

# ALL EQUIPMENT TERMS

## IMPORTANT – YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS

### 1. AGREEMENT.

1.1 These terms and conditions ('Agreement') are made between us, Francotyp-Postalia Ltd ('FP', 'us', 'our' and 'we') and the person identified overleaf as the 'Customer' ('the Customer' and 'you'). FP is limited company registered in England and Wales under company number 2445645; our registered office and main trading address is at 74 Quetor, Powdermill Lane, Dartford, Kent, DA1 1EF. Our VAT number is 285 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](http://www.fpmailing.co.uk). All calls are recorded for monitoring and quality purposes.

1.2 This Agreement sets out all terms and conditions relating to (a) the maintenance of the equipment shown in the schedule overleaf ('the Equipment') and (b) our Teleset System. No variation or other terms and conditions will form part of this Agreement unless made or specifically accepted in writing by the managing director of FP or such other person as he may nominate ('an Authorised Signatory'). In this Agreement any reference to agreement or consent by FP means written agreement (which can include email) given by an Authorised Signatory. This Agreement will override and take the place of any other terms and conditions (a) in any document or other communication used by you (all of which are rejected by FP) and (b) implied by trade custom practice or course of dealing. No contract will come into effect until your order has been accepted by and this Agreement has been signed by an Authorised Signatory. Please note that this Agreement is not a contract of sale relating to sale of the Meter or other Equipment to you.

### 2. POSTAGE METER.

2.1 The Equipment may include a Meter. In this Agreement, references to a 'Meter' means the postage meter, postage security device (PSD) and/or secure accounting device (SAD), if any, shown overleaf as described. This Agreement must be in force throughout the period in which the Customer uses the Meter. This Agreement is conditional on FP obtaining authority from Royal Mail permitting you to use the Meter ('the Authority'). In accordance with Royal Mail requirements: (a) we will retain ownership of all franking, date stamping dies, cables, indicia, cryptographic software and firmware, PSD and SAD ('FP Owned Items') and (b) we are entitled to repossess the same forthwith if Royal Mail requires.

2.2 As conditions of this Agreement you must:

- be duly authorised at all times, by Royal Mail to use the Meter;
- (strictly perform and observe all terms and conditions of the Authority, not do or omit to do anything which might breach the Authority or render it liable to revocation or termination by Royal Mail, you will nevertheless forthwith give written notice to us of any such revocation or termination;
- indemnify us against any liability incurred by us to Royal Mail (including all direct and indirect actions, proceedings, claims, demands, costs, damages and expenses howsoever arising) in connection with:
  - the use by any person of the Meter whether without making due payment or otherwise; or
  - the Authority (and/or any breach of the Authority) and/or any other approval authority instruction or licence at any time given or granted by Royal Mail relating to the Meter;
  - at all times ensure that unless our written consent and that of Royal Mail is first obtained no attachment or addition is made to the Meter or the design or colour of any impression approved for the time being by Royal Mail, whether so as to affect the franking or revenue recording mechanism thereof or otherwise;
  - permit us and/or Royal Mail to inspect the Meter at all reasonable times. You must (at your cost) on request deliver the Meter to us or to Royal Mail for inspection or testing purposes and collect the same when required by us;
  - permit us to do anything required by Royal Mail including (i) inspections, repairs, alterations, software updates and maintenance and (ii) supply of information to Royal Mail including in relation to inspections, maintenance and repairs, Royal Mail's revenue control system and Meter usage information. You must supply us with all information required by Royal Mail. You agree that Royal Mail may store all such information in its database and use that information to provide you with information about Royal Mail products and services;
  - notify us immediately of any loss theft or damage to the Meter;
  - at your cost comply with Royal Mail requirements from time to time;
  - only use the Meter at the installation address stated overleaf under 'Customer Details'. You must forthwith notify FP and Royal Mail if you intend to use the Meter at any other premises and prior to doing so obtain consent from Royal Mail;
  - if Royal Mail withdraws its approval for the Meter, return the Meter to us and/or we can collect it from you. If Royal Mail approval is withdrawn, we shall not be liable to supply or maintain the Meter.

