

GENERAL Terms and Conditions

1 Introduction

1.1 These general terms and conditions (general terms) explain our duties to you and your duties to us and form part of your agreement with us for each product we agree to provide you with in connection with your account with us.

1.2 Our agreement with you is made up of:

1.2.1 these general terms;

1.2.2 any specific terms and conditions for a product (specific terms);

1.2.3 any terms which set out how items should be presented for that product, including those set out in our product user guides (operational terms);

1.2.4 the terms relating to how you can order and pay for the products (account terms)

1.2.5 our charges for each product (as set out in a price confirmation letter where applicable or in a rate card).

1.3 We will notify you what specific terms and operational terms apply when you open an account (including when you apply for a new product) and we will give you notice of any later changes to these terms.

1.4 In this agreement, we refer to the specific terms, operational terms and account terms together as the additional terms.

1.5 All of our terms are set out in material we publish on our website. You can ask us for printed versions at any time.

1.6 These general terms take priority over any previous agreements or arrangements between us and the agreement makes up the full understanding between us.

1.7 If the additional terms contradict the terms set out in these general terms, the additional terms will apply.

1.8 Writing or written includes communication by email and fax.

1.9 Unless otherwise specified, a reference to a statutory provision is a reference to that provision as amended from time to time (whether before or after the start of our agreement with you).

2 Providing the products

2.1 We will provide you with each product from the date we agree with you.

2.2 We will provide the products on working days only unless by prior written agreement.

2.3 We will receive your items when you give us (and when we sign, if this applies), the relevant documentation described in clause 4.7, or any other document that you need to provide for the products at handover. We will accept the items once we are satisfied that the posting and the documentation that comes with it are accurate and meet this agreement. However, it is always your responsibility (and not ours) to ensure that the documentation meets the requirements of this agreement and relevant law.

2.4 If we have agreed to collect items from you, we will collect each posting from the handover point at the times we have already confirmed with you or your agent, using our standard operating procedures for collections.

2.5 We aim to deliver items we have accepted in line with clause 2.3 within the time given in the additional terms.

2.6 Any responsibility we may have to you for loss or damage starts when we receive your items.

2.7 We may decide not to collect, process or despatch any items if we consider it to be impractical or unreasonable to do so.

2.7.1 our staff's health and safety would be at risk in any way;

2.7.2 the item contains prohibited materials or is prohibited under sanctions laws;

2.7.3 the item contains restricted materials which are not correctly packaged in accordance with the guidance set out on our website (www.p2pmailing.co.uk or any replacement URL);

2.7.4 you do not keep to this agreement.

3 Access to P2P Mailing premises

3.1 Where you or your staff need to access our premises (or any part of them) to hand over items, you must make sure that your staff carry suitable identification with them which they must produce to our staff upon request.

3.2 We will give you or your staff such access to our premises as you need to hand over items in line with this agreement.

3.3 We may refuse your staff admission to our premises, or require your staff to leave our premises, at any time and for any reason.

3.4 While your staff are on our premises, you must ensure that they conform to our codes and regulations, adopt proper standards of behaviour, and co-operate with our employees or agents having security responsibilities.

4 Your duties

4.1 Keeping to these terms you agree to carry out your duties under the agreement.

4.2 Safely entering your premises

4.2.1 You must allow us and each of our employees, contractors, representatives and agents to enter your premises or your agent's premises safely to provide the products.

4.2.2 You agree to pay us for any costs (including legal costs) expenses, claims, losses, damages and awards we have to pay because you have not kept to clause 4.2.1.

4.3 Restricted and Prohibited Materials - You must make sure that you comply with any prohibitions, restrictions or specific requirements in the United Kingdom or the destination country for international deliveries. Restrictions vary from country to country, and can sometimes apply to items which you may think are ordinary. You are responsible for checking whether an item is prohibited or restricted.

4.3.1 You must not post restricted materials unless you comply with the restrictions and specified requirements set out on www.p2pmailing.co.uk (or any replacement URL) or in any applicable specific terms or operational terms applying to such restricted materials.

