



South Kensington

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Tel: 020 7584 8648

Mayfair

2 Lansdowne Row
London W1J 6HL
FAX 0207 493 4935

e-mail: mayfair@citiboxcentre.com

Tel: 0207 543 7700

APPLICATION FORM

Mr./ Mrs./ Ms/ Miss/ Dr/ Other _____	Daytime tel. _____
Forename _____	Other tel. _____
Surname _____	Fax _____
Company / Other _____	Email _____
Address _____	Please indicate your preferred CITIBOX location: _____
_____	Kensington _____ Mayfair _____
_____ Postcode _____	

Please provide the following services: [please tick as appropriate]

Option 1: Mailbox Only _____	Option 4: Mailbox + 24 Hour Voicemail _____
Option 2: 24 Hour Voicemail Only _____	Option 5: Mailbox + Live Answering Service _____
Option 3: Live Answering Service Only _____	Option 6: Live Answering + Email _____

For a period of: [please tick as appropriate]

3 months _____

6 months _____

1 year _____

2 years _____

In addition, please provide:

Forwarding service *£3.00 per forwarding +postage

I have read and agree to the Terms and Conditions overleaf

IDENTIFICATION

Please produce a
Photocopy of:
Passport/Drivers Licence &
Utility Bill

For Companies:
Certificate of Incorporations

Signed _____ Date _____

TERMS AND CONDITIONS OF THE AGREEMENT

1. (a) In these terms and conditions, "the Company" means Citibox Business Centres Ltd "the Customer" means the company, firm or individual referred to as such in the application form annexed; "the Citibox" shall mean each mail collection box at the Company's address shown on the application form ("the premises") having the particular number designated to the Customer and allocated for the customer's exclusive use under this Agreement and "Citibox Number" shall be construed accordingly; "Rent" shall mean such specific fee prescribed by the Company from time to time exclusive of value added tax payable by the Customer to the Company in advance for the exclusive use of the Citibox; "Mail" shall mean letter, package, parcel or other object to be received or dispatched by post or electronic means to or from the Citibox.

(b) The following rules of interpretation shall (unless expressly stated otherwise) apply to these Terms and Conditions: references to paragraph numbers shall mean the paragraphs in these Terms and Conditions; any word denoting the single shall include the plural and vice versa; reference to one gender shall include the other genders; any word denoting a person shall also include a corporation, company, firm or other association.
2. Subject to the Customer observing these Terms and Conditions and to full payment in advance of the charge; the Company agrees to receive on the Customer's behalf from the Post Office or any statutory or other body authorised by law to operate a mail delivery service, all pre-paid Mail and to deposit the same in the Citibox having the Citibox Number indicated on the Mail. The Company reserves the right in its absolute discretion to refuse to accept delivery of Mail for any reason whatsoever including (without prejudice to the foregoing)
 - (a) that there is no or insufficient prepaid postage;
 - (b) if the Rent is in arrears or unpaid or
 - (c) if the Company is unable to deposit the Mail in the Customer's Citibox owing to lack of space or
 - (d) if it appears to the Company in its opinion that the Mail contains or comprises of some dangerous, noxious or illegal matter or is of any nature or condition similar to any of those described in paragraph 6. If the Company refuses to accept Mail from or for a Customer it shall endeavour to inform the Customer at his 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 arising there from.
3. The Company shall permit the Customer or his representative or agent to enter the Premises and to collect his mail during the advertised opening hours of the Citibox Branch. It is expressly agreed between the parties that any person having possession of the Customer's Citibox key is deemed to be authorised by the Customer to enter and collect the Mail on behalf of the Customer and the Company shall not under any circumstances be obligated to enquire whether such person has been authorised by the Customer. The Company shall 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.
4. (a) The Company shall not be responsible for the safekeeping of items deposited in the Citibox nor shall it affect any insurance in respect thereof whether such items are in the Citibox or whether the Company, pursuant to paragraph 5, has removed them. Accordingly the Company shall not be liable for any loss, damage or destruction whatsoever to property in the Citibox or retained or sent to the Customer whether or not such loss, damage or destruction is due to any act or omission of any nature whatsoever of the Company, its employees or its agents, tenants, contractors, invites, licensees or of any other person.

