

## Mail Forwarding Terms and Conditions

Subject to the **customer** (“**the customer**”) observing the **Terms and Conditions** set out below, we (“**the company**”) agree to provide the mailbox service (“**the mailbox service**”) as ordered and described in the welcome email, to the **customer** for the **term** (“**term**”) purchased as specified in the welcome email, at the **premises** (“**premises**”) specified in the welcome email, upon receipt of payment (“**the payment**”)

“**Customer**” refers to the person, firm, organisation or corporate body purchasing the mailbox service from the **company**.

“**company**” or “**we**” or “**us**” or “**City Address**” refers to The Mailbox Centre Manchester Limited who’s registered office is located at 83 Ducie Street, Manchester, M1 2JQ and who’s company registration number is 12373530 an authorised franchise of The Mailbox Centre Limited

“**service**” or “**mailbox service**” or “**Mail Forwarding Service**” refers to the virtual mailing address services purchased from the **company** as advertised and described on the website [www.cityaddress.co.uk](http://www.cityaddress.co.uk) and described in the welcome email.

“**term**” or “**Period**” means the **period** during which the **company** will provide its service or services to the **customer** which will automatically renew for an equal amount of time unless cancelled in accordance with the provisions set out below

“**premises**” means the physical location either owned, leased to, licensed to or operated by the **company** from which services will be provided to the **customer**.

“**agreement**” refers to the welcome email and/or letter provided to the **customer** by the **company** confirming which services are to be provided subject the **terms** and conditions set out below.

“**deposit**” refers to an amount of money held by the company on behalf of the customer which is used to pay the cost of forwarding items of mail to the customer

“**carrier**” refers to a third-party company who delivers items of mail received at the premises to the customers chosen address for example Royal Mail, FedEx, TNT, DHL, UPS, DPD, Parcel Force

1. The **company** agrees to provide the mail forwarding service to the **customer** as described in the welcome email which shall consist of;
  - a. The **company** will provide to the **customer** a real street address as confirmed in the welcome email to which the **customer** may have their mail delivered to during the **period** of this **agreement** subject to the provisions below.
  - b. The **company** will receive on behalf of the **customer** pre-paid mail addressed to the **customer** at the **premises** and act as a booking / forwarding agent to forward items received on behalf of the **customer** to an alternative address specified by the **customer** using a forwarding method specified by the **customer** at a frequency also specified by the **customer**.
  - c. The **company** when arranging the forwarding of mail on behalf of the customer will use funds deposited by the customer into a customer managed mail deposit account. The amount deducted from the customers deposit account will be equal to the cost of forwarding plus any applicable handling and packaging charges as specified in the company’s rates schedule. The customer understands that where there are insufficient funds within the customers mail deposit the company will not forward the item until the customer deposits sufficient funds.
    - i. The customer understands that where there are insufficient funds to facilitate the forwarding of mail the company will inform the customer via email the customer accepts that any applicable storage charges as specified in the **company rates schedule** shall continue to accrue until such time that sufficient funds are deposited.
    - ii. Where repeated emails have been sent by the **company** informing the **customer** there is insufficient funds and a deposit is still not made the company may use payment details as described in clause 2 below to make a deposit on the **customers** behalf.
  - d. The **customer** grants the **company**, its employees and agents’ permission to accept items of mail on its behalf including items requiring a signature such as recorded delivery, special delivery or courier deliveries. If the **customer** later refuses to accept delivery of these items, the **customer** shall be solely responsible for any costs or fees incurred in returning these items to the sender.
  - e. The **company** may at its sole discretion agree to accept deliveries requiring payment on receipt, this is subject to the **customer** making prior arrangements and prepayment of any applicable fees and charges to the **company’s** satisfaction.
  - f. The **company** agrees to accept reasonably sized parcels and packages subject to any applicable additional fee as specified in the companies published rates schedule.
2. Payment for the service is due in full in advance. Where the **customer** makes payment via credit/debit card details or direct debit details the **customer** in the absence of a cancellation request in accordance with the provisions of this **agreement** authorises the **company** to automatically charge any and all fees payable to this payment method.