4.3.2 You must not post prohibited material and you may be liable to prosecution if you do so.

4.3.3 You will indemnify and keep indemnified us, our employees, sub-contractors and agents against any loss or damage suffered or liability incurred as a result of you posting prohibited materials or not complying with the restrictions and/or requirements applying to restricted materials.

4.3.4 If we have reasonable suspicion that an item contains prohibited materials or restricted materials (and does not comply with the relevant restrictions or requirements) we may open that item or delay processing and delivery.

4.3.5 If you post an item containing any prohibited materials or restricted materials (and do not comply with the relevant restrictions or requirements) we may deal with such item in our sole and absolute discretion (without incurring any liability whatsoever to you or your intended recipient) including destroying or otherwise disposing of such item in whole or in part, or returning the relevant item to you. We are entitled to charge you:

- the cost of disposal and/or destruction;
- the standard postage price; and/or
- all other costs reasonably incurred by us.

4.3.6 We may, acting reasonably, add or remove items from the list of prohibited materials and/or restricted materials (and may vary any applicable restrictions) without notice, but will endeavour to make the details of such additions, deletions or variations available on our website. You must check the list of prohibited materials and restricted materials (and any applicable restrictions) prior to posting any item.

4.3.7 You may not send liquids with a volume over one litre to international destinations. If you send liquids over this volume threshold, or other items that are not acceptable for air transport to domestic destinations they will be diverted to road transport and there may be delays in delivery as a result of this. We will not be liable for any such delays.

4.3.8 We will bear no responsibility in the event that you or your agents send prohibited or restricted materials using the wrong product, or the wrong packaging specified in the additional terms for that product.

4.4 Sanctions laws:

4.4.1 You must make sure that any items you wish us to handle and deliver are not prohibited under applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent.

4.4.2 If your items need a licence under applicable sanctions laws it is your responsibility to obtain it and (if we ask for it) you must provide us with acceptable evidence that you have it.

4.4.3 You will indemnify and keep indemnified us, our employees, sub-contractors and agents against any loss or damage suffered or liability incurred as a result of you not complying with sanctions laws.

4.4.4 If we have reasonable suspicion that because of its contents an item does not comply with sanctions laws we may open that item or delay processing and delivery.

4.4.5 If you post an item which does not comply with sanctions laws we may deal with such item in our sole and absolute discretion (without incurring any liability whatsoever to you or your intended recipient) including destroying or otherwise disposing of such item in whole or in part, or returning the relevant item to you. We are entitled to charge you:

- the cost of disposal and/or destruction;
- the standard postage price; and/or
- all other costs reasonably incurred by us.

4.4.6 We will bear no responsibility in the event that you or your agents send an item with the wrong licence required under sanctions laws

5 Charges

5.1 You agree to pay the charges for the products you use in line with this clause.

5.2 We will set up an account with you for products for as long as the agreement lasts, in line with the account terms.

5.3 Unless we require you to pre-pay for the products, we will send you invoices for the products each week and you must pay all invoices in full within 7 days of the date of the invoice, unless we agree otherwise.

5.4 We will send invoices to the address you give us for this purpose.

5.5 If you think we have made an administrative mistake in the amount of an invoice you must, within 7 days of the date of the invoice, notify us, and give us all relevant information to support your claim. If we agree with you, we will make an adjustment to your invoice as necessary.

5.6 Unless otherwise stated, the charges set out in the rate card do not include VAT. You must pay any VAT due on the charges, which will be added to your invoice at the then current rate.

5.7 If you do not pay us (or we have a good reason for believing you will not pay us) in line with clause 5.3, we will be entitled to:

5.7.1 stop carrying out our duties under this agreement without having a responsibility to you, as long as we have first given you reasonable notice that we plan to do so;

5.7.2 charge you daily interest on all amounts you do not pay from the date they are due until we receive the payment in full. The interest will be at a yearly rate equal to 4% above the base lending rate of The Bank of England; and

5.7.3 if you do not pay us for any products in line with this clause 5, in addition to our other rights we can offset any amount we owe you under this agreement against any amounts you owe us. We will offset amounts against the oldest unpaid invoice first.

5.8 If we stop providing the product, we will notify you what you need to do before we can start providing the product again.

