

Mailbox Service Agreement

Terms and Conditions (effective 11/12/19)

Agreement

Subject to **you** observing these Terms and Conditions, **we** agree to provide **you** with a **mailbox service**, for the **term**, at the **premises** specified in the **agreement**, upon receipt of the **payment**.

Definitions

Any words appearing in bold throughout this document have a specific meaning which **we** explain here:

"we" / "us" / "our": Mail Boxes Etc. (UK) Limited - Registered in England: 3107457

"you" / "your": the person taking out the **agreement** and any additional individuals as named on the **agreement**, or authorised by **you** to collect **postal packets** from the premises

"mailbox service": the provision of a mailing address for the receipt, holding and forwarding of **postal packets**

"mailbox number": the mailbox number **we** issue which is a mandatory part of **your mailbox service** address

"Personal" / "Business" / "Premier": types of mailbox service

"term": the duration of **your mailbox service agreement**

"premises": the Mail Boxes Etc. location operating **your mailbox service**

"agreement": the contract under which **we** offer **you** a **mailbox service**

"payment": the charges **we** apply to operate **your mailbox service**

"registration fee": a one-off charge which covers the costs of setting up the **mailbox service**

"cancellation charge": a fee levied to cover the reasonable costs of administration incurred in cancelling the **mailbox service**

"late payment fee": a charge which is levied if **you** exceed **our payment** terms

"notice date": the date on which **we** advise **you** of an action affecting **your mailbox service**

"postal packets" / "items" / "mail": mailing envelopes, padded bags, post, packages, parcels delivered to the **premises** via postal service providers and couriers

Service

1. **Your agreement** will consist of the following services
 - 1.1. **We** will provide **you** with a mailing address at the **premises**, including a **mailbox number**, for which **you** will pay a **registration fee**.
 - 1.2. If **you** request a physical mailbox at the **premises**, **we** will provide **you** with a key to that mailbox for which **you** will pay a fee.

- 1.3. If **you** request a virtual address service at the **premises**, **you** can collect mail from the sales counter during the **premises** opening hours.
- 1.4. Where 24-hour access is available at the **premises** and **you** select this option, **we** will provide **you** with door entry access for which **you** will pay a fee.
- 1.5. **You** may use **our mailbox service** address as the Registered Address at Companies House, provided that **you** comply with Companies House requirements and pay **us** a recurring fee for each company registered.
- 1.6. **We** will receive all pre-paid **postal packets** addressed to **your** mailbox address on **your** behalf and, where applicable, will deposit the same in **your** mailbox.
- 1.7. **We** will receive **postal packets** of special, registered or recorded delivery on **your** behalf provided that, if **you** refuse to accept any such **item**, **you** will pay any costs or fees associated with its refusal or return.
- 1.8. **We** will receive **postal packets** requiring cash on delivery, subject to **you** making advance arrangements for their receipt and payment by **us**, to our satisfaction.

Payment

2. **Your mailbox service** is payable in full in advance. **We** may use a third-party provider to process **your payment**.
3. Where you have purchased the **mailbox service** online, **you** may cancel the order and receive a full refund provided **we** receive **your** request in writing to goodbye@mbe.uk within 24 hours of the purchase transaction. The **mailbox service** purchase will be considered live and operational once we have issued the **mailbox number**. Any cancellation of a **Personal mailbox service**, where the service has not been used, made up to 14 days after the first **Payment**, will incur a **cancellation charge** to cover administration costs. In all other circumstances clause 26 will apply.
4. Subscription customers:
 - 4.1. Where **you** have selected to pay in instalments, **you** approve our taking subsequent recurring payments automatically. The **payment** will be taken from **your** selected credit/debit card, registered at the time of the purchase, or any other valid card subsequently provided. A minimum **term** of 3 months applies to each **agreement**.
 - 4.2. **You** will provide valid credit/debit card details for the duration of the **mailbox service**. **We** will provide **you** with notification of the **payment** amount, to **your** registered email address, on each **payment** due date.
 - 4.3. **We** will notify **you** of any changes in price no less than 60 days prior to implementation.
5. If any **payment** or other sums are outstanding to **us**, **we** shall have a lien over all uncollected items until **payment** is duly made.
6. If **you** fail to make any **payment**, any **postal packets** received after the expiry of the existing **term** may, at **our** absolute discretion, be retained for up to 30 days pending **Payment**, and released on payment of any arrears and a **late payment fee**.

