

ALL EQUIPMENT RENTAL TERMS

IMPORTANT – YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS



The Consumer Credit Act 1974 may cover this agreement; if it applies that Act lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not, the owner cannot enforce the agreement against you without a court order. If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

1. Agreement.

This agreement is between Francotyp-Postalia Ltd ('FP') and the customer named overleaf ("you"). It starts on the date it is signed by FP ("the Effective Date"); however it is subject to FP obtaining authority from Royal Mail for you to use the franking machine specified overleaf ("the Equipment"). FP is a limited company registered in England and Wales under company number 2445645; our registered office and main trading address is at 74, Qestor, Powdermill Lane, Dartford, Kent DA1 1EF. Our VAT number is 28/5 1090 05. Our telephone number is 01322 405 000. We are approved by the Royal Mail as a manufacturer and maintainer of franking machines. An electronic version of this Agreement is available to download at www.fpmailing.co.uk.

2. Duration.

2.1 Subject to the other terms of this agreement, this agreement is for the minimum term stated on the front of this agreement ("the Minimum Term"). Either of us can terminate this agreement by giving the other at least 3 months' written notice of termination to expire on the last day of the Minimum Term. If you want to terminate early (other than for our breach in accordance with clause 8.2 or as permitted by clause 18) you can only do so if you pay to FP an amount equal to 100% of the rentals payable for the remainder of the Minimum Term. Unless terminated as provided in this clause 2.1 (or elsewhere in this agreement), after the Minimum Term this agreement continues as provided in clause 2.2. 2.2 Subject to the other terms of this agreement, after the Minimum Term referred to in clause 2.1, this agreement continues automatically for successive periods, each such period being equal to the duration of the Minimum Term and each such period being called a "Renewal Period". Either of us can terminate this agreement at any time by giving to the other not less than 3 months' written notice to expire at the end of any Renewal Period. If you want to terminate early (other than for our breach in accordance with clause 8.2 or as permitted by clause 18) you can only do so if you pay to FP an amount equal to 100% of the rentals payable for the remainder of the relevant Renewal Period.

2.3 You can terminate this agreement by giving written notice to FP within 7 days from the start of the agreement, if within that time you (a) return to FP all franks, dies and the Equipment Inc. cables unused and unopened and (b) return all promotional gifts.

3. Royal Mail.

3.1 FP retains ownership of all franking and date stamping dies and other devices which print the franking impression and FP can repossess/disable them if Royal Mail requires.

3.2 You must abide by the terms of the Royal Mail authority and comply with all Royal Mail requirements and indemnify us against all costs, claims, losses, liabilities and expenses we incur if you fail to do so.

3.3 You must not without FP's and Royal Mail's consent alter, modify or add to the Equipment or the design or colour of any impression approved by Royal Mail; for example so as to affect the franking or revenue recording mechanism.

3.4 You must allow FP and Royal Mail to inspect the Equipment.

3.5 You must provide FP with information requested by Royal Mail. 3.6 You must notify FP of any loss, theft or damage to the Equipment.

3.7 You must not use the Equipment at any location other than at the Equipment location address (stated overleaf), without FP's and Royal Mail's consent.

3.8 FP can supply all information to Royal Mail that Royal Mail requests, such as inspection/maintenance records and information about meter usage. Royal Mail might use that to send you information about Royal Mail products.

3.9 You must pay for all Royal Mail tariff updates (at our standard rates), unless your agreement is a "Plus Rental" with inclusive inks, "Rateguard", "Privilege Plus" or a PostBase Econ R agreement in which case Royal Mail inland letter tariff updates are provided free of charge. FP will not be liable for any surcharges received from Royal Mail.