### 3. TELESSET.

- 3.1 The 'Teleset System' means the system we operate from time to time to facilitate the remote resetting of your Meter (i.e. to credit funds to your Meter).
- 3.2 'Teleset Pre Paid Postage' means the amount 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 Teleset Pre Paid Postage is specified overleaf, but we may agree with you to vary such amount. You agree to maintain the Teleset Pre Paid Postage at all times.
- 3.3 We will only permit you to reset the Meter if there is sufficient credit balance (in excess of the Teleset Pre Paid Postage) on your Teleset Account to meet the reset in full. We may, at our discretion, advance money to your Teleset Account to enable you to reset your Meter, in which case we will charge you our administrative fee (as from time to time in force). Any such advance and fee is repayable forthwith.
- 3.4 You irrevocably and unconditionally authorise us to deduct and transfer from the credit balance on your Teleset Account:
  - any and all amounts from time to time payable to Royal Mail, including in respect of Meter resets (whether effected through the Teleset System or otherwise) or otherwise to comply with Royal Mail requirements from time to time;
  - the advances, fees and charges referred to in clauses 3.3 and 3.5 and VAT thereon;
  - any and all amounts paid into your Teleset Account in error or in respect of matters other than the remote resetting of the Meter, which amounts shall be paid to the person entitled to them. If you have completed a direct debit instruction to facilitate the collection by us of the amounts required to be collected and thereafter restore the Teleset Pre Paid Postage and/or the amounts referred to in clause 3.4(b) such instruction will not be used without prior notice;
  - any amounts payable to FP in respect of resets or otherwise.
- 3.5 If you have Mandatory Maintenance then you must pay our then current charge for crediting funds to your Teleset Account, each time funds are so credited. In all other cases the following applies:
  - if funds are credited to your Teleset Account by direct debit, then we will not charge for the first 12 resets (i.e. credit of funds) per annum;
  - if your account is credited via a non direct debit method, then you will be subject to administration fees for invoices and resets, the first 6 resets per annum will not be charged for;
  - save as provided in clauses 3.5 (a) and (b) you must pay our then current charge for excess resets (i.e. other than the 12 or 6 referred to in clauses 3.5(a) and (b)) to your Teleset Account, each time funds are so credited.
- 3.6 We shall be entitled to retain all interest accruing in relation to the Teleset Account.
- 3.7 Our bankers automatically deduct bank charges from the account in which your Teleset Account is maintained and you irrevocably and unconditionally authorise such deductions. We will credit your Teleset Account if and to the extent that such bank charges are deducted from it.

### 4. PERIOD.

- 4.1 Subject to clauses 5 and 10 (any other rights reserved to us in this Agreement to terminate this Agreement), this Agreement will remain in force for an initial fixed period of 12 months unless specified otherwise overleaf under 'the Term' (such 12 month or other period specified overleaf being 'the Fixed Period') from the Effective Date and thereafter will renew automatically for successive periods equal to such Fixed Period ('Successive Periods'), unless and until terminated by either party giving not less than three months' notice in writing to the other to expire at the end of the Fixed Period or any Successive Period. You may also terminate this Agreement by giving written notice to us and received by us within 7 days from the Effective Date and subject to (within such period) (a) return at your cost of all FP Owned Items, the Equipment and the Meter unused, unopened and in first class condition and (b) payment of our then prevailing cancellation fee. For the purposes of this Agreement the 'Effective Date' means the date on which the Equipment has been delivered to you and if more than one item is specified as the 'Equipment' then the first of such items to be so delivered.
- 4.2 Clause 4.1 applies unless you have opted (overleaf) for "Rate Guard". In that event the Agreement will run for a period of 36 months from the Effective Date renewing automatically for further periods of 36 months, unless and until terminated by either party giving not less than three months' notice in writing to the other to expire at the end of any such period of 36 months.

