

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 mymail. FP is a limited company registered in England and Wales under company number 2445645; our registered office and main trading address is at 74, Questor, Powdermill Lane, Dartford, Kent DA1 1EF. Our VAT number is 566261823. Our telephone number is 01322 405 000. Our email address is enquiries@fpmailing.co.uk. We are approved by the Royal Mail as a manufacturer and maintainer of franking machines.

2. Duration.

2.1 The mymail order form you have signed will specify whether (subject to all other rights of termination in this agreement), your agreement is for 12 or 36 months. A 12 month agreement is also known as a "standard rental"; a 36 month agreement is known as a "Plus Rental" or (if it is by way of replacement of an existing rental for mymail) "Privilege Plus".
2.2 Subject to the other terms of this agreement, a 12 month agreement continues (on a rolling 12 month basis) unless either of us terminate it by giving the other at least 3 months' written notice. That notice must expire on any anniversary of the Effective Date; 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 12 month period.
2.3 Subject to the other terms of this agreement, a 36 month agreement continues unless either of us terminate it by giving the other at least 3 months' written notice. That notice must expire on the 3rd anniversary of the Effective Date; if you want to terminate early (other than for our breach in accordance with clause 8.2 or as permitted by clauses 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 36 month period. After the initial 36 month period (and unless terminated in accordance with this agreement), this agreement continues as provided in clause 2.4.
2.4 Subject to the other terms of this agreement, after the period of 36 months referred to in clause 2.3, this agreement continues automatically for successive periods of 36 months 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.
2.5 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 mymail unused and unopened and (b) return all promotional gifts.

3. Royal Mail Requirements.

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.
3.3 You must not without FP's and Royal Mail's consent alter, modify or add to mymail 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 mymail.
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 mymail.
3.7 You must not use mymail at any location other than at the mymail 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 or a Privilege Plus agreement in which case Royal Mail inland letter tariff updates are provided free of charge.

4. Teleset.

4.1 FP operates a Teleset System to facilitate the remote resetting of mymail.
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 mymail 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 modem resets per annum. All non Direct Debit customers are entitled to six free 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 modem 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 re-setting.
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 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 mymail if it fails to perform to its specification due to a defect in workmanship or materials.

5.2 Repairs will be undertaken at FP premises. All transport costs will be paid by FP.

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

5.4 FP can (without liability) replace mymail or modify after 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 mymail.

5.5 The maintenance obligations in clauses 5.1 to 5.3 (inclusive) are provided to you alone and do not apply to consumable parts (all replacement consumables must be paid for by you, subject to clause 6 below) 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 rights to charge its then standard fee for any maintenance and/or repair and any replacement parts.

5.6 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.

6. Consumables

6.1 If you have contracted for "Plus" and/or "Privilege Plus" rental:-
6.1.1 FP approved franking labels will be provided free of charge up to 1,000 labels per annum (ie each 12 month period of your contract) based on your postage use stated overleaf (labels above that amount and/or if you exceed that postage usage, must be paid for).

6.1.2 FP approved ink cartridges will be provided free of charge based on your postage use stated overleaf (if you exceed that postage usage, ink cartridges must be paid for).

6.2 You must provide FP with information on your postage use if a faxback monitor is put in place. This may be put in place at FP's discretion.

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

6.4 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, save for amounts payable under clauses 5.5 and 6, which must be paid within 30 days of invoice date.

7.2 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).

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

7.4 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 Royal Bank of Scotland plc 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 mymail 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;

(d) 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 mymail 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 mymail passes to you on delivery. You must (from delivery) insure mymail 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 mymail to FP's order.

9.2 You must keep mymail safe, secure and in good repair and working order. Ownership of mymail remains with FP. You must not charge, sell or

part with mymail. 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 mymail howsoever and whenever arising; in particular but without limitation if for any reason you cease to have possession and/or control of mymail (for any reason including without limitation theft) you must pay to FP the full replacement cost to FP of a new mymail and if your mymail 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 a new mymail.

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 mymail (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 FP against any loss, damage or injury caused by mymail 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.

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

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, howsoever 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.

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

The Direct Debit Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or payment dates change Francotyp-Postalia Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Francotyp-Postalia Ltd or your Bank or Building Society, you are guaranteed a full immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



The Direct Debit Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or payment dates change Francotyp-Postalia Ltd trading as TELESET will notify you 5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Francotyp-Postalia Ltd trading as TELESET or your Bank or Building Society, you are guaranteed a full immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