3.10 FP will supply you with Royal Mail Inland Letter tariff updates as necessary to reflect changes in Royal Mail postal rates. Such Royal Mail Inland Letter tariff updates will be (a) despatched to you automatically or made available for remote download and (b) charged at FP's then current rates which will be automatically invoiced as soon as the information is released by Royal Mail (as displayed on our website). Unless stated otherwise overleaf, all tariff updates must be paid for. FP will collect payment for such Royal Mail Inland Letter tariff updates via the direct debit you have in place with FP (but if for any reason FP does not do so, then you must pay for the same within 14 days of the date of FP's invoice).

4. Teleset.

4.1 FP operates a Teleset System to facilitate the remote resetting of the Equipment.

4.2 In these terms and conditions the expression "Agreed Deposit Balance" means the amount which you have agreed with us should stand (as a minimum) to your credit on your Teleset account with us ("the Teleset Account") to enable anticipated Meter resetting requirements to be satisfied. The initial amount of the Agreed Deposit Balance is specified overleaf, but we may agree with you to vary such amount. You agree to maintain the Agreed Deposit Balance at all times.

4.3 You will only be able to reset the Equipment if the reset can be paid out of the funds in your Teleset Account. However, FP may agree to advance funds to facilitate a reset, but if FP does so you must repay FP immediately and FP will charge you its' then current administration fee.

4.4 Direct Debit customers are entitled to twelve free postage resets per annum. All non-Direct Debit customers are entitled to six free postage resets per annum. Charges will be made to your account if you use over the free resets stated above and/or if resets are effected by any means other than Direct Debit, in accordance with FP's then current postage reset charge.

4.5 FP can deduct and transfer from your Teleset Account:-

(i) any amounts payable to FP or Royal Mail in respect of resets or otherwise;

(ii) any amounts paid into your Teleset Account in error or which do not relate to resetting.

4.6 Direct debit instructions can be used by FP to collect amounts necessary to restore the Agreed Deposit Balance and pay any amounts payable to FP. FP will not do so without prior notice to you.

4.7 Interest accruing on the Teleset Account belongs to FP. Bank charges can be deducted from the Teleset Account but FP will re-credit those.

4.8 FP can cease operation of the Teleset System if it is no longer authorised by Royal Mail.

5. Maintenance.

5.1 If your Equipment is a Mymail, Optimal 30 or Optimal 2535 Franking machine, this clause 5.1 applies to you, but otherwise this clause 5.1 does not apply to you. Provided that you pay all amounts payable under this agreement FP will (as long as it is authorised by Royal Mail to do so):-

(a) perform mandatory inspections required by Royal Mail;

(b) repair or replace the equipment if it fails to perform to its specification due to a defect in workmanship or materials. Repairs will be undertaken at FP premises. All transport costs will be paid by FP Postbase Machines

5.2 If your Equipment is a Postbase franking machine, this clause 5.2 applies to you, but otherwise this clause 5.2 does not apply to you. Provided that you pay all amounts payable under this agreement FP will (as long as it is authorised by Royal Mail to do so):-

(a) inspect the Meter in accordance with mandatory requirements and take appropriate Meter readings.

(b) FP will either swap out or repair. All repairs will be undertaken at FP premises. All transport costs will be paid by FP. All exchanged parts will become our property.

(c) Your replacement machine will be despatched via courier within 3 business

working days as long as the request is received by 3pm on a business day. Ultimail 6595 or Centormail Machines

5.3 If your Equipment is an Ultimail 6595 or Centormail franking machine, this clause 5.3 applies to you, but otherwise this clause 5.3 does not apply to you.

Provided that you pay all amounts payable under this agreement (and subject to FP being authorised by the Royal Mail to do so) FP will during the period for which the rental charge specified overleaf has been paid, maintain the Equipment as follows:

(a) inspect the meter in accordance with mandatory requirements and take appropriate meter readings.

(b) Where the Equipment includes a meter, PSD and/or SAD Full Comprehensive cover, details of which are stated below, will be provided for that meter; in addition Full Comprehensive cover will be provided for all other Equipment. FULL COMPREHENSIVE COVER.

