

Terms & Conditions

1. General

In this agreement we are letting and you are taking on hire the Equipment described overleaf (including each item so described and all renewals and replacements of the Equipment and additions to them) upon the terms and conditions set out in this agreement including those above for the Period of Hire and at the Rentals stated overleaf. Where there are two or more of you, each of you is separately responsible for performing both your own obligations and those of your cosignatories under this agreement. If more than one item of Equipment is let to you under this agreement the rental for each item bears the same relationship to the Rentals shown above as its cash price bears to the total cash price of the Equipment. You acknowledge that you are taking the Equipment on hire for the purposes of a business carried on by you.

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The rental agreement and service agreement, as determined by the parties (Frama UK Ltd and the Hirer), are the terms and conditions of the Frama Lease and Maintenance Agreement (hereinafter referred to as the FLS terms and conditions) and shall apply:

1.1 For leasing by Frama Financing of the Products to the Customer

1.2 For the provision of the services as defined in the offer to the customer and in the corresponding order confirmation.

1.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Frama shall not be liable for any delay in delivery of the Goods that is caused by any event under clause 5 below or the Customer's failure to provide Frama with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

1.4 Delivery of the Goods shall be made to the Customer's address within the UK or such other address within the UK as the Customer shall notify to the Company in writing (Delivery Location) and the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery

2. Your obligations

You shall:

2.1 Make payment

2.1.1 Pay the Rentals specified overleaf punctually at the times shown or at such other times as we may notify to you having regard to your wishes. Time for payment is of the essence and you will repudiate this agreement if you fail to pay all sums when due. Any such payment must include the appropriate amount of any VAT on it and be made without previous demand and to no one but us without our prior written consent. Any payment sent to us by post will be at your risk;

2.1.2 Where you agree to pay us by Direct Debit, we allow you a discount in the payments you make. If you cancel your Direct Debit at any time your Rentals will increase by not more than 5%.

2.2 Use of Equipment

Use the Equipment properly and ensure that it will be safe and without risk to health, and shall not remove or alter, or permit removal or alteration of, identification or registration numbers or marks upon the Equipment, and shall not allow the Equipment to become, in our opinion, in jeopardy;

2.3 Modification of Equipment

Not modify or alter the Equipment, but, if it becomes liable under any statutory enactment to be modified or altered, you shall immediately make such modification or alteration at your own expense;

2.4 Damage, loss and repair

Be responsible for loss of, or damage to, or caused by, the Equipment (including any loss or damage caused by any third party in its execution of portable appliance testing e.g flash testing) and shall replace or repair the Equipment if so required by us;

2.5 Notice of loss

Immediately give notice in writing to us of any material loss of, or damage to, the Equipment;

2.6 Repair and maintenance

2.6.1 Keep the Equipment properly repaired and maintained, but shall not pledge our credit nor permit any lien to be created on it;

2.6.2 Where a postage meter is part of the Equipment it is mandatory for you to allow inspection of the meter by an approved maintainer in accordance with the requirements of the Royal Mail

2.7 Inspection

Allow us access to inspect the Equipment at all reasonable times;

2.8 Branding

If so required, allow us to indicate our ownership on the Equipment;

2.9 Location of Equipment

Keep the Equipment in your sole possession at the Location specified. You must obtain our written consent in advance to any proposed change of the Location of the Equipment;

2.10 No sale etc

Not sell, assign, mortgage, charge or sublet the Equipment or any interest in it or the benefit of this agreement without our prior written consent;

2.11 Insurance

Keep the Equipment insured in its full replacement value with full comprehensive cover with insurers to be approved by us (such approval not to be unreasonably withheld) and with our interest noted on the policy. A copy of this insurance cover must be forwarded to us within 10 working days of the machine being installed. You shall notify us forthwith of any loss of or damage to the Equipment and hold any insurance monies in trust for us. You irrevocably authorise us to collect the insurance monies from the insurers. If a claim is made against the insurers we may, at our discretion, conduct negotiations and effect a settlement with the insurers and you agree to be bound by such settlement. We shall apply the insurance monies, in our discretion, as follows:

2.11.1 in paying any sums you owe us;

2.11.2 in making good the damage;