### 5. PAYMENT TERMS.

- 5.1 The amount payable by you for maintenance ('Maintenance Charge') is set out overleaf, exclusive of VAT.
  - We reserve the right to increase the Maintenance Charge:-
    - by written notice to you including on an invoice, such increase to apply with effect from the date specified by us. We may do this in our absolute discretion and in particular (without limitation) to take account of increased costs, such as labour, parts, materials, changes in exchange rates, taxes and/or duties; if you have exceeded any relevant letter volumes (included as stated overleaf, in a material testing form or otherwise) in relation to relevant Equipment or if any recommended volume set by any relevant manufacturer is being exceeded.
    - You are required to pay in full all amounts payable within 30 days of invoice date without deduction discount set-off counterclaim or withholding on any ground whatsoever. Time for payment is of the essence. If you fail to pay in full in accordance with this Agreement then (without prejudice to our other rights) (a) you will automatically become liable to pay us interest on the amount for the time being unpaid at 3 per cent per annum above the base rate from time to time of Bank of England (calculated from the due date of payment until payment in full as well after as before any judgment), (b) we can 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 and (c) we can by written notice to you forthwith terminate this Agreement and/or any other agreement between us and claim damages from you for breach. We are entitled to recover the price (for any spare parts sold to you hereunder) and all other amounts payable hereunder notwithstanding that delivery may not have taken place and that property in any spare parts may not have passed to you.
  - If you terminate this Agreement in breach (including failure to give proper notice), then without prejudice to any other rights or remedies available to FP, FP can charge you the full Maintenance Charge payable for the balance of the Fixed Period, Successive Period or 36 month period (as appropriate) as referred to in clause 4.

### 6. MAINTENANCE.

- 6.1 FP offers 3 types of maintenance, namely Fully Comprehensive, Swap It and Swap It Plus. The type that applies to you will be indicated overleaf. In addition, FP will provide Mandatory Maintenance for those customers who had previously elected for Mandatory Maintenance; Mandatory Maintenance is not available to new customers. In this Agreement a 'Business Day' means Monday – Friday (inclusive) excluding UK public holidays. 'Business Hours' means 9:00 am to 5:30 pm on a Business Day.
  - Mandatory. Within Business Hours we will (a) inspect the Meter and take meter readings in accordance with mandatory Royal Mail requirements and (b) when reasonably practicable attend all emergency calls by you in relation to the relevant Equipment (ie that is the subject of Mandatory Maintenance) and effect repairs as we think fit so that the relevant Equipment operates properly in all material respects. You must pay (at our then current rates) for all labour, parts, consumables, transport and costs incurred by us in connection with the provision of Mandatory Maintenance.
  - Fully Comprehensive. We will attend emergency and other calls for maintenance in relation to the relevant Equipment, when reasonably practicable within Business Hours and effect repairs as we think fit so that the relevant Equipment operates properly in all material respects.
  - Swap It and Swap It Plus. We do not attend your premises. Instead, relevant Equipment must be returned to FP's premises (at FP's cost). FP will supply replacement Equipment (at FP's cost) unless in FP's opinion the circumstances in clause 6.5(f) apply, in which case clause 6.5(f) shall apply. In addition:-
    - in the case of Swap It Plus, if FP receive a request for maintenance before 4:30 pm on a Business Day, FP will deliver replacement Equipment to you on the next Business Day; in the case of Swap Out, if FP receive a request for maintenance before 3:00 pm on a Business Day, FP will deliver replacement Equipment to you within the next 3 Business Days.
- 6.5 The following apply to all Equipment (in particular franking machines and folder inserters) and all maintenance (regardless of the type of maintenance) and prevail over all other provisions of this Agreement, save as stated below:-
  - maintenance is only provided for the related item of Equipment stated overleaf. If Maintenance has not been selected (overleaf) in respect of any particular Equipment, then no Maintenance will be provided in respect of that Equipment;
  - all transport costs are payable by FP, save in the case of Mandatory Maintenance. In Mandatory Maintenance you must pay all transport costs;
  - all exchanged parts and Equipment become FP's property;
  - all replacement Equipment or parts are new or refurbished (as FP elects);
  - FP is not liable to undertake any repairs which would alter the specification of the Equipment;
  - if in FP's opinion the Equipment cannot be properly repaired unless it is reconditioned, FP will not be liable to undertake any repairs and will instead quote for reconditioning. If you do not agree to pay for such reconditioning, then FP is entitled to cease provision of maintenance in relation to the Equipment concerned and/or terminate this Agreement by not less than 7 days written notice to you;
  - you must pay for all consumables, cables, fold rollers, external modems, slitting and cutting blades (including in relation to folder inserters);
  - FP is entitled to charge for all transport, delivery, labour, parts, consumables, cables, fold rollers, external modems, slitting and cutting blades, replacement Equipment and materials (at FP's then current prices) in connection with maintenance related to damage, defects or other failure to operate properly caused or contributed to by theft, fire, water, accident, careless or wrongful usage, willful damage, negligence, failure to follow FP instructions, excessive physical or electrical stress, unauthorised alteration maintenance or repair, abnormal storage or working conditions, use of FP Unauthorised Consumables, usage in excess of any relevant letter volumes (including as stated overleaf, in a material testing form or otherwise or specified by any relevant manufacturer), movement of Equipment by anyone other than an authorised FP engineer, fair wear and tear, use in connection with other incompatible equipment or systems or any use after a defect has arisen and/or has been notified to FP and is awaiting repair; The full functionality of the franking system, at the moment of delivery, is guaranteed only if the original ink cartridges of Francotyp-Postalia are used.
    - The Equipment may not operate properly or at all if used in conjunction with consumables (including cartridges and/or ink) other than consumables manufactured, supplied or otherwise expressly approved in writing by FP. For the purposes of this agreement 'FP Unauthorised Consumables' means consumables (including cartridges and/or ink) which are not manufactured, supplied or otherwise expressly approved in writing by FP. If FP Unauthorised Consumables are used:-
      - those FP Unauthorised Consumables may damage the Equipment and/or any related equipment (and such damage may not be capable of repair);
      - FP is not responsible for any loss and/or damage arising directly or indirectly from the use of FP Unauthorised Consumables;
      - FP is entitled to charge (as referred to in clause 6.5 (h)) for damage, defects or failures caused by the use of FP Unauthorised Consumables.
- 6.6 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.
- 6.7 Notwithstanding any other provision of this agreement, if FP supplies you with any item of WiFi equipment, then none of clauses 6.1 to 6.5 shall apply to that WiFi equipment and FP shall not be obliged to maintain, repair or replace that WiFi equipment. To the extent that FP is reasonably able to do so, FP shall pass to you any manufacturer's guarantee or warranty provided to FP in connection with such WiFi equipment. It is your responsibility to ensure a safe and secure WiFi connection and to put in place appropriate security and anti-virus and anti-hacking software, procedures and the like.
- 6.8 If FP has supplied you with FP's software known as 'navigator plus', then FP's standard software licence in relation to that shall apply.

