

MAILBOX SERVICE AGREEMENT



Security & Convenience Within your Reach

11 Regency Parade, Swiss Cottage, NW3 5EG.

**MAILBOX SERVICE AGREEMENT**

**Customer Information**

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Post Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

**Mailbox Information**

Mailbox Number: \_\_\_\_\_ Mailbox Size: \_\_\_\_\_ Term: \_\_\_\_\_

Please Initial:

\_\_\_\_\_ After expiration of my initial contract, I authorize **London Mailbox and Shipping Ltd:**

To automatically renew my initial contract for the same term at the same price

\_\_\_\_\_ I agree to provide **London Mailbox and Shipping Ltd** with a written notice to change a term of my contract one (1) week prior to expiration of the existing contract (execution of a new Mailbox Service Agreement will be required);

**Terms and Conditions**

## MAILBOX SERVICE AGREEMENT

1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at **London Mailbox and Shipping Ltd** identified above ("Centre") under the terms set forth herein.
2. Customer agrees that the Customer will not use the Centre premises or any Centre Services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by the Royal Mail postal regulations and the English Law.
3. The Mailbox Service provided by the Company will consist of the following services:
  - 3.1 The Centre will provide the Customer with a mailbox address at the premises.
  - 3.2 Where a physical mailbox is requested at the Premises, the Company will provide the Customer with a key to that mailbox for which the Customer will pay a Key Deposit Fee, refundable on return of the key promptly at the end of the Term.
  - 3.3 The Customer may use the Mailbox Service address provided by the Company as the Registered Address at Companies House, provided that the Customer complies with Companies House requirements and pays an annual Registered Company Address Fee for each registered company.
  - 3.4 The Company will receive on the Customer's behalf all pre-paid mail addressed to the Customer's Mailbox address and, where applicable, will deposit the same in the Customer's mailbox.
  - 3.5 The Company will receive on the Customer's behalf items of Special, registered or recorded delivery mail provided that, if the Customer refuses to accept any such item, the Customer will pay any costs or fees associated with its refusal or return.
  - 3.6 The Company will receive items requiring cash on delivery, subject to the Customer making advance arrangements for their receipt and payment is received prior by the Company to the satisfaction of the Company.
  - 3.7 Payment for the selected Mailbox Service term ("the Payment") is payable in full in advance. The Customer may terminate the Mailbox Service at any time. There will be no refunds for early termination by the Customer.
4. The Customer undertakes;
  - 4.1 not to use the Mailbox Service for any purpose which in the Company's considered opinion may be deemed to be illegal or antisocial and if it does so it acknowledges that the Company may report the same to any relevant authority; and
  - 4.2 not to send or deliver or permit to be sent or delivered to the Premises any illegal, defamatory, obscene, dangerous or bulky object or material.
  - 4.3 If the Customer is in breach of condition 4.1 and 4.2 of these Terms and Conditions, then the Company may terminate the Mailbox service with immediate effect. In this instance there will be no refund of the Payment.
  - 4.4 The Customer authorises the Company and any of its representatives to sign at their discretion on the Customer's behalf for any deliveries addressed to the Customer's Mailbox address.
  - 4.5 If the Customer fails to remove any item within one month of notice to that effect being given ("the Notice Date") then the Customer hereby authorises the Company in its absolute discretion, either to destroy such items or to return them either to the Customer at the Customer's last known address or to the sender at any time after the Notice Date without further notice, at the Customer's expense.
  - 4.6 Any person having possession of the Customer's Mailbox key is deemed to be authorised by the Customer and the Company will not be bound to enquire into the authority of such a person. The Company will not be liable for any loss or damage arising in the event that the key is in the possession of an unauthorised person.
  - 4.7 If the Customer loses the key of the mailbox or fails to return it to the Company Premises on termination of this Agreement, the Customer will forfeit the Key Deposit Fee referred to above. The customer will pay a Key Replacement Fee if a new key is required.

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- 4.8 The Customer will indemnify the Company against any expense, liability, loss, claim or proceedings incurred by the Company arising from use by the Customer of the Mailbox Service, except to the extent that the same is caused by the negligence of the Company.
- 4.9 The Customer may check by telephone or email to see if they have any mail. The Company is not obliged to open and read mail or tell who it is from.
5. The Company 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 its control including, but not limited to, any loss, damage, delay or misdelivery on the part of Royal Mail or any other carrier.
6. In order to activate the Mailbox service the Customer is required to provide:
  - 6.1 the full name, address and telephone number of all persons for whom mail is to be received, held or forwarded;
  - 6.2 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;
  - 6.3 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 approved by the Company, including a 'proof of identity with photo' and a 'proof of address.' A full list is held by London Mailbox and Shipping Ltd. The Centre may disclose this information if requested by an appropriate authority or if required for the pursuit of legal action.
  - 6.4 If the Customer fails to produce valid forms of identification within 30 days of the commencement of the Term, the Company may at its sole discretion refuse to accept delivery of items and/or return them to sender.
7. The Company may at its sole discretion refuse to offer the Mailbox Service to a minor.
8. Customer agrees to pay all applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no proration or refunds for cancellation of any service. Customer agrees to pay a late fee of £10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of £15.00.
9. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Royal Mail being also informed.
10. The Company may in its absolute discretion refuse to accept delivery of any item for any reason, including, without limitation, that
  - 10.1 there is no or insufficient prepaid postage; or
  - 10.2 any Payment is outstanding; or
  - 10.3 in the Company's opinion, delivery of the item is in breach of Condition 2; or
  - 10.4 the Customer is using the Mailbox Service for the delivery of unreasonably large items of mail or an unreasonable volume of items of mail; or
  - 10.5 any item received is addressed to an individual or business name not listed as a mailing name within the Agreement; or
  - 10.6 if the Mailbox Service is being used for the storage or delivery of items of value.
11. One (1) month after the expiration, cancellation, or termination of this Agreement, the Center may:
  - 11.1 Refuse any mail or package addressed to Customer and delivered to the Center.
  - 11.2 Destroy any of Customer's mail or packages remaining at the Center at such time. Customer authorises the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's

