# **Digital Postage Meter License Application**



I hereby apply to use a DPM. In return for granting of the license, I agree to abide by the conditions of use of DPMs which are set out overleaf. I further agree to New Zealand Post Limited undertaking whatever checks it considers necessary to establish my credit-worthiness.

## to establish my credit-worthiness. 1. Complete this form, along with the Credit Application and Direct Debit forms (available from your DPM supplier). **Applicants Details** 2. Return these to your DPM supplier for scanning and forwarding to NZ Post. Applicant's Name 3. NZ Post will then advise your supplier when the application has been $\,$ accepted and they will notify you. **Full Postage Address** This process should take no more than 2 working days. Street number and name **RC Code** If you have an existing credit account with NZ Post please show your customer Building name Suburb or RD 1 1 Has your company had either a DPM or an Yes No Automatic Stamping Machine (ASM) before? Postcode Town/City Full Postage Address where DPM is meant to be used (Equipment Location) Suburb or RD Street number and name Building name Town/City Post Code Applicant's signature Applicant's Name Contact Name Email Expected Annual Use (\$) Credit Application attached? What type of connection is available? Yes No ADSL Conventional/Analog **Description of Digital Postage Meter Licensed -** Supplier agent to complete Supplier Agent Address Brand/Make Town/City Machine/Meter Number Model Signed on behalf of customer Supplier TPID Disposal/Trade-in details - Complete if a DPM or ASM has been recently disposed of or traded-in Make & Model Resetting Office (If credit locking) Have you previously advised NZ Post of disposal/Trade in? Yes No Credit Check/Authority - NZ Post Use Only Authorising Officer Signature Application Outcome Approved Declined Χ Responsible PBU Initial Meter Reading Machine Equipment ID Contract Number Location

**Applying for your DPM License** 

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## **Licence to use Digital Postage Meters (DPMs)**

#### LICENCE

1. (a) NZ Post hereby grants the Licensee the non-transferable, non-exclusive, royalty-free, revocable and limited right to use the DPM at the Equipment Location to apply postage to its own (but not any third party's) postal items for the Term, subject to the terms and conditions of this agreement. This licence is subject to and conditional upon the Licensee being notified by NZ Post that it is a deferred payment account.

(b) This licence incorporates the Credit Application form and NZ Post's terms and conditions for Business Customers (as described on the NZ Post website at nzpost.co.nz).

#### **DPM STANDARDS**

2. The DPM must meet the current NZ Post standards for DPMs and be supplied by an approved NZ Post supplier.

## LIABILITY OF LICENCEE

- 3. (a) The Licensee shall be liable for all postage recorded on the DPM during the Term.
- (b) The Licensee shall pay for all charges incurred by NZ Post in respect of any action taken to enforce the conditions of this licence.

#### **NEW ZEALAND POST LIABILITY LIMITED**

4. This licence does not relate to the supply, ownership or possession of a DPM. NZ Post may not be a party to the supply arrangements between a Licensee and a supplier of digital postage meters and therefore (to the maximum extent permitted by law) accepts no liability whatsoever arising out of or in connection with any arrangement (or lack of arrangement) between the Licensee and any such supplier. In addition, NZ Post makes no representation or warranty in relation to any supplier of digital postage meters, the DPM itself, connected services or any part of the relationship between the Licensee and any supplier of digital postage meters. The Licensee acknowledges that it enters into any arrangement with a supplier of digital postage meters solely in reliance on its own judgement.

## **END OF LICENCE**

5. (a) If the Licensee wishes to discontinue using the DPM for the purposes of this licence, the Licensee must give notice to NZ Post either in writing or by email and state their customer number and address where the DPM is used.
(b) The Licence will end when:

(i) the Licensee has breached any of the conditions of this licence; (ii) the DPM proves to be mechanically unsatisfactory or defective; (iii) the DPM is improperly used:

(iv) the DPM is in NZ Post's or its agent's possession; (v) the DIE number is removed:

(vi) seven days have expired following the giving of notice by the Licensee under clause 5(a):

(vii) NZ Post gives the Licensee 14 days prior written notice of termination of this licence; or

(viii) the Licensee breaches any term or condition of their status as a deferred payment account customer.