- 6.9 The following apply to all Equipment (in particular franking machines and folder inserters) and all maintenance (regardless of the type of maintenance) and prevail over all other provisions of this Agreement, save as stated below:-
  - maintenance is only provided for the related item of Equipment stated overleaf. If Maintenance has not been selected (overleaf) in respect of any particular Equipment, then no Maintenance will be provided in respect of that Equipment;
  - all transport costs are payable by FP, save in the case of Mandatory Maintenance. In Mandatory Maintenance you must pay all transport costs;
  - all exchanged parts and Equipment become FP's property;
  - all replacement Equipment or parts are new or refurbished (as FP elects);
  - FP is not liable to undertake any repairs which would alter the specification of the Equipment;
  - if in FP's opinion the Equipment cannot be properly repaired unless it is reconditioned, FP will not be liable to undertake any repairs and will instead quote for reconditioning. If you do not agree to pay for such reconditioning, then FP is entitled to cease provision of maintenance in relation to the Equipment concerned and/or terminate this Agreement by not less than 7 days written notice to you;
  - you must pay for all consumables, cables, fold rollers, external modems, slitting and cutting blades (including in relation to folder inserters);
  - FP is entitled to charge for all transport, delivery, labour, parts, consumables, cables, fold rollers, external modems, slitting and cutting blades, replacement Equipment and materials (at FP's then current prices) in connection with maintenance related to damage, defects or other failure to operate properly caused or contributed to by theft, fire, water, accident, careless or wrongful usage, willful damage, negligence, failure to follow FP instructions, excessive physical or electrical stress, unauthorised alteration maintenance or repair, abnormal storage or working conditions, use of FP Unauthorised Consumables, usage in excess of any relevant letter volumes (including as stated overleaf, in a material testing form or otherwise or specified by any relevant manufacturer), movement of Equipment by anyone other than an authorised FP engineer, fair wear and tear, use in connection with other incompatible equipment or systems or any use after a defect has arisen and/or has been notified to FP and is awaiting repair; The full functionality of the franking system, at the moment of delivery, is guaranteed only if the original ink cartridges of Francotyp-Postalia are used.
    - The Equipment may not operate properly or at all if used in conjunction with consumables (including cartridges and/or ink) other than consumables manufactured, supplied or otherwise expressly approved in writing by FP. For the purposes of this agreement 'FP Unauthorised Consumables' means consumables (including cartridges and/or ink) which are not manufactured, supplied or otherwise expressly approved in writing by FP. If FP Unauthorised Consumables are used:-
      - those FP Unauthorised Consumables may damage the Equipment and/or any related equipment (and such damage may not be capable of repair);
      - FP is not responsible for any loss and/or damage arising directly or indirectly from the use of FP Unauthorised Consumables;
      - FP is entitled to charge (as referred to in clause 6.5 (h)) for damage, defects or failures caused by the use of FP Unauthorised Consumables.
- 6.6 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.
- 6.7 Notwithstanding any other provision of this agreement, if FP supplies you with any item of WiFi equipment, then none of clauses 6.1 to 6.5 shall apply to that WiFi equipment and FP shall not be obliged to maintain, repair or replace that WiFi equipment. To the extent that FP is reasonably able to do so, FP shall pass to you any manufacturer's guarantee or warranty provided to FP in connection with such WiFi equipment. It is your responsibility to ensure a safe and secure WiFi connection and to put in place appropriate security and anti-virus and anti-hacking software, procedures and the like.
- 6.8 If FP has supplied you with FP's software known as 'navigator plus', then FP's standard software licence in relation to that shall apply.