2.11.3 in replacing the Equipment by other similar equipment to which the terms of this agreement shall apply;

2.11.4 in compensating us for all loss which we suffer, with any deficiency being made up by you upon demand;

2.12 Indemnity against third party claims

As an obligation surviving termination of this agreement, indemnify us in respect of any claims made against us and all damages, costs and expenses

suffered or incurred by us as a result of any third party claim arising out of the state, condition or use of the Equipment or in any way arising out of the Equipment being let under this agreement;

2.13 Pay taxes and outgoing

Keep the Equipment free of all liens and distrains and pay all taxes, outgoing and impositions in respect of the Equipment and their letting under this agreement and the Location, excepting only any taxes on, or assessed by reference to, our profits or any VAT which we are able to reclaim from HM Revenue and Customs.

2.14 Return of Equipment

Return the Equipment to us at your own expense on the expiry or sooner determination of the hiring in a condition consistent with the proper performance of your obligations under this agreement and at such place in the United Kingdom as we shall require.

3. Further stipulations

It is mutually agreed that:

3.1 Inspection by you

3.1.1 You must inspect the Equipment on delivery or installation and unless within 48 hours of installation you give us written notice specifying any defect in, or other proper objection to, the Equipment it shall be conclusively presumed that it is in good condition and repair except for latent defects not apparent on reasonable inspection.

3.1.2 Notwithstanding the above we shall not be liable in contractor tort for any loss, injury or damage (including consequential or financial loss) by reason of, or as a result of, any defects in the Equipment its parts or consumables however caused, except that we do not exclude or restrict our liability for death or personal injury resulting from our negligence including that of our employees in the course of their employment by us.

3.1.3 No one, other than our employees, has any authority to make on our behalf any representation concerning the Equipment or their letting under this agreement

3.1.4 In no circumstances will our liability exceed the total sum of Rentals actually received by us under this agreement.

3.2 Non-payment of insurance premium if you fail:

3.2.1 to insure the Equipment as required under clause 2.11 or fail, at our request, to provide satisfactory evidence of such insurance, we may at our option arrange such insurance at your expense and charge the premium to you, to be payable by you immediately upon demand;

3.2.2 to pay any premiums required to be paid in respect of insurance under clause 2.11 or to pay any sums required to be paid under clause 2.13, we may pay those amounts and you must reimburse us immediately upon demand.

3.3 Late Payment

If any sum payable to us under this Agreement is overdue, you must pay to us on demand (but without prejudice to any other right or remedy which we might have under this Agreement or otherwise):

3.3.1 Interest on sums payable to us under this agreement at the rate of 3% above clearing bank base rate per year on a day-to-day basis from the due date until the date of payment as well after as before judgement, and

3.3.2 Any cost or expense incurred by us in obtaining payment of such arrears.

You are entitled to the benefit of all conditions, warranties or other terms express or implied, relating to the Equipment given by the suppliers or manufacturers of them to us (so far as we are entitled to transfer it), but we do not let the Equipment subject to any condition, warranty or other term express or implied save those implied by Section 7 of the Supply of Goods and Service Act 1982 (relating to our right to transfer possession of the Equipment and your right to quiet possession of them), so that, without prejudice to the generality of the above, there is excluded:

3.4.1 in cases where the Equipment is let by reference to a description, any condition that the Equipment will correspond with the description; or

3.4.2 any condition of satisfactory quality of the Equipment; or

3.4.3 any condition of fitness of the Equipment for any particular purpose; or

3.4.4 where the Equipment is let by reference to a sample, any condition that the bulk will correspond with the sample in quality, that you will have a reasonable opportunity of comparing the bulk with the sample and that the Equipment will be free from any defect rendering it of unsatisfactory quality which would not be apparent on reasonable examination of the sample.

