

# Customer Order & Rental Agreement

3 & 4 Heritage Park  
Hayes Way, Cannock WS11 7LT  
Tel: 08450 530930



## CUSTOMER INFORMATION

Company or Organisation Name:

Equipment Address:

Postcode

Tel No.  Fax No.  Co Reg No.

Contact  Email

## RENTAL INFORMATION

You can rent the Mailcoms Ecomail business franking machine with 5kg postal scales. Rentals will be invoiced quarterly in advance and payment will be taken by Direct Debit.

Standard Rental:	Mailstart with postal scales for only £29.95 + VAT per month for 12 months. Maintenance and Royal Mail tariff updates included.	£89.85 + Vat Per Quarter	Tick <input type="checkbox"/>
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### Further Information:

### Customers Acceptance

- I accept that all information entered on this agreement is true and correct to the best of my knowledge.
- I request that you supply the equipment and provide our service as detailed on this agreement form.
- I agree to the terms and conditions as set out overleaf and further agree to the provision of services set out herein.
- I agree that in the case of a rental agreement the goods do not become our property and we must not sell them.
- I agree to comply with all the terms and conditions as set out in the Royal Mail license agreement. (postal franking equipment only)

Signature

Name

Position

Date

Please print, complete, sign where indicated and fax to 08450 530931 or scan and email to: [info@mailcoms.co.uk](mailto:info@mailcoms.co.uk)

### Instruction to your Bank or Building Society to pay by Direct Debit

Please Fill In The Whole Form and Send it To:  
Mailcoms Ltd - PO Box 4  
Cannock WS12 4GS

Originators Identification  
Number: 689950



Name and full address of your Bank or Building Society branch:

To: The Manager \_\_\_\_\_ Bank  
Address \_\_\_\_\_  
Postcode \_\_\_\_\_

Branch Sort Code:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Reference number (For office use only):

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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#### Instruction to your Bank or Building Society

Please pay Mailcoms Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Mailcoms Ltd and if so, details will be passed electronically to my Bank/Building Society.

Name(s) of Account Holder(s):

Bank or Building Society Account Number:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Signature(s)  \_\_\_\_\_  
Date \_\_\_\_\_

**TERMS AND CONDITIONS** The following terms and conditions shall apply to the service set out in the Customer Rental & Service Agreement:

**1 DEFINITIONS**

- 1.1 "the equipment" shall mean the Postal Franking Equipment
- 1.2 "the company" shall mean Mailcoms Ltd
- 1.3 "POM" shall mean the period of maintenance, which is 9.00am to 5.30pm Monday to Friday excluding Bank Holidays.
- 1.4 "Service" shall mean preventative and remedial maintenance service during the POM including the adjustment, lubrication and replacement of parts deemed to be necessary by the company. For the avoidance of doubt, unless otherwise stated in the maintenance agreement.
- 1.5 "the customer" shall mean the customer specified in the agreement.
- 1.6 "the site" shall mean the premises referred to in the agreement.
- 1.7 "Manufacturer" shall mean the manufacturer or manufacturers of the equipment.

**2 SCOPE OF MAINTENANCE**

- 2.1 The company agrees to provide service when requested by the customer in respect of the equipments at the site or such other site as may be notified in writing by the customer and accepted by the company.
- 2.2 The company will provide service while the equipment is operated in accordance with the companies published specifications and any other specifications (publishes or otherwise) applicable thereto by the manufacturer.
- 2.3 Replacement parts will be furnished on an exchange basis when installed by the company and need not be new parts provided they are equivalent to those presently in performance. Replaced parts will become the property of the company.

**3 ROYAL MAIL REQUIREMENTS**

- 3.1 Mailcoms retains ownership of all franking and date stamping dies and other devices which print the franking impression and Mailcoms 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 Mailcoms 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 Mailcoms and Royal Mail to inspect the equipment.
- 3.5 You must provide Mailcoms with information requested by Royal Mail.
- 3.6 You must notify Mailcoms 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 Mailcoms and Royal Mail's consent.
- 3.8 Mailcoms 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.

**4 TERM**

- 4.1 Subject to the other terms of this agreement, a 12 month agreement continues 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. Early termination will result in a cancellation fee of 90% of the remainder of the 12 months contract.
- 4.2 Subject to the other terms of this agreement, a 36 month agreement continues for 36 months unless either of us terminate it by giving the other written notice. Early termination will result in a cancellation fee of 80% of the remainder of the 36 months contract.
- 4.3 You can terminate this agreement by giving written notice to Mailcoms within 7 days from the start of the agreement, if within that time you (a) return to Mailcoms all franks, dies and the equipment unused and unopened.