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true and lawful agent for purposes of any and all re-mailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the English laws and regulations. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

12. The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
13. It is the responsibility of the Customer to notify the Company of any change in address or contact details, or any change to named recipients of post in writing, during the period of the Mailbox Agreement.
14. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorised by Customer to use the Mailbox will be attributed to Customer.
15. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the Royal Mail Service for next day delivery, or (b) five (5) days after placement in the Royal Mail Service by Certified Mail, Return Receipt Requested, postage pre-paid, and addressed to Customer at Customer's address as set forth above in this form, or on the date of actual receipt, whichever is earlier.
16. As Customer's authorised agent for receipt of mail, the Center will accept all mail, including registered, insured, and certified items. Unless prior arrangements have been made, the Center shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up after five (5) days of delivery will be subject to a storage fee of £1.00 per day per package, which must be paid before Customer receives the package.
17. Customer agrees to protect, indemnify, defend, and hold harmless the Center and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the Royal Mail Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Centre's actions or status as Customer's agent with respect to export transactions, or the Centre's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable English laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or any other claim on behalf of Customer, Customer agrees to cooperate fully with the Centre, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.

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- 18. The Customer, it being an individual for personal use or a Limited Company or group of companies, hereby indemnifies the Centre and their respective affiliates, subsidiaries, parent company, franchisees, officers, directors, agents, properties and employees from and against any and all financial liabilities or/and debts incurred by the Customer through Customer’s dealings and business actions where the financial liability/ies and/or debt/s are being demanded by any athrowised body including but not limited to court judgment/s, bailiffs, debt collecting agencies or any other collection agencies.
- 19. The rights and obligations of the Company and the Customer under this Agreement shall be governed and construed in accordance with English law.
- 20. The Customer may not assign any of its rights or benefits hereunder.
- 21. Where the Customer has rented the Mailbox Service and selected to pay in monthly instalments, the Company offers this service through a separate agreement. The Customer approves the Company to take subsequent recurring payments automatically on the same working day each month. The monthly Payment will be taken from the Customer’s selected credit/debit Payment card, registered at the time on the purchase, or any other valid card subsequently provided.
- 22. It is the responsibility of the Customer to provide valid payment card details for the duration of the Mailbox Service. The initial Payment includes fees for the first month’s Mailbox Service and any additional services included within the Mailbox Service, as selected by the Customer. The Company will provide the Customer with notification of the amount of the monthly Payment, to the registered email of the Customer, no less than seven (7) days in advance of the due Payment date.
- 23. Where the Customer selects a recurring agreement to pay monthly, the Customer agrees to an ongoing Contract until cancelled by the Customer or in the case of withdrawal of the product by the Company.
- 24. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED £60.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL:\_\_\_\_\_)
- 25. Customer must use the exact mailing address for the Mailbox without modification. The Royal Mail Service will return mail without a proper address to the sender endorsed “Undeliverable as Addressed.” Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box).
- 26. Upon signing this Agreement, Customer shall provide two (2) forms of valid and current identification, one of which shall include a photograph and one must include Customer’s residential address such as a utility bill. This Agreement may not be amended or modified, except in a writing signed by both parties are subject to change and may vary by location.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR CENTER USE ONLY: Authorized Center Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **DATA PROTECTION ACT**

The Company is obliged to maintain accurate and current details of the Customer as required by relevant UK authorities. These requirements may change from time to time. The Customer will promptly advise any change in details and provide all information reasonably requested and accepts that mail and packages may be withheld and/or inspected at the Company's discretion, pending investigation of information provided.

Under the Money Laundering Regulations 2007 (as updated from time to time) and where applicable the London Local Authorities Act 2007, the Company may be required to verify the identity of the Customer and any additional names associated with the Agreement. This may include checking against electronic and other databases (public or otherwise).

General Data Protection Regulations 2018 (the Act)

1 Any personal information provided by the Customer in connection with the Postbox Service may be used to verify identity. Customer information will be held securely on the Company's systems or premises, in accordance with the Company's Privacy Notice and Policy.

2 Personal information will not be passed to any other party without the Customer's express permission, unless the Company is required to do so by law or regulation.

3 The Company will store the Customer's 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 the Company for the prevention or detection of offences for fraud prevention purposes. The Company 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.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_