- a. Where a payment due to the **company** has not been made on or before the due date, the **company** will send automated reminder emails to the email address provided by the **customer**, where payment has still not been made the **company** may restrict the service provided to the **customer** by preventing mail being forwarded or collected until such time that payment is made
    - i. Where payment is still not forthcoming the **company** may **terminate** this **agreement** with immediate effect. In order to reinstate the service after this point the **customer** must submit a new order online and pay a £10.00 +VAT setup charge.
  - b. The **customer** further understands that it is their sole responsibility to cancel the service in accordance with the provisions of clause 3 when no longer required. Where no cancellation request has been received in accordance with clause 3 below the service will automatically renew for an equal **term** charged against any saved payment details described in clause 2
3. The **customer** may **terminate** this **agreement** at any time by giving no less than 7 days' notice in writing (by email is acceptable). The **customer** understands and accepts that no refund will be given for early **termination**.
  4. The **company** may at its absolute discretion refuse to accept delivery of any item for any reason including but not limited to;
    - a. In the **company's** considered opinion accepting such delivery would constitute a breach of clause 7 below.
    - b. In the **company's** considered opinion, the **customer** is using the mailbox service to receive unreasonably large items or an unreasonably large volume of items.
    - c. In the **company's** considered opinion, the **customer** is using the mailbox service for the receipt and or storage of high value items.
    - d. The **customer** has failed to make any payment due to the **company** whether under this or any other agreement.
  5. If the **customer** breaches any of the **terms** and conditions of this **agreement** the **company** may contact the **customer** and give them opportunity to remedy the breach. Where the **customer** fails to remedy the breach or in the **company's** opinion the breach is of a serious nature the **company** may **terminate** the mailbox service forthwith. Upon **termination** of the mailbox service the **customer** hereby authorises the **company** to either retain or destroy any of mail received on behalf of the **customer** or return them sender or forward them to the **customer's** last known address at the **customer's** own risk and expense. In these circumstances the **customer** understands that no refund will be payable.
  6. Where any payments or sums are outstanding to the **company**, the **company** shall have lien over all uncollected items until such time as payments are made in full.
  7. The **customer** undertakes
    - a. Not to use the mailbox service for any purpose which in the **company's** considered opinion is deemed to be illegal, anti-social or immoral. The **customer** acknowledges the **company** may report such use of our services to the relevant authorities.
    - b. Not to send or permit to be sent or delivered to the **premises** any illegal, defamatory, obscene, dangerous or perishable goods or any bulky objects or materials.
    - c. Not to use the service provided by the **company** in conjunction with any political movement or group without the **company's** prior written consent.
    - d. Not to use the service provided by the **company** in conjunction with any activities which may negatively affect the **company**, its **premises** or other **customers**.
  8. The **customer** understands that a breach of clause 7 above may result in the **company** contacting them **customer** giving opportunity to remedy the breach. Where no such remedy is made or where the breach is in the **company's** opinion of a serious nature the **company** may suspend the mailbox service. Where a service is suspended due to a breach of clause 8 above no refund shall be given.
  9. Should the **premises** become unavailable for any reason including but not limited to closure, fire, flood, natural disaster the **company** will offer the **customer** the option of transferring to an alternative **premise**. The **customer** may refuse this offer in which case the service will end, and the **customer** shall be entitled to a refund of any unused portion of the service.
  10. Upon expiry or **termination** of this **agreement** the **company** will store items already received on behalf of the **customer** for 14 clear days during which time a storage charge of £1.00 per item, per day will be payable. The **customer** agrees to collect said items and pay any applicable storage charges within the 14-day time frame. The **customer** agrees that any item not collected within this time frame will be disposed of as the **company** sees fit.
    - a. It is further understood that upon expiry or **termination** of this **agreement** the **customer** is solely responsible for ensuring any and all use of the address ceases including but not limited removing the address from all printed media, stationary etc

removing the address from online registers, directories, advertisements, web pages etc. Where the **company** observes the address still in use 14 days or more after expiry the **customer** shall pay to the **company** a fee equal to 12 months service.