**SERVICE LIMITATION**

Service is contingent upon the proper use of the equipment in accordance with the companies published specifications and the manufactures specifications (whether published or not) and does not (for the avoidance of doubt) include any of the following:

- (a) Electrical work external to the equipment or the maintenance of accessories, attachments or other devices not furnished by the company.
- (b) Service deemed to be caused by external items such as computers, software, networks, etc even though they may be connected to the equipment.
- (c) Items such as fax boards, printer boards and any items, which do not form part of the copying function whether or not they are housed within the equipment itself.
- (d) Service necessitated by supply items not furnished by the company
- (e) Assistance with relocation of the equipment.
- (f) Service which is unsafe or impractical for the company to render because of alterations in the equipment or its connection by mechanical or electrical means to non company furnished machines or devices
- (g) Service on the equipment located in an environment considered in the opinion of the company to be unsafe or hazardous.
- (h) Service necessitated by environmental elements external to the equipment.
- (i) Service resulting from accident, neglect, alterations, improper use or misuse of the equipment (particularly franking machine print heads or screens) or necessitated by repairs attempted by non-company personnel.

**6 OBLIGATIONS OF THE CUSTOMER**

- 6.1 Throughout the term(s) of any contract for service, the customer shall maintain site conditions (if any) within specifications provided by the company.
- 6.2 The customer shall allow the company full and free access to the equipment
- 6.3 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 Mailcoms' s order.
- 6.4 You must keep the equipment in good repair and working order. Ownership of the equipment remains with Mailcoms Ltd. You must not charge, sell or part with the equipment. You must not allow anyone else to use it or take possession of it.
- 6.5 You must fully indemnify Mailcoms Ltd against any liability incurred by Mailcoms Ltd to the 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.

**7 CHARGES**

- 7.1 Charges for service shall commence on the date of the company's acceptance of any contract for service and shall continue until the end of the minimum period.
- 7.2 The customer shall upon request by the company submit meter readings for the equipment and the company shall submit invoices for payment by the customer in relation to such meter readings.
- 7.3 For the avoidance of doubt, the failure of the customer to pay any charges when due shall constitute sufficient cause for the company to suspend or terminate any contract for service.
- 7.4 Charges are exclusive of Value added tax and any other taxes and charges, which the company may be, required to pay. These will be added at the time of invoice.

**8 PAYMENT AND CREDIT**

Invoices raised by the company to the customer are due for payment 14 days from the date of the invoice. If the customer fails to make payment when due entirely prejudice to any of the other rights of the company, the customer will in addition pay all costs including reasonable legal fees and a late payment charge of 3% over the Natwest Bank base rate basis, on amounts from time to time outstanding until the date of actual receipt by the company. When payment is made by Direct Debit the customer will be given not less than 14 days notice of their account being debited or as otherwise agreed.

**9 CONFIDENTIAL INFORMATION**

The customer agrees to maintain in confidence and not to disclose, reproduce or copy any materials, documentation or specifications which are provided to the customer hereunder, or which are left by the company on the customer's premises. The customer shall take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations endure beyond termination of the employment with the company.

**10 TERMINATION**

- The company shall have the right without prejudice to any other remedies at any time by giving notice in writing to the customer to terminate this contract forthwith in any one of the following events: -
- 10.1 If the Customer fails to pay any sums on the due date of payment: or
- 10.2 If the Customer commits any other breach of any of the terms and conditions of this contract: or
- 10.3 If the Customer ceases to carry on business or a substantial part of thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation where compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds with its creditors generally or has a receiver or manager appointed over all of its arrears to suffer execution or takes or suffers any similar action consequence or a debt becomes unable to pay its debts as they fall due.

**11 LIMITS OF LIABILITY**

- 11.1 Subject to the provisions where applicable of the Unfair Contract Terms Act 1977, all warranties, conditions, guarantees or representations where express or implied by statue or otherwise, hereby excluded.
- 11.2 If the Company without cause fails to perform the Service the Customer may recover an amount to compensate for any direct physical loss, which is suffered as result of this failure subject to a maximum aggregate liability in any calendar year of the total annual charges paid or payable for the service in question.

**12 MISCELLANEOUS**

- 12.1 The Company reserves the right to charge for postal rate updates or franking machine recrediting if such charges are imposed by either the Royal Mail or the equipment manufacturer.
- 12.2 Where an equipment guarantee is given this only applies to the mechanical functions if covered by a 'Premier' support agreement. It doesn't cover against legislation or price structure changes within the Royal Mail.
- 12.3 The Company follows its own environmental recycling policies and as such some equipment supplied may include some refurbished/remanufactured parts.
- 12.4 This contract is not assignable by the customer without prior written consent of the company. Any such assignment shall be void.
- 12.5 The maintenance agreement and the terms and conditions herein contained can only be modified by a written agreement signed by duly authorised representatives of both parties. The parties hereto agree that the terms, conditions, and prices contained herein will prevail notwithstanding any conflicting or additional terms on any orders or due notifications submitted by the customer.
- 12.6 The invalidity or unenforceability for any reason of any part of these terms and conditions shall not prejudice the continuation in force of the remainder of the terms and conditions.
- 12.7 This Contract shall be deemed to have been made in order and shall be constructed pursuant to the laws of England.
- 12.8 The Customer acknowledges that he has read these terms and conditions and understands and agrees that this Maintenance & Rental Order is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Contract.

This guarantee should be detached and retained by the Payer



**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/Building Society.
- If the amounts to be paid or the payment date changes Mailcoms Ltd will notify you 14 days in advance of your account being debited or as otherwise agreed.
- If an error is made by Mailcoms Ltd or your Bank/Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank/Building Society. Please also send a copy of your letter to us.