We will make such additional calls as may be reasonably necessary to adjust or repair the meter, PSD and/or SAD or other Equipment (as the case may be) without further charge, within normal working hours of 9am to 5.30pm Monday to Friday (excluding general or local public holidays) ("Business Hours"). There will be no charge made for such calls and parts, with the exception of consumables, fold rollers, external modules, slitting or cutting blades, and labour will be provided free of charge, unless calls relate to repair damage or defects caused or contributed to by theft, fire, water, accident, careless or wrongful use, negligence, failure to follow FP instructions, unauthorised alteration maintenance or repair, failure to use FP consumables, usage in excess of the Postage Use stated overleaf, movement of the Equipment by anyone other than an authorised FP engineer, or fair wear and tear, in which case we shall be entitled to charge for labour consumables and parts at our then prevailing rates. All parts removed from the Equipment and/or meter become FP's property.

(c) repair or replace the Equipment if it fails to perform to its specification due to a defect in workmanship or materials.

(d) Where the Equipment consists of, or includes, a meter, the Maintenance Charge will include the hire of the Royal Mail franks, stamping dies, indicia, cryptographic software, firmware and PSD/SAD; however, a charge will be made for Royal Mail inland letter tariff updates.

(e) This agreement in no way makes us liable to carry out any adjustments to the Equipment which in any way alters the specification of the Equipment. In addition we are not liable to carry out maintenance or repair to Equipment that in our reasonable opinion requires reconditioning.

(f) If for any reason we are no longer authorised by the Royal Mail to maintain your Equipment and/or operate the Teleset System then we shall give you notice of that fact and our obligations to you hereunder in respect of maintenance and/or the Teleset System (as the case may be) shall forthwith cease and we shall be entitled to forthwith terminate this Agreement by notice to you

(g) If your equipment is a Postbase machine and includes Navigator FP will maintain (during business hours) the software only, this does not include malfunctions of unrelated hardware and software with either the tablet or computer used.

(i) Where a tablet has been purchased, full manufacturer's warranty will be passed on to you with the equipment and receipt. This can be found in the box with the tablet.

5. All Equipment.

5.4 Equipment and replaced parts may be new, reassembled or reconditioned, but in all cases are warranted as above.

5.5 FP can (without liability) replace the Equipment or modify alter or change its specifications, as long as at least equivalent functionality is achieved. FP can also (without liability) do anything that Royal Mail require in relation to the Equipment.

5.6 The maintenance obligations in clauses 5.1 or 5.3 are provided to you alone and do not apply to consumable parts (all replacement consumables must be paid for by you) or defects caused or contributed to by theft, fire, water, accident, careless or wrongful usage, negligence, failure to follow FP instructions, unauthorised alteration, maintenance or repair, excessive usage nor if the defect is caused or contributed to by use of non-FP consumables. In all these cases FP reserves the right to charge its then standard fee for any maintenance and/or repair and any replacement parts.

5.7 Save for the warranties set out in this agreement all warranties (save as to title), conditions, representations or other terms implied by statute, common law or otherwise (for example merchantability, satisfactory quality, correspondence with description and sample) are hereby excluded to the fullest extent permitted by law.

5.8 You must pay for cables (at our standard rates), unless stated otherwise in your agreement overleaf. FP reserves the right to charge its then standard fee for any loss or damage.

6. Consumables.

6.1 You must use FP approved franking labels and ink cartridges in relation to your meter and Equipment and purchase these from your local FP approved franchisee. Unless stated otherwise overleaf, all franking labels and ink cartridges must be paid for, unless:

6.2 You have contracted for "Plus" and/or "Privilege Plus" rental;

6.2.1 FP approved franking labels will be provided free of charge as stated on the front of this agreement (ie each 12 month period of your contract). Labels above that amount must be paid for.

6.2.2 FP approved ink cartridges will be provided free of charge as stated on the front of this agreement (i.e. each 12-month period of your contract). Ink cartridges above that amount must be paid for.