11. The **customer** will indemnify the **company** against any expenses, liabilities, claims or proceedings incurred as a result of the **customer** use of the mailbox service.
12. The **customer** understands the service provided by the **company** shall not be used for the delivery or storage of any items of value. The **customer** further understands the **company** has no way of knowing the value of an item received and the **company's** liability in relation to loss of or damage to, any item received on the **customers** behalf is limited to £5.00 per claim and in aggregate shall not exceed the total amount paid by the **customer** for the current term.
13. The use of the mailbox service provided by the **company** strictly forbids the use of our address as the registered office of a limited **company** or the service address / official correspondence address of company officers unless the applicable service has been ordered and paid for separately. If the **customer** uses the address as the registered office the **customer** understands that the **company** may:
  - a. Issue an invoice for the applicable service at the full retail price which is subject to change but currently £29.99 for Registered Office and £29.99 for directors' service address plus VAT which will become immediately payable (no discounts or special offer prices will apply).
  - b. Take steps to remove the address from companies' house including but not limited to changing the registered office to an alternative address of the companies choosing or submitting companies house forms RP07 Dispute of Registered Office. Where the **company** undertakes such action an administration charge for £85.00 + VAT will become payable.
14. Parcels, packages, oversized items and bulk deliveries received on behalf of the **customer** will be subject to any applicable handling and/or storage charges as specified in the **company's** rates schedule. The customer understands that should the company be unable to forward such items due to insufficient funds within the customers mail deposit, storage charges shall continue to accrue until such time that enough funds are deposited to enable the forwarding.
15. Where the **customer** uses the mailbox service for the regular receipt of parcels or significant volumes of mail which exceeds the capacity of the **customers** mailbox, the **company** reserves the right to apply a mail handling charge.
16. The **company** shall not be liable for any direct, indirect or consequential losses including but not limited loss of profit, liabilities, costs, claims, demands or expenses arising for the **customers** use of the service.
17. The **customer** understands that when forwarding items on behalf of the **customer**, the **company** is acting as an agent for and on behalf of the **customer**. The **company's** liability for loss, damage or delay of any item forwarded on behalf of the **customer** shall be strictly limited to the handling fee specified in the **rates schedule**.
18. The **company** shall not be responsible for any action or failure of third-party carriers. The **company** may on the request of the **customer** issue a claim against the third-party carrier in line with the carriers own policies and procedures for any loss, damage or delay. The amount of compensation (if any) offered to the **customer** shall be paid by the carrier to the **customer**. The **customer** understands and accepts that the **company** has no control over claims for compensation the decision to award or not award compensation is made exclusively by the carrier in question.
19. Where the **company** acting on behalf of the **customer** forwards an item which is subsequently returned for any reason including but not limited to address inaccessible, no one to accept delivery or incomplete address, it is understood that a refund to the **customers** mail deposit is dependent on the third party carrier making a refund first. It is further understood that should the carrier make a charge for returning the item, the amount charged shall be deducted from the **customers** mail deposit.
20. In order to activate the service, the **company** must be satisfied that the **customers** identity and current home address has been confirmed. The **customer** will be required to provide acceptable documents in order to confirm their full name and home address. The **customer** understands that the **customer** must not use the service until they have provided the required confirmation documents and received their welcome email / confirmation email.
21. It is the sole responsibility of the **customer** to ensure the information on their account is correct and up to date, this includes names, addresses, telephone numbers and email addresses.
22. The **customer** understands that the **company** may open and inspect the contents of any item delivered to the **premises** when in the companies considered opinion doing so is required to ensure the service is being used in strict compliance with these **terms** and conditions or where the item received is either addressed with no name or addressed to an unknown name.
23. The **customer** may cancel this **agreement** and receive a full refund providing a written request to cancel (via email is acceptable) is received within 14 days from the date of order. Where the **customer** requests to cancel within 14 days but has already made use of the service a prorated refund shall be given calculated from the date the request to cancel was received. Any free gifts or free services provided as part of any offer will also be cancelled, where this is not possible because the service or gift has already been used the advertised cost of this will be deducted from any refund.
24. This **agreement** is constituted in accordance with English law whose courts shall have exclusive jurisdiction of any dispute arising from this **agreement**.