3.5 Default

You will repudiate this agreement if you act in such a way that we reasonably believe that you will not comply with your obligations hereunder, such action including but not limited to:

3.5.1 failure to pay any monies due to us on the date they become due whether demanded or not; or

3.5.2 failure to prevent your assets being seized to satisfy a court judgment or putting the Equipment at risk; or

3.5.3 you suspend, or threaten to suspend, payment of your debts or are, deemed to be, insolvent, bankrupt, unable to pay your debts as they fall due for payment, or you admit your inability to pay your debts OR are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or you enter into any composition or arrangement with your creditors; or, an order is made, a resolution is passed, or a notice is issued convening a meeting for the purpose of passing a resolution, or any analogous proceedings are taken, for your winding-up, administration or dissolution (other than a members' voluntary liquidation solely for the purpose of solvent amalgamation, reconstruction, reorganisation, dissolution, merger or consolidation); or, you are the subject of a bankruptcy petition or order; or any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, you or any part of your business or assets; or, a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of you or your assets and such attachment or process is not discharged within 14 days; or you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business;

3.6 Termination

3.6.1 We may, upon any breach by you of any of the provisions of this agreement, after due notice pursuant to 3.10, terminate this agreement and upon that happening this agreement and the hiring constituted by it shall determine and you shall no longer be in possession of the Equipment with our consent and, subject to our right to take possession of the Equipment and to recover from you our recoverable losses and to any of your pre-existing liabilities to us, neither party shall have rights against the other.

3.6.2 This Agreement commences on the date that the first payment is due and will continue until six months written notice of cancellation is given by the Owner or the Hirer, such notice to expire no earlier than the end of the minimum term (the Initial Period).

3.6.3 If such notice is not received six months prior to the end of the minimum term, this Agreement shall automatically renew for yearly periods (each a Renewal Period) unless either party notifies the other, in writing, at least three months before the end of the Renewal Period.

3.7 Our expenses

Any expense incurred by us in recovering possession of the Equipment on default by you in returning it under clause 2.14 above or in repossessing under clause 3.5 above shall be reimbursed by you to us on demand.

3.8 Equipment to remain personal unencumbered property

As between us and you the Equipment let under this agreement shall remain personal or movable property and shall continue in our ownership notwithstanding that it may have been affixed to any land or building. You are responsible for any damage caused to such land or building by the affixing of the Equipment to, or removal of the Equipment from, it (whether we or you fix or remove them) and you must indemnify us against any claim made in respect of such damage. We may inform the owner of the premises where the Equipment is from time to time located of our ownership of the Equipment.

Without prejudice to the above, if the Equipment or any item of it becomes in law a fixture, you must on our request make with us a joint election in such form as may be prescribed by law or required by us to the effect that the Equipment or the affected item shall be treated as belonging to us for the purpose of any claim for allowances in respect of the cost to us of purchasing the Equipment or the affected item.

3.9 Your liability if this Agreement ends

3.9.1 If we accept your repudiation of this agreement or if we determine this agreement you must immediately pay us:

3.9.1.1 All rentals or other monies that were due to us at the time the agreement determined; and

3.9.1.2 Compensation for the loss of future earnings of a sum equal to all Rentals you would have paid from the date the agreement determined up to the end of the Period of Hire.

3.10 Notices

Any notice served under this agreement is sufficiently served if sent by prepaid letter post to the usual or last known place of business of the addressee, and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.

3.11 Data Protection and Disclosure

3.11.1 Before entering into this agreement we may search your records at credit reference agencies. They will add to their records about you details of our search which will be seen by other organisations making searches. Details about you and your payment record under this agreement will be used to help make credit, credit related and insurance related decisions about you and occasionally for fraud prevention or to trace debtors. We may use a credit scoring or other automated decision-making system. We may monitor and record telephone calls for the purpose of security and training.

3.11.2 You can contact us for details of the credit reference agencies used by us. You have a legal right to these details and can receive a copy of the information held about you on payment of a fee.

3.11.3 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially and other members of your household.

3.11.4 We may give information about you and your payment record under this Agreement to credit reference agencies, debt collecting agents and any proposed assignee, transferee or chargee of this agreement or of our interest in this agreement, their insurers or advisers.

3.11.5 You agree that we may disclose information we hold about you to:

3.11.5.1 other companies in our Group;

3.11.5.2 the Royal Mail - for the purposes of reviewing the conduct of this Agreement for credit assessment, for marketing, for completing current and new business and for administering and servicing this Agreement and to enable us to carry out statistical analysis

3.11.6 You agree that we may also use the information we hold about you to enable us to send to you marketing material about services offered by us and by third parties which we believe may be of interest to you.