- 6.9 The following apply to all Equipment (in particular franking machines and folder inserters) and all maintenance (regardless of the type of maintenance) and prevail over all other provisions of this Agreement, save as stated below:-
  - maintenance is only provided for the related item of Equipment stated overleaf. If Maintenance has not been selected (overleaf) in respect of any particular Equipment, then no Maintenance will be provided in respect of that Equipment;
  - all transport costs are payable by FP, save in the case of Mandatory Maintenance. In Mandatory Maintenance you must pay all transport costs;
  - all exchanged parts and Equipment become FP's property;
  - all replacement Equipment or parts are new or refurbished (as FP elects);
  - FP is not liable to undertake any repairs which would alter the specification of the Equipment;
  - if in FP's opinion the Equipment cannot be properly repaired unless it is reconditioned, FP will not be liable to undertake any repairs and will instead quote for reconditioning. If you do not agree to pay for such reconditioning, then FP is entitled to cease provision of maintenance in relation to the Equipment concerned and/or terminate this Agreement by not less than 7 days written notice to you;
  - you must pay for all consumables, cables, fold rollers, external modems, slitting and cutting blades (including in relation to folder inserters);
  - FP is entitled to charge for all transport, delivery, labour, parts, consumables, cables, fold rollers, external modems, slitting and cutting blades, replacement Equipment and materials (at FP's then current prices) in connection with maintenance related to damage, defects or other failure to operate properly caused or contributed to by theft, fire, water, accident, careless or wrongful usage, willful damage, negligence, failure to follow FP instructions, excessive physical or electrical stress, unauthorised alteration maintenance or repair, abnormal storage or working conditions, use of FP Unauthorised Consumables, usage in excess of any relevant letter volumes (including as stated overleaf, in a material testing form or otherwise or specified by any relevant manufacturer), movement of Equipment by anyone other than an authorised FP engineer, fair wear and tear, use in connection with other incompatible equipment or systems or any use after a defect has arisen and/or has been notified to FP and is awaiting repair; The full functionality of the franking system, at the moment of delivery, is guaranteed only if the original ink cartridges of Francotyp-Postalia are used.
    - The Equipment may not operate properly or at all if used in conjunction with consumables (including cartridges and/or ink) other than consumables manufactured, supplied or otherwise expressly approved in writing by FP. For the purposes of this agreement 'FP Unauthorised Consumables' means consumables (including cartridges and/or ink) which are not manufactured, supplied or otherwise expressly approved in writing by FP. If FP Unauthorised Consumables are used:-
      - those FP Unauthorised Consumables may damage the Equipment and/or any related equipment (and such damage may not be capable of repair);
      - FP is not responsible for any loss and/or damage arising directly or indirectly from the use of FP Unauthorised Consumables;
      - FP is entitled to charge (as referred to in clause 6.5 (h)) for damage, defects or failures caused by the use of FP Unauthorised Consumables.
- 6.6 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.
- 6.7 Notwithstanding any other provision of this agreement, if FP supplies you with any item of WiFi equipment, then none of clauses 6.1 to 6.5 shall apply to that WiFi equipment and FP shall not be obliged to maintain, repair or replace that WiFi equipment. To the extent that FP is reasonably able to do so, FP shall pass to you any manufacturer's guarantee or warranty provided to FP in connection with such WiFi equipment. It is your responsibility to ensure a safe and secure WiFi connection and to put in place appropriate security and anti-virus and anti-hacking software, procedures and the like.
- 6.8 If FP has supplied you with FP's software known as 'navigator plus', then FP's standard software licence in relation to that shall apply.