(b) The Customer shall indemnify the Company against any expense, liability, loss, claim or proceedings arising out of or in the course of the use by the Customer of the Citibox or items deposited in the Citibox except to the extent that the same may be caused by the negligence of the Company.
5. If any Mail addressed to the Customer shall be delivered to the Premises, the Company shall bear no responsibility for its safekeeping, either to the sender or to the Customer, and if the Customer fails to remove such Mail within one month after a notice to that effect has been deposited in his Citibox or posted by 1st class post to the Customer at his address shown in the application form annexed, ("the Notice Date") then the Company is hereby irrevocably authorised by the Customer to open and sell the same and to retain from the proceeds of sale sufficient monies to satisfy any arrears of Rent and the Company's costs and expenses; alternatively, the Company may in its absolute discretion return such Mail to the sender at any time after the Notice Date without notice to the Customer. The Company's costs or expenses incurred in connection with this paragraph shall be paid by the Customer to the Company in full upon demand.
6. The Customer agrees and undertakes with the Company not to send or deliver or cause or permit to be sent or delivered to the Premises any noxious, harmful, deleterious, dangerous or bulky object or thing or any illegal, defamatory, immoral or obscene material, substance or matter and shall not use the Citibox or the Premises, directly or indirectly, for any illegal, immoral, defamatory, or obscene purpose. In the event that the Customer is in breach of any part of this paragraph, the Company shall (without prejudice to any other right) be entitled to act in the manner described in paragraphs 2 or 5 or to dispose of or deal with such Mail or other object in such manner as it shall think fit (including reporting the matter to the police or other appropriate authorities).

7. The customer shall, in the case of an individual produce by way of identification, the original, photocopy or faxed copy of any two of the following:
 - (a) passport,
 - (b) driving licence,
 - (c) credit card,
 - (d) store card,
 - (e) recent utility bill; and in the case of a company or corporation a copy of its certificate of incorporation or foreign equivalent.
8. If the customer shall fail to comply with clause 7 hereof or if the charge or any part thereof shall remain unpaid for seven days after becoming due (whether formally demanded or not). The Company reserves the right to renew the service by charging the customers debit / credit card for the last rental period contract taken out. Should the Customer not want the service anymore, the Company will refund all money's owed to the Customer or if the Customer shall fail to observe or perform any of these Terms and Conditions the Company shall be entitled at any time thereafter on giving written notice to the Customer to terminate this agreement forthwith without prejudice to any right of action or remedy of the Company in respect of any antecedent claim or breach of condition, and without prejudice to its lien and power of sale referred to herein.
9. This Agreement is subject to written notice of termination to be given by either party and to expire one month after notice has been given in accordance with paragraph 13. If the Customer fails to pay the Charge to the Company within 7 days of such payment becoming due, whether formally demanded or not, the Customer hereby gives authority and power to the Company to retain any Mail addressed to the Customer until payment is made in full to the Company, and the parties agree that the Company will have a general lien on all Mail (and the contents thereof) or other objects or property of the customer that may be in the Company's possession or on the Premises (including the contents of the Customer's Citibox) at any time for such sums as are owed by the Customer to the Company on any account whatsoever. Alternatively, the Company may in its absolute discretion return the Mail, which is the subject of its lien, to the Customer at his address shown on the Application form.
10. In the event that the Company performs extra services for the Customer at the Customer's request, such services shall be provided on these Terms and Conditions and subject to such extra charges as shall appear in the Company's price list current at the time at which such services are requested, or as otherwise agreed between the parties in writing.
11. The Company shall be entitled to increase the Charge at any time and may alter the basis on which the Rent is calculated, on giving the Customer not less than one calendar month notice of such increase. If the Customer is unwilling to accept such increased charge he may terminate this agreement upon receipt of written notice by the Company. Failing the giving of such notice of early termination within seven days of receipt of the notice of increase the Customer shall be bound to pay such increased Charges and may only terminate in accordance with paragraph 8.
12. The Citibox and its key shall be delivered up to the Company by noon on the day of termination of the rental in as good a state of repair and condition as they were at the commencement of the Agreement (subject only to fair wear and tear).
13. If the Customer shall lose the key of the Citibox or shall fail to return it to the Company on termination of the Agreement he shall forfeit a fine for the equivalent of £250 and pay any expenses over and above the amount of the fine incurred by the Company in forcing open the Citibox, repairing any damage thereby caused and supplying a new lock and key if necessary.
14. Any notice required to be given hereunder shall be in writing and shall be sent by registered post in the case of the Company to the address set out in the application form and in the case of the Customer by 1st class post to the address set out in the application form or (at the Company's option) by deposit in the Customer's Citibox.
15. (a) The rights and obligations of the Company and the Customer under this agreement shall be governed by and construed in accordance with English law.

(b) The Customer may not assign any of its rights or benefits hereunder or share the use of the Citibox with any third party and in the case of a Corporate customer with any other company irrespective of whether the same shall be a subsidiary, parent or associated company unless otherwise agreed in writing by the Company.

(c) These Terms and Conditions and the application for annexed constitute the whole Agreement between the Company and the Customer relating to the rental of a Citibox and supersedes any prior agreement, understanding, statement or proposal.

(d) No person other than a director of the Company or some person officially authorised to do so by a director has any authority to commit the Company to any amendment herewith or to any amendment or supplement of or to this Agreement after the date hereof.

(e) 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 rental of the Citibox.