5.9 If you do not pay an invoice, we may ask a debt-collection agency to collect the payment on our behalf. If we do this, you must pay us an extra amount. This will not be more than the reasonable costs we have to pay to the agency, who will add the amount to your debt on our behalf. This term applies even if this agreement has ended.

5.10 In establishing a credit account we may conduct a search using credit reference agencies. This may include a credit reference search of Principles and Directors or individuals in the case of Sole Traders or Partnerships. By agreeing to these terms and conditions you agree to these searches being carried out.

6 Your information

6.1 You and we agree to comply with the provisions and obligations imposed by the GDPR and any UK statute which implements any provisions of the same and the Data Protection Principles set out in the GDPR, in processing personal data (as defined in the GDPR) and will indemnify each other in respect of any loss or damage caused by a breach of this clause 6.1. Our full data privacy policy can be found on our website at www.p2pmail.co.uk (or any replacement URL). Further details on our GDPR policy are also contained within our specific product terms.

7 Intellectual property

7.1 You may not use our intellectual property without first getting our permission in writing. Before we withhold or grant this permission, we may set any conditions we feel are necessary.

7.2 We will continue to own any intellectual property in any documents, materials or property we provide you with under this agreement.

7.3 You must not register or try to register in any country any intellectual property rights in our intellectual property or our property or any trademarks, designs, patents, domain names, trading names or business names that are similar to any of the ones we own. You must not use or try to register product and service names, logos, trademarks, designs or domain names if they are in a form which is likely to cause confusion or affect the distinctive character of our intellectual property.

7.4 All rights, titles and interest in our intellectual property belong to us and will always belong to us or any member of our group companies.

7.5 Nothing in this agreement will give you or your agents a right or licence to make any use of our intellectual property. If you wish to use any of our intellectual property you must first seek our consent to which we may attach such conditions as we see fit.

7.6 Irrespective of your compliance with clause 7.5 any goodwill arising from your use of our intellectual property will automatically accrue to us, and you must, at your own expense, sign a confirmatory assignment of such goodwill if we ask you to do so.

8 Confidentiality

8.1 You and we will treat the terms of this agreement as confidential and will not share any of its contents with another person without the other's written consent (except for our own professional advisors or where prompted to do so by law).

9 Subcontractors

9.1 You must make sure your agents and subcontractors keep to the terms of this agreement.

10 Our property

10.1 From time to time we may provide you with items of property. We will provide containers or other equipment under any terms and conditions we think are appropriate.

10.2 The property will continue to belong to us. You or your agent must keep the property in a secure location, in good condition and use it only for the final preparation of the items, and transporting and handing them to us, for us to handle under this agreement. You must not let anyone else use the property.

10.3 We may inspect our property at any time, whether on your premises or those of your agent.

10.4 We may give you notice to return all or any of our property if:

10.4.1 you do not comply with clause 10.2;

10.4.2 we feel you have held the property for longer than is necessary for you to carry out your duties under this agreement.

We may also ask you to return the property at any time and for any reason after giving you at least two weeks' notice.

10.5 You must return any property as soon as possible and in any case within seven days of receiving our written request or the agreement ending. If you do not, you acknowledge that we may charge you for replacing it.

10.6 If for any reason you or your agent do not return any items of property in line with clause 10.4, or any of the items you or your agent return are damaged (not including fair wear and tear), you must pay us the cost (including VAT) of replacing those items with new ones. If we give you an invoice for these costs you must pay that invoice within 14 days of receiving it. You must return all items of damaged property to us.

11 Matters beyond our reasonable control

11.1 Sometimes we may not be able to provide the products because of something beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, or industrial action and the outcomes of it if this prevents us from providing our usual products).

11.2 If this happens, we will not be responsible to you. However, we will try to notify you promptly about any event which affects how we provide the products.

11.3 We will try to continue to carry out our duties without having to run up any extra costs.

11.4 If we are not able to carry out our duties fully for more than four weeks in a row, you can end this agreement by giving us notice.