### 7. ROYAL MAIL TARIFF UPDATES.

- 7.1 You must at all times have, install and use the current Royal Mail tariffs, for inland and overseas post, including in relation to Mailmark™. Royal Mail tariff updates are supplied by FP via download or supply of chip.
  - You must pay for all Royal Mail tariff updates, including in relation to Mailmark™ unless you have elected and paid for Rate Guard and/or any of the following types of Maintenance: Fully Comprehensive, Swap It or Swap It Plus in which case inland letter tariff updates will be provided free of charge, but all other tariff updates must be paid for.
- 7.3 Royal Mail tariff updates (if chargeable) are supplied at FP's price in force (as displayed on our website) at the time we take payment by direct debit or (if payment is not taken by direct debit) when FP raise an invoice.
- 7.4 FP is not liable for Royal Mail surcharges or amounts charged by Royal Mail (for example if you are not using the current correct Royal Mail tariff).

### 8. WARRANTY.

- 8.1 FP will perform its maintenance obligations under this Agreement with reasonable care and skill.
- 8.2 Save for the warranties expressly set out in this Agreement all warranties, conditions, representations or other terms implied by statute, common law usage or otherwise (including without limitation as to merchantability, satisfactory quality, correspondence with description and sample, but save as to title) are hereby excluded to the fullest extent permitted by law (in particular in relation to any tablet as referred to in clause 8.3). No person other than an Authorised Signatory is authorised to make representations or warranties binding on FP.
- 8.3 If you have purchased a tablet from FP, then insofar as FP is reasonably able to do so, FP will pass to you the benefit of any manufacturer's warranty relating thereto.

### 9. DELIVERY.

- 9.1 All delivery dates are approximate only, time for delivery is not of the essence and FP does not accept liability for any loss or damage resulting from delay in delivery howsoever caused. We are entitled to deliver in instalments, each of which is a separate contract and no failure or delay in delivery or any defect in any one or more instalments shall entitle you to treat this Agreement as a whole as repudiated to terminate this Agreement or to cancel any other instalment.

### 10. TERMINATION.

- 10.1 Without prejudice to any of our other rights, we are entitled to terminate this Agreement forthwith by written notice to you in the event that:-
  - you breach or commit any material breach of this Agreement and (if such breach is remediable) such breach is not remedied within 7 days following written notice by us specifying such breach; or
  - (b) you breach any of Royal Mail's requirements from time to time and/or the Authority is revoked or terminated or Royal Mail otherwise requires us to terminate this Agreement and/or to repossess franks, dies and/or any FP Owned Items; or
  - (c) we no longer have the relevant authority from Royal Mail to maintain the Meter and/or operate the Teleset System; or
  - (d) you enter into or propose to enter into any composition or arrangement with your creditors or become bankrupt or a receiver, liquidator, administrator, administrative receiver, manager, trustee in bankruptcy or other like officer is appointed over all or any of your business or assets or a judgment against you remains unsatisfied for more than 7 days or if in our opinion any of the foregoing events is likely to occur.
- 10.2 On any termination of this Agreement:-
  - you will cease to possess FP Owned Items and related Equipment with our consent and must forthwith deliver the same to us. As stated above FP Owned Items belong to FP and we are entitled to remove them from any related Equipment. We are also entitled to decommission any relevant Equipment and remove any items that are the property of Royal Mail. Subject as aforesaid, after Equipment has been decommissioned we will return it to you. If you fail to return FP Owned Items, the Equipment and/or any property of Royal Mail then we will be entitled to enter any premises where the same are located or where we believe they are located and to repossess the same;
  - (b) we will be entitled by notice in writing to you to declare (and you there will forthwith become) immediately due and payable any amount outstanding from you to us under this or any other agreement and all such amounts will bear interest at the rate set out in clause 5.3 from the date of the notice until actual payment as well as before any judgment.

