

Registered Office (UK) LTD

# TERMS OF BUSINESS

Updated 23.05.2018

## Introduction

Thank you for your interest in our service. By agreeing to these terms of business (terms and conditions) and signing up as a Client, you agree to be legally bound by these Terms and Conditions, including those terms and conditions incorporated by reference.

Please read these terms carefully. If you do not accept these Terms and Conditions stated here without modification, you may not use the services.

Registered Office (UK) Ltd (The Company), trading as The London Office, The Registered Office, The Edinburgh Office, The Dublin Office, The Manchester Office and The Office Support may revise these Terms and Conditions at any time by updating this page. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. In these Terms and Conditions, "The Registered Office (UK) Ltd, and all services related to it, including text, images, photographs, user interface, "look" and "feel", data and other content included in it from time to time (including, without limitation, the selection, coordination and arrangement of such content) are referred to as the "Web Site" or "Service".

### **YOUR ATTENTION IS DRAWN SPECIFICALLY TO CLAUSE NINE - LIMITATION OF LIABILITY**

## Terms of Use (Terms and Conditions)

### 1. Information About Us

1.1 1 Company Information. Registered Office (UK) Ltd (Registered in England - Company Number 09347868)

1.2 Address. 85 Great Portland Street, First Floor, London, W1W 7LT

### 1.3 Our Websites:

- [theregisteredoffice.com](http://theregisteredoffice.com)
- [thelondonoffice.com](http://thelondonoffice.com)
- [theedinburghoffice.com](http://theedinburghoffice.com)
- [theoffice.support](http://theoffice.support)

## 2. The Agreement

2.1 You confirm that you have written authority to bind any business or company on whose behalf you act to use our service.

2.2 This agreement and our privacy policy constitutes the entire agreement between us and supersedes any previous agreement both written and spoken.

### **3. Our Service**

3.1 Registered Office Address. Our address (when ordered and paid for) maybe used as your companies official address (registered office address) with Companies House. Mail received (Official mail) addressed to the company will be forwarded to you free from charge. Official mail includes (and limited to) mail from Companies House, HM Revenue & Customs, Government Gateway, HM Courts & Tribunals Service and the Intellectual Property Service.

3.2 Director Service Address. Our address (when ordered and paid for) maybe used as the director service address for the directors of a Ltd company when a registered office address is also ordered. Mail received (official mail) addressed to the directors will be forwarded free from charge. Official mail includes (and limited to) mail from Companies House, HM Revenue & Customs, Government Gateway, HM Courts & Tribunals Service and the Intellectual Property Service.

3.3 Virtual Business Address. Our address maybe used as a virtual business address (when ordered and paid for) for your company. Our address can be used on your website and stationary as your business correspondent address for the sole purpose of receiving and forwarding mail.

3.4 Telephone Answering Service. We will provide you with a London (0207) or Edinburgh (0131) phone number which you can use as your business phone number or divert calls to. Calls will be answered by our staff in your company name with messages being sent to you via email. Calls will be answered Monday thru Friday 8.30am to 5.30pm.

3.5 Free mail forwarding. When a service ordered includes the free mail forwarding of official mail we will by default open, scan and email your mail to you. Should you require a hard copy of any item of official mail you will need to request this via email or through your admin control panel.

3.6 Mail forwarding of business mail. Business mail will be forwarded to you (to the address provided on your initial order unless changed) weekly. Mail forwarding is charged at cost of post plus £0.20p per item of mail. Mail classed above a "Large Letter" by Royal Mail will be handled by us as a parcel. A postal deposit will be required to cover all mail forwarding. Mail will not be forwarded if a deposit has not been provided or has insufficient funds to cover costs.

3.7 Parcels. Parcels are accepted within our business mail service to a maximum of 1 per day and must be addressed to the business name. Parcels will be forwarded weekly and charged at cost of post plus an equal amount as a handling fee.

#### **4. How our address may be used.**

4.1 Registered Office Address (when ordered).

4.2 Director Service Address (when ordered).

4.3 Virtual Business Address (when ordered).

#### **5. How our address may not be used.**

5.1 Immoral or Illegal Use. You may NOT use our address for any Immoral or Illegal purposes. If we suspect this is happening your account will be suspended pending further investigation or terminated.

5.2 Personal Mail. Our address may NOT be used for any personal mail.

5.3 Vehicle Registration. Our address may NOT be used to register a vehicle with DVLA. All mail from DVLA will be returned to sender without notification.

5.4 Physical Address. You may NOT imply that you have a physical presence at our address. We reserve the right to advise any visitors to our office (s) that you have a virtual business address only.