12 Our responsibility to you

12.1 We will have no liability to you at all other than as expressly set out in this clause 12.

12.2 We will not pay you compensation for loss or damage of any item unless the item was sent using one of our tracked products. Any compensation payable will be outlined in those product terms and conditions,

12.3 We will not be responsible for loss or damage to any items which do not meet the terms of this agreement.

12.4 We will not pay you compensation if items are delivered late unless you have sent the items by a product which specifically includes compensation for delay.

12.5 Regardless of any other term in this agreement, but subject to clause 12.9 of these general terms, our total combined liability to you in relation to any item will not exceed 1% of the total amount you paid for us to provide products in relation to that item in any quarterly period.

12.6 We will make any compensation payments for which we may be liable under our tracked products and as set out in the specific terms by crediting your account with us or, if your account has been closed, by cheque within 30 days of the date when we agree your claim is valid.

12.7 We will not be responsible for any items you despatch under this agreement once we have delivered them to a foreign postal service which delivers items in that country, unless using one of our tracked products.

12.9 We will not be responsible to you in any circumstances for:

12.9.1 loss of profit, loss of business, loss of goodwill or loss of business opportunity; or

12.9.2 any type of special or indirect loss, or loss as a result of something else happening, as a consequence of the loss, damage or delay to your item.

12.10 We will not be responsible for refusing to collect, accept, process or despatch items which do not meet the terms of this agreement.

12.11 We will have no liability in respect of any items which do not comply with the terms of this agreement.

12.12 Each term of this agreement that excludes or limits our responsibility applies separately. If any part is disallowed or is not in force, the other parts will still apply.

13 If you fail to carry out your duties or you breach the agreement

13.1 If we find that you have not carried out any of your duties or you have breached any term of the agreement (including giving us the wrong details about the despatch), we may contact you or your agent to decide what action we will take. We may take any of the following actions:

13.1.1 holding the items until you give us complete and accurate documentation;

13.1.2 reworking the items or returning the items to you for you to rework at your own cost (in each case we may charge you extra amounts to cover our costs) or you can collect them and rework them at your own cost;

13.1.3 delivering the items using the most suitable alternative product, in which case the postage, fees, and conditions of that product will apply;

13.1.4 collecting, accepting or processing your items in full at a later date than the day of the handover;

13.1.5 charging you for any operational and administrative costs, expenses, claims, or any other costs incurred by us as a result of your non-compliance with this agreement and a minimum fixed charge may apply, as notified to you from time to time;

13.1.6 refusing to collect, receive, accept, process or despatch the items;

13.1.7 ceasing to provide the products to you; or

13.1.8 ending this agreement in accordance with clause 14.2.

13.2 If we try to return your items to you in accordance with 13.1.2 and you or your agent refuses to accept any return of the items, we may hold the items for up to 14 days. During this time you or your agent can ask us to return the items to you or your agent and we may charge you a reasonable extra charge for this. If we have not heard from you or your agent within 14 days, we can destroy the items and we may charge you a reasonable extra charge for this. You must pay any extra charges within seven days of receiving a valid invoice from us.

14 Ending or suspending the agreement

14.1 We can end this agreement or stop providing any of the products by giving you at least one month's notice. You can end this agreement by giving us at least one month's notice.

14.2 We can end this agreement or stop providing any of the products immediately if, in our reasonable opinion, you:

- 14.2.1 use any product in a way that breaks any law that applies;
- 14.2.2 use any product fraudulently or in connection with a criminal offence;
- 14.2.3 are in breach of clause 4.3 or 4.4;
- 14.2.4 do anything which damages or may damage our reputation or business or that of our sister or subsidiary companies; or
- 14.2.5 are in breach of clause 7.

14.3 Either of us may end this agreement immediately by giving notice to the other if the other is not complying with any of its responsibilities under this agreement and:

- 14.3.1 it cannot do anything to put the matter right; or
- 14.3.2 it can do something to put the matter right but fails to do so within 14 days of being asked.