6.2.3 If you have a "Plus" and/or "Privilege Plus" rental contract pre 01st January 2018, FP will supply x3 standard FP approved ink cartridges and x1 box of 1000 FP approved franking labels, per 12 month period.

6.3 You must provide FP with information on your postage use. This may be put implemented at FP's discretion.

6.4 Replacement ink cartridges should be ordered as soon as the low ink warning is displayed.

6.5 Consumables will be dispatched via Royal Mail 2nd class post, however, a guaranteed next day delivery option is available (for orders accepted before 2pm on a business day) which is chargeable to the customer at the current Royal Mail Special Delivery rate.

7. Payment Terms.

7.1 You agree to pay the rental amounts stated on your order form and all other amounts payable under this agreement. You agree to make all your payments under this agreement in full and on time. All amounts are subject to VAT at the rate when payment is due. Any payments sent by post are sent at your own risk. All payments are to be made by Direct Debit, if payment is not collected via Direct Debit, then you will be subject to administration fees for invoices and all amounts must be paid within 21 days of invoice date, any outstanding payments over 21 days will be subject to your account being placed on stop and late administration fees.

7.2 FP reserves the right to decrease free postage resets for non-Direct Debit customers in accordance with clause 4.4.

7.3 FP reserves the right to change the rental amounts payable by you under this agreement (but not more than once in a calendar year), by not less than 3 months' notice. FP can in particular (without limitation) increase rental amounts as a result of cost increases due to any factor beyond FP's control (including without limitation foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs, increases in supply costs to FP).

7.4 You will not be entitled to set off or claim any amount you believe is owed to you against any payment owed to FP.

7.5 If you do not pay FP on time FP can (a) charge you interest on all unpaid amounts at a rate of 3% per annum above the base rate of Bank of England from time to time before as well as after judgment and/(b) charge you FP's late payment fee as from time to time in force, in respect of administration and other costs and expenses incurred by FP in relation to your failure to pay.

8. Early Termination.

8.1 FP can terminate this agreement immediately if:-(a) you breach it and do not remedy that breach within 30 days after receipt by you of a written notice identifying the breach and requiring it to be remedied;

(b) you fail to pay any amount in full on the due date for payment;

(c) Royal Mail requires it to be terminated (for example if the Equipment is no longer authorised by Royal Mail) or if you breach any of Royal Mail's requirements or the authority is not obtained or is terminated or Royal Mail requires repossession of franks, dies or other devices which print the franking impressions;

(d) you enter into or propose to enter into any composition or arrangements with your creditors or become bankrupt or suffer a receiver, liquidator, administrator, administrative receiver, manager, trustee in bankruptcy or other like officer to be appointed over all or any of your assets or any event similar to the foregoing occurs or if in FP's opinion any of the foregoing events is likely to occur;

(e) being a natural person, you die.

8.2 You can terminate this agreement if FP breaches it and does not remedy that breach within 30 days after receipt from you of a written notice identifying the breach and requiring it to be remedied.

8.3 On termination of this Agreement:-

(a) you must deliver to FP or make available for collection by FP the Equipment inc. cables and all franks, dies and other devices which print the franking impressions; and

(b) all amounts payable to you will fall due for payment immediately.

9. Your Additional Obligations.

9.1 Risk in the Equipment passes to you on delivery. You must (from delivery) insure the Equipment to its full replacement value against theft, loss and damage and third party liability and hold the proceeds of any insurance claim in respect of the Equipment to FP's order.

9.2 You must keep the Equipment safe, secure and in good repair and working order. Ownership of the Equipment remains with FP. You must not charge, sell or part with the Equipment. You must not allow anyone else to use it or take possession of it. 9.3 You must fully indemnify FP against any and all loss of and/or damage to the Equipment however and whenever arising; in particular but without limitation if for any reason you cease to have possession and/or control of the Equipment (for any reason including without limitation theft) you must pay to FP the full replacement cost to FP of new Equipment and if your Equipment is damaged you must (as FP elects) either pay to FP all costs FP incurs to repair the same to good working order or (if FP determines that the same cannot be so repaired) pay to FP the full replacement cost to FP of new replacement Equipment.

