



TERMS & CONDITIONS

1. INTERPRETATION

1.1 The Following Definitions and Rules of Interpretation Apply in These Conditions.

1.2. Definitions:

Address

20-22 Wenlock Road, London N1 7GU.

Business Day

a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date

has the meaning given in clause 2.1.

Conditions

these terms and conditions as amended from time to time in accordance with clause 14.

Contract

the contract between Money Penny and the Customer for the supply of Services in accordance with these Conditions.

Customer

the person, company or organisation who purchases the Mail Forwarding Services from Money Penny.

Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other European Union legislation relating to personal data and all other legislation and statutory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Money Penny

Callitech Limited trading as Money Penny registered in England and Wales with company number 03894972 whose registered office is at Money Penny, Western Gateway, Wrexham, Wales LL13 7ZB.

Services

the Mail Forwarding services supplied by Money Penny to the Customer.

1.3. Interpretation:

1.4. A reference to a statute or statutory provision is a

reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.5. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6. A reference to **writing** or **written** includes fax and email.

2. SCOPE OF CONDITIONS

2.1. The commencement of the provision of the Services by Money Penny (including provision during any trial period) constitutes an offer by Money Penny to supply the Services to the Customer in accordance with these Conditions, and the Customer agreeing to use the Services constitutes acceptance of these Conditions (**Commencement Date**).

2.2. 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.

3. USE OF THE ADDRESS

3.1. Money Penny offer only a business correspondence address for receiving and forwarding mail. The Customer must not imply that you have a physical presence at the Address.

3.2. If a Customer's client or supplier visits the Address, we will inform them that it is not their trading address. Customers may not use our Address for immoral or illegal purposes, according to the laws of the England and Wales.

4. MAIL HANDLING

4.1. Money Penny will handle mail delivered to the Customer at the Address in accordance with instructions received from the Customer during the sign-up process.

4.2. Money Penny will use reasonable endeavours to filter out any 'junk mail' including, but not limited to, mass mail drops, promotional materials and catalogues and return these to sender.

4.3. Money Penny considers magazine subscriptions to be junk mail and is not part of the **Mail Forwarding Service**.

4.4. If the Customer exceeds their mail allowance during

the month,

4.4.1. Money Penny reserves the right to increase the Customer's plan to the next appropriate level the following month; or

4.4.2. charge the Customer for the additional volume of mail received as per Money Penny's current price list.

4.5. No warranties are given regarding the availability of Money Penny staff or representatives to be available to sign for or forward mail delivered to the Address outside of Business Days.

4.6. In the event that mail delivered at the Address marked in a way that Money Penny is unable to ascertain from the outside packaging who the addressee is, Money Penny reserves the right to open such mail to determine for whom it is intended.

Collection

4.7. Mail may be available for collection from the Address by prior written agreement with Money Penny. Items for collection must take place on a Business Day between 9:00a.m. – 5:00p.m.

4.8. The Customer must confirm the name of the individual who is collecting mail from the Address on their behalf and the individual must present proof of identity to Money Penny.

4.9. Any mail being held at the Address for collection by the Customer will be held for a maximum of 30 days after which it will be returned to sender.

Physical Forwarding

4.10. Mail delivered at the Address for the Customer will be re-enveloped and forwarded by the same class post as it was received by Money Penny (i.e. if the mail was sent first class, it will be forwarded first class), to the address specified by the Customer.

Digital Forwarding

4.11. If the digital forwarding service is chosen by the Customer, the Customer acknowledges that in selecting this service they give Money Penny express authority to open all mail received at the Address for the Customer, scan its contents and email the same to the Customer at an email address specified by the Customer.

4.12. Money Penny accepts no liability for any issues which may arise as a result of the scanned letters being intercepted by malicious online activity.

4.13. Any mail which contains a cheque, bank card, court document, or any other item of mail which Money Penny

deems to be of value, will be forwarded to the Customer by special delivery.

5. PARCELS AND SPECIAL DELIVERY ITEMS

5.1. Parcels received at the Address are not included within a Customer's mail forwarding plan.

5.2. A parcel is defined as any item weighing over 1kg. Money Penny will not accept any items weighing more than 10kg or larger than 60cm x 60cm in dimension. Money Penny does not have the storage facilities to store large parcels at the Address for Customers.

5.3. Depending on the size and weight of a parcel Money Penny will typically send these items out by Royal Mail special delivery or courier service. Money Penny will do its best to ensure that parcels are handled with care, however no guarantees or compensation will be offered for fragile items, such as glass, which may be damaged in transit.

5.4. Any mail received at the Address for a Customer which has to be signed for, will be forwarded on by special delivery or a courier of Money Penny's choice.