## PAYMENT OF POSTAGE

6. The Licensee will conform with the terms and conditions listed on the reverse side of the Credit Application. Where the Licensee is not a current deferred payment account customer, the application will be dependant on meeting NZ Post's credit requirements for a deferred account.

## REFUNDS

- 7. NZ Post may refund the Licensee for impressions made using a DPM and pursuant to this licence, subject to the following:
- 8. (a) Envelopes, labels and wrappers on which impressions made by the DPM are recorded may be submitted at any time to a NZ Post acceptance point with a completed Credit Claim form AR051C.
- (b) Each original, whole stamp impression measuring not less than 90 mm x 140 mm in size (with or without the rest of the postal item) must be submitted;
- (c) The verified total amount of the claim for refund will be deducted from any outstanding debt by way of a Credit Note and will appear on the Licensee's next monthly Statement of Account.
- (d) Deduction of a handling fee of 5% of the refund calculated by NZ Post

## **CHANGE OF ADDRESS**

9. If the DPM is to be used at a different address to the Equipment Location, approval in writing must be obtained from NZ Post prior to the removal of the DPM. NZ Post may impose such conditions to the removal as it deems necessary in the circumstances.

#### **DIES & INKS**

10. (a) Ink must be non-fluorescent blue, and of quality and kind approved by NZ Post.

(b) All dies contained in a DPM and used or to be used for the purposes of this licence remain the property of NZ Post.

#### **IMPRESSIONS**

11. (a) Stamp impressions must be distinct and free from overlapping.
Articles bearing indistinct impressions may be treated as shortpaid.
(b) Impressions must be made in one of the following ways:
(i) on the upper right-hand corner of the postal item; or
(II) on a slip of gummed paper attached to the upper right-hand corner of the postal item. In this case, only the minimum number of slips required to make up the postage for the postal item is allowed.

#### **SLOGANS**

12. NZ Post may require the Licensee to discontinue the use of any slogans either to which objection is taken or which NZ Post considers (in its sole discretion) may: be misleading: be offensive; contain a political message or could be associated with a political cause or leader; infringe any copyright or other intellectual property right(s); be defamatory; or infringe any law.

#### POSTING

13. The Licensee shall conform to the current standards for lodgement of mail, as listed at the NZ Post Website. NZ Post may change these from time to time at 30 days written notice.

## **COLLECTION AND USE OF INFORMATION**

14. During the term of this Licence NZ Post may collect information and data regarding your use of the DPM. The information may be obtained from you and the supplier of the DPM or generated by NZ Post when you use the DPM. NZ Post may hold the information and share it to the extent appropriate with NZ Post employees, contractors and agents and with credit reference and debt collection agencies.

## **FAULTS, DEFECTIVE MECHANISMS AND REPAIRS**

15. When any defect in the working of the DPM is noticed, the Licensee must immediately contact their service supplier.

## **EXAMINATION BY NZ POST**

The Licensee shall allow NZ Post or its appointed agent to examine the DPM without prior notice during normal business hours.

## ALTERATION OF CONDITIONS OF LICENCE

 The conditions of this licence may be altered or added to by NZ Post upon giving 30 days written notice of any such alteration to the licence.

## CORRESPONDENCE

17. Correspondence should be addressed to: ASM Co-ordinator New Zealand Post Limited PO Box 38817 Wellington Mail Centre Lower Hutt 5045 or asm@nzpost.co.nz

## DEFINITIONS

18. "Credit Application form" means the form entitled "Application for Credit" (AR4A) available from NZ Post, its agents, or NZ Post stores; "DPM" means the digital postage meter described overleaf; "Direct Debit form" means the direct debit form available from NZ Post, its agents or NZ Post stores; "Licensee" means the applicant described overleaf; "NZ Post" means New Zealand Post Limited, and its group of companies; and "Term" means the term of this Agreement, commencing on date.

 NZ Post notifies the Licensee that it accepts this application, any Credit Application (if required by NZ Post) and the Direct Debit form.