Using your mailbox service

7.
 - 7.1. Holders of a "Personal" mailbox service are entitled to the primary box holder's name plus one different last name within the payment. A "Personal" mailbox may not be used for commercial purposes.
 - 7.2. Holders of a "Business" mailbox service are entitled to have up to 4 names listed as recipients of mail.
 - 7.3. Holders of a "Premier" mailbox service are entitled to have up to 10 names listed as recipients of mail.
 - 7.4. Additional names listed are subject to a monthly Additional Names Fee.
8. **You** may select a mail forwarding service. **Mail** will be forwarded to an address **you** nominate on an agreed basis, for which **we** will charge **you** a fee, in addition to the cost of materials and postage or courier charges each time mail is forwarded, payable in advance.
9. It is **your** responsibility to notify **us** in writing in advance, of any change in address, including Company Registered Address, or contact details, or any change to named recipients of **mail**, and any resulting changes in information required

under section 22.

10. **You** authorise **us** and any of **our** representatives, at **our** discretion, to sign on **your** behalf for any deliveries addressed to your **mailbox service** address.
11. **We** may in **our** absolute discretion refuse to accept delivery of any **item** for any reason, including, without limitation, that
 - 11.1. There is no or insufficient prepaid postage; or
 - 11.2. any **payment** is outstanding; or
 - 11.3. in **our** opinion, delivery of any **item** is in breach of Condition 5; or
 - 11.4. **you** are using the **mailbox service** for the delivery of unreasonably large **items** of **mail** or an unreasonable volume of **postal packets**; or
 - 11.5. any **item** received is addressed to an individual or business name not listed as a mailing name within **your agreement**; or
 - 11.6. if the **mailbox service** is being used for the storage or delivery of items of value.
12. Packages and oversized mail received addressed to **you** will be held for one week at no extra charge, after which a Package Holding Fee will be levied per item held, per day.
13. Where **you** use the **mailbox service** for the regular receipt of parcels or significant volumes of **mail** which exceed the capacity of the mailbox allocated, a Mail Handling Fee will be applied at **our** discretion.
14. The **mailbox service** is not to be used for the storage or delivery of items of value. **We** have no knowledge of the value of any item of mail and will not accept notification of value. **Our** liability in respect of any damage or loss is limited to £5 for each claim and in aggregate shall not exceed the amount of the **payment** in any **term**.
15. Subject to proof of identity, **you** may check by telephone or email to see if you have any mail. **We** are not obliged to open and read mail or tell who it is from.
16. If **you** use the **mailbox service** address within any advertising undertaken via third parties including but not limited to printed or online directories, search engine portals or on your own or any other websites, **payment** will be required to cover the entire advertising period for which the **mailbox service** address is displayed.
17. **You** undertake not to:
 - 17.1. use the **mailbox service** for any purpose which in our considered opinion may be deemed to be illegal or antisocial and if it does so it acknowledges that **we** may report the same to any relevant authority; and
 - 17.2. send or deliver or permit to be sent or delivered to the **premises** any illegal, defamatory, obscene, dangerous or bulky object or material.
18. If **you** fail to remove any **item** within 30 days of notice to that effect being given, then **you** hereby authorise **us** in our absolute discretion, either to destroy such **items** or to return them either to **you** at your last known address or to the sender at any time after the **notice date** without further notice, at your expense.
19. Any person having possession of **your** allocated mailbox key is deemed to be authorised by **you** and **we** will not be bound to enquire into the authority of such a person. **We** will not be liable for any loss or damage arising if the key is in the possession of an unauthorised person.
20. **We** shall not be liable for any indirect or consequential loss, including loss of profit, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond **our** control including, but not limited to, any loss, damage, delay or mis-delivery on the part of Royal Mail or any other carrier.
21. **You** will indemnify **us** against any expense, liability, loss, claim or proceedings **we** incur arising from **your** use of the **mailbox service**, except to the extent that the same is caused by **our** negligence.