14.4 Either of us may end this agreement immediately by giving notice to the other if:

- 14.4.1 the other becomes bankrupt or is not able to pay its debts;
- 14.4.2 the other passes a resolution for winding up its business, or a court makes an order to wind up the business (in either case, other than for the purposes of reorganisation);
- 14.4.3 a receiver, manager or an administrator is appointed over any or all of the assets of the other;
- 14.4.4 the other makes any arrangement with or for the benefit of its creditors; or
- 14.4.5 the other or anyone it employs or for whom it is responsible break any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with this agreement and/or any related products unless the circumstances in clause 14.5 apply.

14.5 Neither of us will be entitled to end this agreement in line with clause 14.4.5 if the breach was by an employee who was not a director or senior officer nor acting with the consent or connivance of a director or senior officer or was by an agent or subcontractor and the other arranges for that person to be removed from all involvement with this agreement and any related products within 30 days of becoming aware of the breach.

14.6 If either of us does not use our rights against the other immediately, we can still do so later. If either of us waives a breach of this agreement by the other, that waiver is limited to that particular breach.

14.7 If either of us ends this agreement, we will keep the rights we have against each other up until the date the agreement ends.

15 Resolving disputes

15.1 We will try to resolve any disputes with you. However, if we cannot agree, either of us can refer the dispute to any recognised dispute resolution service.

16 Notices

16.1 Any notice we ask you to provide under this agreement must be given in writing in English.

16.2 When we need to contact you or send you a notice, we may use your invoice address, email address, or other address that you have provided to us. You must keep your account with us updated with a valid email address.

16.3 Any notice or communication which we send to you (whether by post or by email) may include a link to our website to access further information.

16.4 If you need to send us a notice, you must use either the address on your last invoice or any other address we have given to you for that purpose.

16.5 You must send notices to us either by first-class post, by a signed for service, by courier, by email or by fax. You can also deliver them to us in person.

16.6 Unless clause 16.7 applies, we will class any notice to have been given:

16.6.1 if it was sent by email, fax, or courier or delivered by hand, when received at the place it was sent to (and in the case of a notice sent by email if an out of office message is received the notice is classed as having been received) unless if the time you or we receive the notice is after 5pm on any working day, in which case we will class the notice as having been received at 9am the following working day; or

16.6.2 if it was sent by post or by a signed for service, two working days after the date it was despatched.

16.7 Notices sent by fax or email and for which the sender has received an automatic report or reply that the fax or email was not successful or was undeliverable are classed as having not been received.

17 Changes to this agreement

17.1 We may change the terms of this agreement or introduce new terms for our products by giving notice to you and/or by publishing such changes or new terms on our website.

17.2 We will notify you of a price increase or a change to your agreement which we believe to be significant, at least 30 days before it happens.

17.3 Sometimes we may need to make changes to our charges or the terms and conditions of a product for reasons which are outside our control, or for legal or regulatory reasons. If we need to make changes for these reasons, we will let you know as soon as we can, but we will not have to meet the timescales in clause 17.2.

18 Transferring this agreement

18.1 We may transfer our rights and duties under this agreement or arrange for any other person to carry out our rights and duties under this agreement.

18.2 Unless clause 18.3 applies, you must not transfer any of your rights or duties under this agreement.

18.3 You can use another person to carry out any of your duties as long as you notify us first. You will be responsible to us for any action that person takes.

19 General

19.1 A person who is not involved in this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

19.2 If any court with the correct authority finds any term of the agreement to be invalid, illegal or unenforceable, this will not affect the other terms of this agreement.

19.3 This agreement is governed by English Law.

20 Complaints

20.1 We take any complaint very seriously, and we have procedures in place which will allow us to handle any complaint fairly and quickly. If you want to make a complaint, you can write to us at:

P2P Mailing Customer Services

Dunton Distribution Centre,

Christy Way,

Basildon

SS15 6TR

Alternatively you can email us at clientservices@p2pmail.co.uk

21 Agreement

21.1 We, the customer, have read, accept and agree to keep to these general terms and the other documents referred to in these general terms, which P2P Mailing provides from time to time and which are on P2P Mailing's website at www.p2pmailing.co.uk (or replacement URL)

----- Signed on behalf of -----

----- Position

----- Date

Registered offices and numbers:

P2P Mailing Ltd | Dunton Distribution Centre, Christy Way, Basildon, SS15 6TR,
registered in England Company Registration number: 6777182