9.4 You must fully indemnify FP against any liability, cost, claim or expense incurred by FP to Royal Mail in connection with use of the Equipment (by you or anyone else, whether without making due payment or otherwise) or in connection with the Royal Mail authority or any other requirement of Royal Mail.

9.5 You must fully indemnify Royal Mail against any loss, damage or injury caused by the Equipment other than death or personal injury caused by FP's negligence.

9.6 If you have a "Privilege Plus" agreement, you are entitled to a new Mymail at the start of your "Privilege Plus" agreement, provided that you make available to FP your previous Mymail (in good working order) for collection by FP. If you do not, you will not be entitled to a new Mymail and will be liable to FP as mentioned in clause 9.3.

9.7 A free advert cliché is provided under "Privilege Plus" if you inform FP in writing of all relevant details within 6 months of the Effective Date.

10. Consumer Credit.

Where applicable to you the statutory notices required by the Consumer Credit Act 1974 ("the Act") contained in this agreement refer to your rights but do not extend them. If you are a body corporate or you are not an individual as defined in that Act then this agreement will not be regulated by the Act.

11. Delivery.

11.1 All delivery dates are approximate only and FP does not accept liability for any loss or damage resulting from delay in delivery however caused.

11.2 FP reserves the right to charge a postage and packaging charge plus VAT at their current rates, which is payable with your initial rental and prior to equipment being delivered.

12. Assignment, Partnerships and Entire Agreement.

12.1 You shall not assign this agreement or any rights and/or liabilities under this agreement in whole or in part and any purported assignment will be void. FP is entitled to assign this agreement and/or its rights and/or liabilities hereunder in whole or part and/or to appoint any sub-contractor to perform FP's obligations.

12.2 If you are a partnership, each of your partners is liable under this agreement jointly and severally.

12.3 This agreement is the entire agreement between us relating to its subject matter and in particular (without limitation) if you have a Privilege Plus agreement it supersedes and replaces the terms relating to the Mymail that is to be replaced by the new Mymail we have agreed to supply. We each acknowledge that, in entering into this agreement, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us prior to this agreement except as expressly stated in these terms and conditions.

13. Losses and Costs.

Nothing in this agreement shall limit or exclude FP's liability for death or personal injury arising out of FP's negligence or for fraud. Subject to that, FP will not be liable for any loss of business or profit or any indirect special contingent or consequential or economic loss or damage, however arising including without limitation by reason of FP's negligence. FP's entire liability under this agreement (save for death or personal injury arising out of FP's negligence or for fraud) shall not exceed the total of all amounts paid by you hereunder (excluding VAT).

14. Notices.

Any notice may be given by sending it by prepaid first class post to the other party's address shown in this agreement (or other address notified in accordance with this clause) or to such party's last known address.

15. Data Protection.

FP's terms of website use and privacy policy apply to your personal data. These are available at www.fpmailing.co.uk.

16. Force Majeure.

FP will not be liable for any delay, loss, damage or non-performance arising out of any cause whatsoever beyond FP's reasonable control.

17. Third Parties.

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. Changes.

FP reserves the right to change this agreement by giving 3 months written notice to you. If you do not accept the change you can terminate this agreement by giving FP not less than 30 days written notice of termination, such notice to be received by FP within 60 days of the date FP gave notice of the change.

19. Law.

This agreement will be governed and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

20. Complaints.

We aim to offer you an efficient, effective and comprehensive service. If you are dissatisfied with any aspect of our services, you should in the first instance raise the matter with our administration department who will respond within 5 business days. If our administration department is unable to resolve the matter to your satisfaction, the matter will be raised with a senior manager who will investigate as quickly as possible and make reasonable efforts to find a satisfactory solution in as short a time as practicable. Complaints should be made to: admin@fpmailing.co.uk.