5.5 Business Categories. We reserve the right to disallow categories of business as we see fit.

#### **6. Fee, Payments, Refunds, postal deposit and Renewals**

6.1 Fees. Fees are payable in advance annually or monthly (where applicable and as indicated on your order).

6.2 Payments. Payments can be made by debit or credit card using our online payment service or by BASs (BACs payments must be in GBP only).

6.3 Refunds. Refunds when applicable will be sent within 30 days. No refunds for any reason will be considered for any paid periods unless requested within 14 days from date of order.

Refunds will all be subject to a £10 or 10% fee whichever is greater.

6.4 Postal Deposit. A postal deposit of £20 for UK forwarding or £50 for overseas forwarding is required and will be used to forward your mail and any handling fee payable.

6.5 Renewals. A renewal notice will be sent out via email 30 days (7 days on monthly packages) prior to the date of renewal. If we do not receive confirmation of your intention to renew by the renewal date the service will stop without further notice. Mail will be returned to sender and calls will not be answered. You agree to take full responsibility to renew your service with us.

## **7. Proof of ID and Address**

7.1 To comply with Anti-Money Laundering (AML) regulations and 'Know Your Customer' (KYC) requirements we need to obtain proof of ID and proof of address documents for all customers who use our address and phone services.

7.2 Proof of ID accepted. Passport, Driving licence (photocard only, no paper UK driving licences can be accepted), National identity card, HM Forces identity card, Student Card (must be current), Employment identification card, Disabled drivers blue pass.

7.3 Proof of Address accepted. Telephone Bill – excluding mobile Bill, Gas, Water, Electricity Bill, Mortgage statement, Council tax bill, Bank statement, credit card statement, TV licence.

7.4 Proof of ID and Address must be received within 7 days from date of order. Failure to do so will cause your account to be suspended. Mail will be returned to sender and phones calls unanswered until proof of ID and address has been received and accepted.

## **8. Cancellation of service**

8.1 Cancellation by you. If you are not completely satisfied with our services in any shape or form, you can cancel (in writing) this agreement within 14 days from the date of order if our address has not been used for any reason. If you do not cancel within 14 days, the service will continue to operate until such time the service expires.

8.2 Cancellation by us. We reserve the right to cancel the service for any of the following reasons. Non-payment, suspected use of our address for Immoral or Illegal activity, Use of our address to register a vehicle with DVLA, using our address for personal mail, or anything we consider is a miss-use of our service.

8.3 Bailiffs and Debt Collectors. We reserve the right to cancel the service you have with us if a bailiff or debt collector visits our premises. We further reserve the right to pass on your details to a bailiff or debt collector should this occur.

## **9. Compensation, Indemnity, and Limitations of Liability**

9.1 Compensation. Due to the type of services we provide any compensation claim shall be limited in total to one month's service fee. We cannot accept any compensation claim that is the result of consequential loss to your business.

9.2 Indemnity. By accepting these terms you fully agree to indemnify us from any such claim. You also fully agree to indemnify us from any claim arising from whatever reason, from a third party, and that any such claims will be handled solely and completely between yourself and the third party. In the event that the third party fails to deliver on a particular service we will not be liable, nor applicable to any form of refunds or compensation claims related to the service.

9.3 Limitations of Liability. We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for, any loss of profits, sales, business, or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated saving, loss of goodwill or any indirect or consequential loss.

## **10. Communication and Contact Information**

10.1 Communication. When we refer to "in Writing", this includes e-mail.

10.2 Contact Information. It is your responsibility to update all contact information using your admin control panel. Failure to keep all contact information (including mailing address, email address and telephone number) up to date can result in the suspension of your service.

## **11. Other Terms**

11.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions.

11.2 You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing.

11.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties Act) 1999.

11.4 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

11.5 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.6 We shall use all reasonable endeavours to treat your confidential information as confidential.

11.7 Nothing in these Terms and Conditions shall be deemed to establish any partnership or agency relationship between the parties.

11.8 The headings of these Terms shall not affect interpretation.

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

11.10 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

11.11 Change of address. We reserve the right with 14 days written notice to change, amend or close any location (office or address). An alternative address will be offered. Should you choose not to use the newly offered or amended address you will not be entitled to a full or partial refund.

11.12 Notice of Disclosure. All mail items received and business information acquired is treated as commercially confidential and will not be disclosed to anyone outside our company or partner companies we use in the provision of your service. We reserve the right, however, to provide information to the police or other investigative bodies where it is our belief that our services are being or have been used for criminal or fraudulent purposes.

You should print a copy of these "Terms of Business" or save them to your computer for future reference.

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