3.12 Environmental Impact

As part of our environmental policy it is our aim to optimise the recovery and utilisation of Equipment at end of life, and to this end Equipment supplied, whether newly manufactured or remanufactured, may contain serviceable new or used parts which are warranted equivalent to new.

3.13 Payment Indexation

When the agreement has been in force for one (1) year, Frama UK Limited has the right to adjust the payments to offset the increase in labour costs, cost of materials and production costs on an annual basis. Any such increase in excess of seven and a half percent (7.5%) or, the increase to the CPI whichever is greater, will only be made once 30 days' notice is provided to the Customer.

4 Interpretation

4.10 Headings contained in this agreement are for ease of reference only and do not affect the construction of this Agreement.

4.11 In this Agreement the singular includes the plural and vice versa.

4.12 In this Agreement the terms "Equipment", "Period of Hire" and "Rentals" means the equipment, the period of hire and the rental charges identified in the "Key Financial Information" box overleaf.

4.13 Any reference in this agreement to a statutory provision shall be construed as a reference to that provision as from time to time amended or re-enacted.

4.14 This agreement will be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

5 Force Majeure

5.1 The parties shall not be liable for the non-execution, late execution or partial execution of this agreement caused by force majeure. Force majeure includes, but is not limited to, epidemics, adverse weather conditions, earthquakes, strikes and lockouts, declared or undeclared wars, civil wars, embargoes, riots, rebellions, government decisions, lack of supply sources including energy, breakdowns, blockages, slowdown of computer networks and, in general, any cause beyond the reasonable control of either party.

General Terms and Conditions for the Provision of Service

The Equipment

The items covered by this agreement are shown in the Schedule of Service and Equipment above.

1. Service Level

The selected Frama CareS ServicePlan is attached to this agreement. The Hirer's signature will be deemed to confirm those entitlements have been read and understood.

1.1 Frama CareS Complete - provides telephone support, includes access to the Frama OLS postage service, up to 2 Royal Mail tariff changes per annum and a swap out service should the machine not be able to be repaired remotely.

1.2 Frama CareS Plus - provides telephone support, includes access to the Frama OLS postage service, up to 2 Royal Mail tariff changes per annum and an engineer to attend the customer site to carry out a repair should the machine not be able to be repaired remotely.

2. Support

Frama UK Limited will provide telephone support on weekdays between 09:00 and 17:30, excluding UK public holidays. Where entitlements include on-site (service engineer) support it will be provided on weekdays between 09:00 and 17:00 excluding UK public holidays.

3. Product Replacement

At our discretion, e.g. Equipment failure, we may send a replacement for your Equipment to install, or schedule a service engineer to visit your site. We agree that any replacement Equipment will be at least the same model, or an improved model of the Equipment as set out in the Key Financial Information. We will transfer or arrange for the transfer of all existing data from your faulty Equipment to the replacement Equipment to ensure continuity of service.

4. Hirer's Obligations

No alterations or modifications are permitted unless

- specified within the operating guide included with the equipment.
- only Frama UK Limited personnel or their appointed agents are permitted to undertake repairs to the Equipment listed within the Key Financial Information.
- the Hirer shall take sole responsibility for any damage incurred to the Equipment listed within the Key Financial Information by any third party.

5. Additional Charges

Frama UK Limited may also charge the Hirer for:

