

# Terms and Conditions of Pitney Bowes Purchase Power

## (STDWEB 001 09-20)

### 1 ACCEPTANCE

Pitney Bowes Purchase Power is a Pitney Bowes programme by which you may have the option of paying for Meter Resets and, from time to time, office supplies and other products or services offered by Pitney Bowes by deferred payment. If you use the Account you are agreeing to the conditions of this Agreement which govern how you may use the Account.

### 2 DEFINITIONS

"Account" means your Pitney Bowes Purchase Power Account;

"Purchase Limit" means the maximum debit balance allowed on your Account;

"Data controller, personal data, and processing" are as set out in the Data Protection Legislation in force at the time.

"Data Protection Legislation" means (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (ii) the Data Protection Act 2018

"Due Date" means the date by which payment of the outstanding balance on the statement must be paid by you;

"Late Payments Fees" mean charges payable by you for each time that you pay late on or after due date.

"Meter" means your Pitney Bowes postage meter;

"Outstanding Balance" means the present balance of your Account at the date we send you your Purchase Power<sup>SM</sup> statement;

"Pitney Bowes" means any company within the Pitney Bowes group of companies;

"Purchase Power Meter Reset" means the resetting of your Meter with postage;

"Royal Mail" means the trading name of Royal Mail Group Plc;

"Transaction Fee" charges payable by you for each Purchase Power Meter Reset;

"Us" and "we" means Pitney Bowes Limited;

"You" and "your" means you, the customer, and includes any of your authorised employees.

### 3 USE OF THE ACCOUNT

3.1 You are the only one entitled to use the Account.

3.2 You must pay all charges arising from the use of the Account.

3.3 We may vary your Purchase Limit on giving you notice to that effect.

3.4 You may at any time apply to use to upgrade your account so you can take advantage of our revolving credit facility.

### 4 PAYMENT

4.1 We will set up on your behalf an Account and we will: a) send you monthly statements showing the balance due to be paid to us by you; (b) tell you your credit limit; c) automatically charge to your account either postage alone or postage, consumables, rentals and service charges together with any other charges payable outside of this Agreement.

4.2 We will as long as you are not in breach of the terms of your account or this Agreement, and subject to your credit limit, pay to Royal Mail on your behalf the amounts for which you wish to reset your Meter and charge this amount to your account together with a Transaction Fee at the prevailing rate of which we will notify you from time to time;

4.3 You will have a period of up to 25 days, from the date of your statement which includes the transactions charged to your account, to repay the full Outstanding Balance of the account. The full amount must be paid in a single payment.

4.4 Payments made will first be applied to interest due, second to cover any other charges which we may make under these terms and conditions such as Transaction Fees, and last to cover transactions in the order in which they were debited to your Account.

4.5 Monthly statements will not be sent if there have been no transactions affecting your Account and the outstanding balance is nil.

4.6 If this Agreement is terminated your Purchase Power arrangement will be cancelled automatically. Any amounts due by you to us under the Purchase Power arrangement will become immediately due and payable on cancellation.

### 5 TRANSACTION FEES

In addition to any other fees and charges provided for in this Agreement, you agree to pay a Transaction Fee for transactions in respect of Meter Resets for the use of the Pitney Bowes Purchase Power facility in the amount £7 for Meter Resets up to £100, £8 for Meter Reset values between £101 and £300, £13 for Meter Reset values between £301 and £1300 and 1% of the reset value for reset values over £1300. VAT will be added to all transactions and fees, if applicable, at the rate which applies on the date the payment is due.

### 6 DEFAULT OF PAYMENT AND INTEREST RATE

6.1 We will automatically charge you fees at the prevailing rate (which we will notify to you from time to time) for (a) default letters we send if any payment is overdue; for (b) any Direct Debit that fails to clear your bank account (this is currently £25).

6.2 Where you fail to pay us any Outstanding Balance on its due date we will charge you late payment interest of 19.90% APR and also a Late Payment Fee of £25 each time you pay late. If the amount outstanding on your account exceeds your credit limit, we will charge you an over limit fee of 1% of the amount over your limit (minimum £10, maximum £100).

6.3 We may also close your Account immediately without notice.

6.4 We may vary the interest rate at any time by giving you 30 days notice in writing.

### 7 CLOSING THE ACCOUNT AND ENDING THIS AGREEMENT

7.1 You may close your Account at any time by giving us written notice which notice may take effect immediately.

7.2 We may end this Agreement and close your Account at any time by giving you at least 7 days prior written notice, or immediately in accordance with Clause 6 above.

7.3 Your Account will be closed immediately if any attachment or arrestment is made (in Scotland) against all or part of your assets; or you are unable to pay your debts when they are due or you are declared bankrupt or (in Scotland) become apparently insolvent; or you are trading as a partnership, a petition for compulsory winding-up is presented against your business or you die.

7.4 If your Account is closed by you or use, the outstanding balance on your Account including the amount of any transactions not showing on your latest statement at the date of closure, will be immediately due and payable. Interest at the prevailing rate will be chargeable from the date of closure, before as well as after judgment, until the balance is paid in full.

7.5 You will be liable for any losses, costs or expense incurred by us as a result of your breach of any of the terms and conditions of this Agreement. Closure of your Account will not affect your liability in respect of any payments due under any other agreement you may have with Pitney Bowes.

### 8 TREATMENT OF PURCHASE POWER CREDIT BALANCES

8.1. Where, for any reason, we hold money belonging to you we will note this in our records.

8.2. If your account with us is inactive for 6 months and we hold money belonging to you, we will write to you (at the last known address we hold for you) to inform you and to ask you if you wish us to pay the money back to you.

8.3. If you do not respond to our letter within 30 days of the date of that letter, we will charge you an account administration fee of £10 per month as our fee for continuing to hold and administer money belonging to you. We will deduct this fee from the money we hold. We will continue to deduct this fee monthly until we no longer hold any money belonging to you.

### 9 VARIATION OF CONDITIONS

9.1 We may vary any fees, charges or interest that may be applied by us on default. We can vary such fees, charges or interest without obtaining your consent, especially all the fees mentioned in Clause 4 and 6.

9.2 If we vary this Agreement and the variation is to your disadvantage, we will give you at least 30 days' prior written notice of the variation, except where we have to vary the Agreement more quickly to comply with legislation.

9.3 If you do not accept any such variations to this Agreement you may end this Agreement by repaying the full outstanding balance on your Account and giving us written notice to close your Account.

### 10 GENERAL

10.1 You may not assign or transfer your Account or this Agreement to a third party.

10.2 We may transfer any of our rights or obligations under this Agreement at any time and will notify you in writing should we do so.

10.3 Any relaxation or indulgence which we grant to you is not a waiver of our rights under this Agreement.

### 11 DATA PROTECTION

11.1 You and we will comply with all applicable requirements of Data Protection Legislation. You agree that we will not be processing any personal data on behalf of you as data controller. We will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and business purposes, as further described in our Privacy Statement which is found here: <http://pitneybowes.com/content/pb/uk/en/privacystatement.html>.

11.2 Postage by Phone and Data Capture information may be routinely supplied by us to Royal Mail to provide you with information about Royal Mail products and services. We will use the Postage by Phone and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.

### 12 JURISDICTION

This Agreement is governed by and construed in accordance with Scottish law where you are ordinarily resident in Scotland. In all other cases, this Agreement is governed and construed in accordance with English Law. We all agree to submit to the exclusive jurisdiction of the English Courts.