5.5. Items sent by courier will not be left with a neighbour if they cannot be delivered to the specified Address. The Customer must make arrangements with the courier directly to arrange redelivery or collection of their item.

5.6. Money Penny will not be responsible for completing any waybills on Customers behalf for alternative couriers.

5.7. The postage for any items to be sent out by courier or special delivery, weighing over 1kg must be paid for in advance. Money Penny will email the Customer when such a parcel arrives to request payment. Upon receipt of payment, the item will be sent out.

5.8. Money Penny will not be held liable for loss of parcels sent out from the Address. Money Penny do not insure outgoing parcels, however it is highly recommended that the Customer opts to add on insurance which Money Penny offers before the item is posted. We highly recommend taking out this insurance if your items are of value. The cost of insurance is 2% of the product value with a minimum of £20.

6. RETURNED PARCELS

6.1. If the courier is unable to deliver a parcel, they will leave you a card with details on where you can collect your parcel and for how long they will hold the item.



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6.2. In the event of failure by the Customer to collect the item within their specified time period, the parcel will be returned to the Address. The charge for this return will be applied to the Customer's account. Money Penny will require payment of this charge by the Customer before it can be arranged to have the item resent (at the standard cost).

7. IDENTITY REQUIREMENTS

7.1. Money Penny's Mail Forwarding Services are subject to client identification legislation including The London Local Authorities Act and Know Your Client rules. Money Penny follows an Anti-Money Laundering Policy which applies to all Customers.

7.2. Prior to the Commencement Date, Customers must provide proof of identification and proof of address documents. A list of accepted documents will be provided by Money Penny. Documents must be certified by a solicitor, accountant, post office, local council, doctor, minister of religion or notary (accompanied by a relevant stamp). Customers in countries outside of the EU will need to provide documents notarised by a Public Notary.

7.3. ID must be received by Money Penny within 10 days of the initial payment. Failure to provide the required documents in the allotted time will result in the termination of your account.

7.4. A Customer's account will not be active until your ID has been received and accepted by Money Penny. Mail Forwarding Services will not commence until Money Penny has confirmed that your account has been activated.

7.5. Any mail received before the account has been activated cannot be processed and will have to be returned to sender.

8. DURATION AND TERMINATION

8.1. The Contract shall commence on the Commencement Date and shall continue for a minimum term of 6 months, until either party gives to the other party 1 months' written notice to terminate.

8.2. Without prejudice to any other rights or remedies which the parties may have, Money Penny may terminate the Contract without liability to the other immediately on giving notice to the other if:

8.2.1. the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing

to make such payment; or

8.2.2. the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.

9. CHARGES AND PAYMENT

9.1. Unless otherwise agreed in writing by Money Penny all sums due to Money Penny under the Contract, shall be payable within 7 days of receipt of Money Penny's invoice.

9.2. All invoices submitted by Money Penny shall be treated as agreed unless the Customer notifies Money Penny of any discrepancies within 7 days of the date of the invoice.

9.3. All charges under the Contract shall be subject to VAT at the prevailing rate.

9.4. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Money Penny on the due date, Money Penny may:

9.4.1. charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of RBS plc, accruing on a daily basis and compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. Money Penny may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

9.4.2. suspend all Mail Forwarding Services until payment has been made in full.

10. DATA PROTECTION

10.1. Money Penny will comply with all applicable requirements of the Data Protection Legislation.

10.2. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Money Penny in connection with the Mail Forwarding Services.

11. LIABILITY

11.1. This clause 11 sets out the entire financial liability of Money Penny (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

11.1.1. any breach of the Contract including any deliberate personal repudiatory breach or any deliberate

breach of the Contract by Money Penny, or its employees, agents or subcontractors; or

11.1.2. any use made by the Customer of the Mail Forwarding Services; and

11.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

11.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3. Nothing in these Conditions limits or excludes the liability of Money Penny:

11.3.1. for death or personal injury resulting from negligence; or

11.3.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Money Penny.

11.4. Subject to clauses 11.2 and 11.3, Money Penny shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of information or any special, indirect, consequential or economic loss, costs, damages, charges or expenses.

11.5. Money Penny's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to an amount equal to the aggregate of the invoices for the Mail Forwarding Services used by the Customer over the previous 12 months.

12. ASSIGNMENT

Money Penny may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

13. ENTIRE AGREEMENT

13.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies

in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.3. Nothing in this clause shall limit or exclude any liability for fraud.

14. VARIATION

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17. NOTICES

17.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified by the relevant party.

17.2. Any notice or other communication shall be



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deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18. THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. GOVERNING LAW AND JURISDICTION

19.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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moneypenny.co.uk

Callitech Limited trading as Moneypenny.

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