Identification verification

22. a) To activate the **mailbox service** you are required to provide us with:
- 22.1. 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/or services;
 - 22.2. the full name, address, email address and telephone number of all persons for whom mail is to be received, held or forwarded;
 - 22.3. two original forms of identification, or suitably certified copies, for all persons for whom mail is to be received, held or forwarded, of a type **we** approve, including a 'proof of identity' and a 'proof of address.' A full list is held at mbe.co.uk/mailboxID. **We** may disclose this information if requested by an appropriate authority or if required for the pursuit of legal action.
- b) If **you** fail to produce valid forms of identification, **we** may at **our** sole discretion refuse to accept delivery of **items**, return them to sender and/or terminate the agreement. In this instance there will be no refund of the **payment**.
- c) **We** may at **our** sole discretion refuse to offer the **mailbox service** to a minor.
23. **You** agree to **us** carrying out verification checks, which may be electronic, as reasonably may be required under the Money Laundering Regulations 2017 (as updated from time to time), local legislation, or any other law.
24. **You** will provide **us** with information on identification, address, purpose of mailbox rental and any other areas required for **us** to meet **our** obligations under current legislation, before **we** can release any **postal packets** to **you**.
25. **We** are obliged to maintain accurate and current details of **you** as required by relevant UK authorities. These requirements may change from time to time. **You** will promptly advise any change in details and provide all information reasonably requested; and accept that **postal packets** may be withheld and/or inspected at **our** discretion, pending investigation of information provided.

Termination

26. **You** may terminate the **mailbox service** at any time by giving 30 days written notice by email to goodbye@mbe.uk. There will be no refunds if **you** terminate early. There will be no refund for part-month cancellations. **We** may terminate the **agreement** by giving 30 days written notice to **your** email address registered with **us**.
27. If **you** breach any of these Terms and Conditions, **we** may terminate **your mailbox service** forthwith. Following termination, **you** hereby authorise **us** at **our** absolute discretion either to retain, or destroy, any **postal packets** addressed to **you**, or any **items** on the **premises** which are **your** property, or to return to the sender, or to **your** last known address, at **your** risk.
28. If **you** are in breach of condition 17 of these Terms and Conditions, then **we** may terminate **your mailbox service** with immediate effect. In this instance there will be no refund of the **payment**.
29. If you fail to return the key(s) promptly to **us** or **our** representatives, on termination of the **agreement**, **you** will be liable to pay a fee. If **you** require a replacement key, this will be provided for an additional fee.
30. If **we** are no longer able to provide the **mailbox service** at the designated **premises**, **we** reserve the right to:
- 30.1. relocate the **mailbox service** to alternative **premises** for the remainder of the **term**, or
 - 30.2. terminate the **mailbox service** forthwith. In this case **you** will pay fees up to the date of termination. **We** will return the balance of any **payment** in the case of a longer pre-paid **term**, less any amounts **you** owe **us**.

Legal

31. General Data Protection Regulations 2018 (the Act)
- 31.1. Any personal information **you** provide **us** in connection with the **mailbox service** may be used to verify identity. **Your** information will be held securely on our systems, in accordance with **our** Privacy Notice and Policy.
- 31.2. **We** may, at our discretion share **your** personal information with other Mail Boxes Etc. companies and their trading partners for use exclusively in connection with the provision of serviced and/or virtual offices and related services. **Your** personal information will not be passed to any other party without **your** express permission, unless **we** are required to do so by law or regulation.
- 31.3. **We** will store your personal information and verification thereof in accordance with relevant legislation after which it will be destroyed. The Act confers rights of access to certain information held by us for the prevention or detection of offences for fraud prevention purposes. **We** may share any information collected with the Police to assist with investigations and/or enquiries as well as other public or private sector agencies or representative bodies complying with legislation and in accordance with relevant statutory and regulatory obligations.
32. 32.1. The **agreement** and these Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales. Unless any alternative dispute resolution procedure is agreed between **you** and **us**, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this **agreement**.
- 32.2. **We** may assign any of our rights or benefits hereunder.
- 32.3. **You** may not assign any of **your** rights or benefits hereunder.
- 32.4. These Terms and Conditions shall prevail notwithstanding any conflict with the terms and conditions of any order or contract in respect of the mailbox service or any other services we provide.
33. **We** may vary these Terms and Conditions from time to time. In this event, **we** will give 30-days' notice in writing to **your** registered email address.