- All applicable postal authority tariff changes where they are not included within the associated entitlements of the selected Service Plan.
- On-site support required outside of the standard working hours outlined in clause 4.
- The repair to any defect arising through malicious or willful action, negligence or misuse, or use of consumable parts not supplied by Frama UK Limited.
- Operational adjustment made by the engineer that should otherwise have been made by the operator during normal use of the Equipment.
- The provision of Hirer (operator) training other than that covered on the initial installation of the equipment where included within the associated entitlements of the selected Frama CareS Service Plan.
- All work resulting from the Hirer's failure to adhere to the obligations outlined under section 6.
- Software updates at the prevailing rate.
- Any consumable parts used or required during a breakdown or service visit that are not included within the associated entitlements of the selected FramaCareS Service Plan.
- Formal decommissioning and re-licensing (company/address amendment) of licensed Equipment in accordance with the relevant postal authority requirements.
- Connection to the Frama OLS servers to add postage funds to the Hirer's account if not included within the associated entitlements of the selected FramaCareS Service Plan.
- Any fault relating to the PSD (Postal Security Device)
- For Equipment where the cycles exceed the lifetime volume (entitled Cycles Per Month multiplied by 72), or that is over six years old, Frama UK Limited may submit an estimate to the Hirer for the cost of reconditioning. If the Hirer does not accept the estimated cost then Frama UK Limited may remove the Equipment from the schedule; this will be confirmed in writing.
- A re-connection fee is payable by the customer, who is the new owner of the machine, following transfer of ownership or change of address and/or company name.

5.1 Payment Indexation

When the service agreement has been in force for one (1) year, Frama UK Limited has the right to adjust the payments to offset the increase in labour costs, cost of materials and production costs on an annual basis. Any such increase in excess of seven and a half percent (7.5%) or, the increase to the CPI whichever is greater, will only be made once 30 days' notice is provided to the Customer.

6. Non Payment

Frama UK Limited is not obliged to provide any service under the Agreement while any amount owed by the Hirer to Frama UK Limited remains outstanding beyond the due date of payment. All support provided during this period will be on a time & materials chargeable basis.

7. Data

Hirer's data will not be passed to any third party with the exception of authorised sub contractors appointed to fulfil the entitlements within this Agreement.

8. Liability

In no event shall Frama UK Limited be liable to the Hirer or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with this Agreement.

9. Partial Invalidity

The illegality of enforceability of any provision of these terms and conditions shall not affect the legality or enforceability of the remaining provisions.

10. Variation

Frama UK Limited reserves the right to sub contract in whole or in part the services provided under this Agreement. The terms of this Agreement cannot be varied unless expressly agreed in writing and approved by an authorised representative of Frama UK Limited and the Hirer.

11. Equipment Specific Terms

Postal Franking Equipment

In accordance with section 89 of the Postal Services Act 2000 the Hirer will comply with the requirements of the Royal Mail Scheme for Franking Letters & Parcels 2014

- Postal Franking Equipment (non Mailmark)

The Hirer will ensure the device is connected to the data centre at least once per month via LAN connection.

- Postal Franking Equipment (Mailmark)

High volume (over 1000 items per day): the Hirer will ensure the Equipment is connected daily to the data centre via LAN connection. Low volume (under 1000 items per day) the Hirer will ensure the Equipment is connected at least once a week to the data centre via a LAN connection

12. Royal Mail Franking Scheme

In accordance with the Royal Mail Franking scheme Royal Mail may instruct the franking machine manufacturer on Royal Mail's behalf to deduct the value of any underpayment surcharge and/or service surcharge from the customer's FO2 account, further details can be found at www.royalmail.com/business/system/files/Royal-Mail-Franking-Scheme-September-2017.pdf

13. Data Security and Data Protection Policy

By entering into this agreement you are agreeing to the terms of the Frama UK Data Processing Agreement & Frama UK's Data Privacy Notice. All Frama UK Data Protection policies can be found at <https://www.frama.com/en-gb/privacy-policy/>

Frama Online Re-crediting Terms and Conditions (OLS)

1. Reservation

The company shall not be obliged to allow re-crediting in the re-crediting request until and unless sufficient funds enabling the company to do so are received in cleared funds from the customer or, in respect of Frama remote services fee only, the person who is identified by the company as the distributor of the machine to the customer. It shall be deemed that no fund of any charge is received by the company until the expiry seven (7) business days if the customer chooses to make payment of any charge by Direct Debit. The company shall not be liable for not performing its own obligations for the reason not receiving the customer's payment regardless of whether this is due to its own fault.

The company reserves the right to cease to provide the services to the customer if the customer breaches any condition of the licence or approval granted to it by Royal Mail; or a withdrawal, suspension or cancellation by the Royal Mail of the licence or approval granted to it from time to time.

The company collects information on postage usage and related information when the machine is connected to Frama Online2. The company reserves the right to pass this data on to Royal Mail and other third parties.