: Oxidising substances and organic peroxides
6. Class Six: Toxic and infectious substances
7. Class Seven: Radioactive material
8. Class Eight: Corrosives
9. Class Nine: Miscellaneous dangerous goods



Mail Boxes Etc. Terms and Conditions for Mailbox Rental (valid from 1st April 2008)

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 direct 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 goods 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. 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.

