

**THIS AGREEMENT is made on the \* \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ between**

**(1) Mail Boxes Etc. of 235 Earls Court Road, London, SW5 9FE and**

**(2) \*Full name \_\_\_\_\_**

**\*Address \_\_\_\_\_**

**\*City/town \_\_\_\_\_ Post code \_\_\_\_\_**

**\*Home phone \_\_\_\_\_ Work phone \_\_\_\_\_**

**\*Mobile phone \_\_\_\_\_ Fax \_\_\_\_\_**

**\*How did you hear about us? \_\_\_\_\_**

**\*Email \_\_\_\_\_**

**BOX £ \_\_\_\_\_ +REG FEE £ \_\_\_\_\_ +DEP-BOX KEY+£ \_\_\_\_\_ +DEP-DOOR KEY£ \_\_\_\_\_**

**+KEYS(REP) \_\_\_\_\_ +XTRAS/MF £ \_\_\_\_\_ +CO REGN £ \_\_\_\_\_ TOTAL £ \_\_\_\_\_**

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

Subject to the customer observing the Terms and Conditions set out below, Mail Boxes Etc. ("the Company") agrees to provide a mail box service ("the Mail Box Service") to the customer ("the Customer") for the term ("the Term") of \_\_\_\_\_ months at the premises ("the Premises") specified above.

1. The Mail Box Service provided by the Company will consist of the following services:

i) The Company will provide the Customer with a mail box at the Premises and a key to that mail box for which the Customer will pay £10, such sum being a registration fee for the service, plus Key Deposits.

ii) The Company will receive on the Customers behalf from the Royal Mail or any statutory or other body authorised from time to time by law to operate a mail delivery service all pre-paid mail addressed to the Customer's mail box and will deposit the same in the Customer's mail box.

iii) The Company will receive on the Customer's behalf items of registered or recorded delivery mail, provided that if the Customer refuses to accept any such items, the Customer will pay any costs or fees associated with its refusal or return.

iv) The Company will receive items requiring cash on delivery, subject to the Customer making advance arrangements for their receipt and payment by the Company to the satisfaction of the Company.

2. Payment for the Mail Box Service ("the Payment") is payable in full in advance. There will be no refunds for cancellation by the Customer of the Mail Box Service or any part of it.

3. The Company may in its absolute discretion refuse to accept delivery of any item for any reason, including, without limitation, that

i) there is no or insufficient prepaid postage; or

ii) any Payment is outstanding; or

iii) if it appears to the Company in its opinion that delivery of the item is in breach of Condition 6 of these Terms and Conditions; or

iv) if the Customer is using the Mail Box Service for the delivery of unreasonably large items of mail or an unreasonable volume of items of mail; or

v) if the Mail Box Service is being used for the storage or delivery of items of value.

If the Company refuses to accept an item from or for a Customer, it will endeavour to inform the Customer at the Customer's last known address of that decision but the Company shall not be responsible for any loss, damage or other consequences to the Customer or any third party.

4. If the Customer fails to make any Payment thirty days after that Payment becomes due or if the Customer breaches any of these Terms and Conditions, the Company shall be entitled at any time thereafter to terminate the Mail Box Service forthwith without prejudice to any right of action or remedy of the Company in respect of any antecedent claim or breach of condition. The Customer following termination hereby authorises the Company at the Company's absolute discretion either to destroy any items of mail addressed to the Customer or any items on the Premises which are the property of the Customer, or to return them to the last known address of the Customer at the Customer's risk. A late fee of £5.00 will be charged if payment is not received within five (5) days of due date.

5. If any Payments or other sums are outstanding to the Company, the Company shall have a lien over all uncollected items until such payments are duly paid.

6. The Customer undertakes

i) not to use the Mail Box Service for any illegal, immoral, obscene or defamatory purpose and if it does so it acknowledges that the Company may report the same to the police or other relevant authority; and

ii) not to send or deliver or cause to permit to be sent or delivered to the Premises any illegal, defamatory, obscene, dangerous or bulky object or material.

7. If the Customer fails to remove any item of Mail within one month after a notice to that effect has been deposited in the Customer's mail box ("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 to the Customer. The Company's costs or expenses incurred in connection with this Condition will be paid by the Customer to the Company in full upon demand.

8. Subject to the provisions of Condition 2 of these Terms and Conditions, the Customer may terminate the Mail Box Service at any time. Upon such termination, the Company will at the direction of the Customer and on advance payment of a deposit of £30 for each period of 30 days, the first period commencing on termination, forward any items of mail addressed to the Customer to the postal address specified by the Customer. This service will be provided subject to these Terms and Conditions and the Customer will pay the Company for this service such charges as appear in the Company's price list current at the time the service is requested.

9. Any person having possession of the Customer's mail box 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 to any Customer for any loss or damage whatsoever and howsoever arising in the event that the key is in fact in the possession of an unauthorised person.

10. If the Customer loses the key of the mail box or fails to return it to the Company on termination of this Agreement, the Customer will pay the sum of £5 for a replacement or forfeit the deposits to the Company.

11. The Customer will indemnify the Company against any expense, liability, loss, claim or proceedings incurred by the Company arising out of or in the course of the use by the Customer of the mail box or items deposited in the mail box, except to the extent that the same is caused by the negligence of the Company.

**12. The Mail Box Service is not to be used for the storage or delivery of items of value. The Company has no knowledge of the value of any item of mail and will not accept notification of value. Accordingly the liability of the Company in respect of any damage or loss of any kind whatsoever is limited to £5 for each claim and in aggregate shall not exceed the amount of the Payment in any Term.**

13. The Company shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, 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 mis-delivery on the part of the Royal Mail or any other body operating a mail delivery service.

14. i) The rights and obligations of the Company and the customer under this Agreement shall be governed and construed in accordance with English law.

ii) The Customer may not assign any of its rights or benefits hereunder.

iii) These Terms and Conditions shall prevail notwithstanding any conflict with the terms and conditions of any order or contract submitted by the Customer in respect of the Mail Box Service or any other services provided by the Company.

**15. The mailing address for the Mail Box Service shall be:**

\* (Additional Names)

\* \_\_\_\_\_(Name)

\_\_\_\_\_(Suite / Apartment / Studio / Unit / Dept. No. etc.)

**235 Earls Court Road, London SW5 9FE**

**Phone: 00 44 (0) 20 7244 1015 Fax: 00 44 (0) 20 7244 1018**

**E-mail: mail@earls court.mbe.uk.com [www.mbelondon.co.uk](http://www.mbelondon.co.uk)**

\* Please complete in capitals

CUSTOMER'S SIGNATURE X \_\_\_\_\_