### 11. ASSIGNMENT.

- 11.1 You shall not assign, novate or otherwise transfer this Agreement, any rights and/or liabilities hereunder in whole or in part without our prior express written consent and any attempt to do so without such consent will be void. We shall be entitled to assign, novate or otherwise transfer this Agreement (and/or our rights and/or liabilities hereunder) in whole or part and/or to appoint any sub-contractor to perform our obligations.

### 12. VALUE ADDED TAX.

- 12.1 Unless expressly stated otherwise all prices are exclusive of value added tax which will be payable in addition at the appropriate rate(s) at the same time.

### 13. LOSSES AND COSTS.

- 13.1 Nothing in this Agreement excludes or limits FP's liability for fraud, fraudulent misrepresentation or death or personal injury arising out of negligence. Subject to that, under no circumstances will we be responsible for any loss of business or profit or any other indirect special contingent or consequential loss or damage, howsoever arising including without limitation by reason of our negligence. Our entire liability under this Agreement (save as aforesaid) inclusive of all costs shall not exceed the total of all Maintenance Charges paid by you hereunder and any other amounts paid by you under clause 7 excluding VAT.

### 14. NOTICES.

- 14.1 Any notice may be given by sending it by prepaid first class post to the other party's address shown in this agreement or to such party's last known address. In this Agreement a reference to writing or written includes faxes and email. We are entitled to serve a notice on you by email to your then current email or fax address.

### 15. HEALTH AND SAFETY.

- 15.1 You will be solely responsible for and will keep us indemnified against any loss, liability or expense arising directly or indirectly from use of the Equipment other than in accordance with this agreement and our operating instructions.

### 16. WAIVER.

- 16.1 Any relaxation or indulgence granted by us to you, or any delay by us, will not be deemed in any way to be a waiver of or to prejudice our rights under this Agreement.

### 17. RISK.

- 17.1 Risk in the Equipment, consumables and all spare parts and/or consumables will pass to you on delivery to the relevant delivery address.

### 18. PROPERTY.

- 18.1 FP Owned Items remain our property. Notwithstanding delivery of any spare parts and/or consumables to be sold to you hereunder the property in the same will (unless the same are provided free of charge by us) remain with us until receipt by us of payment in full for each such item. Until such receipt by us you will and you will be in any event in respect of FP Owned Items:
  - (a) keep the same in your possession and control separately and clearly identified as our property and in a good state of repair and condition (fair wear and tear only excepted);
  - (b) not sell, assign or let the same or any interest therein;
  - (c) keep the same free from any charge, pledge, lien or other encumbrance and from any distress, execution or other legal process.
- 18.2 If this Agreement is terminated, or your fail to pay any amount on time or an event occurs as referred to in clause 10.1 and/or you fail to pay as referred to in clause 5, then we shall be entitled (without prejudice to any other remedies) to enter your premises and repossess any spare parts and/or consumables for which we have not been paid in full (other than those which are provided free of charge by us).

### 19. FORCE MAJEURE.

- 19.1 We will not be liable for any delay, loss, damage or injury (save for death or personal injury arising out of our negligence) arising out of any cause whatsoever beyond our reasonable control.

### 20. THIRD PARTIES.

- 20.1 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.

### 21. COMPLAINTS PROCEDURE.

- 21.1 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 are 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](mailto:admin@fpmailing.co.uk).

### 22. LAW.

- 22.1 This Agreement will be governed and construed in accordance with the Laws of England and the parties submit to the jurisdiction of the English Courts.