

TERMS & CONDITIONS (Terms of Business)

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

Please read these terms carefully. If you do not accept the 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 Edinburgh Office, The Ipswich Office, The Manchester Office, The Cambridge Office, The Gibraltar 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 them 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 "Website" or "Service".

In these Terms and Conditions, any mention of "we" or "us" refers to the Registered Office (UK) Ltd.

YOUR ATTENTION IS DRAWN SPECIFICALLY TO CLAUSE 9 - LIMITATION OF LIABILITY

1. Information About Us

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
- thelondonoffice.com
- theedinburghoffice.com
- theipswichoffice.com
- 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 company's official address (Registered Office Address) with Companies House. Mail received (Official mail) addressed to the company will be forwarded to you free of charge. Official mail includes (and limited to) mail from Companies House, HM Revenue & Customs, HM Courts & Tribunals Service and the Intellectual Property Service.

3.2 Director Service Address. Our address (when ordered and paid for) may be 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, HM Courts & Tribunals Service and the Intellectual Property Service.

The price is £12.00 when bought together with a Registered Office Address or £20.00 when added after two weeks.

3.3 Virtual Business Address. Our address may be used as a virtual business address (when ordered and paid for) for your company. Our address can be used on your website and stationery 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 (0203) 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 to Friday, 9:00am to 5.30pm.

If we discover or suspect that our services are being used for inappropriate, illegal, unethical or immoral purposes (including cold calling), your services will be immediately suspended pending further investigation.

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 within 1 month of the original upload through your admin control panel.

All originals will be sent within 2 weeks from the request date.

If a hard copy has not been requested within 1 month of delivery, mail will be disposed of via a confidential waste service.

International mail is sent twice a week.

3.6 Virtual Business Address. We offer free scanning of your business mail. You can change your preferences through your online control panel or by sending us an email. When unscannable items are received, they will be automatically forwarded.

When business mail is scanned and you require a hard copy you will need to request this within 1 month of the original upload through your admin control panel.

All originals will be sent within 2 weeks from the request date.

If a hard copy has not been requested within 1 month of delivery, mail will be disposed of via a confidential waste service.

International mail is sent twice a week.

Cheques, bank cards and PINs are sent via tracked and signed if possible (some countries allow signed or tracked only).

When only official mail is included in your service (Registered Office package) and business mail is received, we will request for you to add an additional service of Virtual Business Address or we will return the mail after 7 days.

Regardless of whether you choose scan and email or not, magazines will be automatically forwarded.

Mail forwarding of business mail. Business mail will be forwarded to you (to the address provided on your initial order unless changed) daily. Mail forwarding is charged at cost of post plus £0.20p per item of mail. 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 Mail collection. We offer free official and business mail collection from our offices in London W1W, London WC2, Edinburgh EH3 and Ipswich IP1 only.

Mail must be collected within 1 month from receiving the notification. Mail not collected within 1 month, will be forwarded.

3.8 Parcels. Parcels are accepted within our business mail service at London W1W, London WC2, Edinburgh EH3 and Ipswich IP1 locations only. Parcels are NOT accepted at 63-66 Hatton Garden (London) or 101 Rose Street South Lane (Edinburgh).

- All parcels must be addressed to the business name.
- Maximum of 1-2 parcels per month - maximum 2kg / standard shoebox size (approx. 35cm x 25cm x 13cm).
- You can arrange a courier to drop off or pick up your parcel, or we can forward it to you same day (shoebox size max, up to 2kg).

Regular parcels handling fees:

- Collection £5.
- Forwarding £5 each + postal charges.

Parcels larger than a standard shoebox size will not be accepted.

Should a large parcel be delivered, we'll charge a £10 handling fee per parcel and offer a collection.

Parcels delivered to London W1W, London WC2 and Ipswich IP1, can be arranged for collection from our Ipswich Head Office (Princes Street, IP1).

Parcels delivered to Edinburgh EH3 office, can be arrange for collection from that location.

Parcels not collected within 1 month will be destroyed.

- Goods are not insured whilst on our premises.
- No regular returns accepted.

3.9 Opening of Mail or Parcels. We will not normally open client's mail or parcels unless requested to do so. However, we reserve the right to open and inspect any mail received here if we deem it necessary (for example, but not limited to: suspicion of prohibited items, to identify who the item belongs to, if our address is being used without our permission, an item arrives damaged and need re-packing, etc.). We also reserve the right to return, report to the authorities, act upon or otherwise dispose of mail. If you use our address for any service, you agree to this.

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. Our address may NOT be used 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 DVLA. Our address may NOT be used with DVLA (for example, but not limited to vehicle registration or driving licence). All mail from DVLA will be returned to sender.

5.4 Vehicle Penalties. Our address may NOT be used for receiving penalties or fines relating to vehicles, including but not limited to speeding fines, penalty charge notices and parking charge notices.

5.5 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.

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

5.7 Google. 'Google My Business' does not allow the addresses of mail receiving agencies to be used as a business address. Our addresses may NOT be used as your 'Google My Business' address.

6. Fee, Payments, Refunds, Postal Deposit & Renewals

6.1 Fees. Fees are payable in advance.

6.2 Payments. Payments can be made by debit or credit card using our online payment service or by BACS (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.

All Refunds will be subject to a £10.00 or 10% fee - whichever is greater.

No refunds are available if the order included Free Limited Company Formation and company was successfully incorporated by us..

6.4 Transferring of services. Our services are sold per company. Service can be cancelled by account holder at any point, however any remaining service for that company cannot be transferred to a new company.

6.5 Postal Deposit. A postal deposit of £20.00 for UK forwarding or £50.00 for overseas forwarding is required and will be used to forward your mail and any handling fees payable.

When your postal deposit drops below £5.00 (for UK forwarding) or below £7 (for overseas forwarding), we will ask for you to top it up. If not received and your balance goes below £2 (for UK forwarding) and below £5 (for overseas forwarding) your account will be on hold.

When on Hold Deposit and business mail is received, it will be held for a maximum of 2 weeks. If top up is not received within 2 weeks, mail will be returned to sender.

Some services require a postal deposit that is automatically added to new orders. If you decide to not the pay postal deposit as required, you will be automatically assigned to scan and upload of your business mail. All non-scannable items require top-up of postal deposit. If not received within 2 weeks, non-scannable item will be returned to sender.

6.6 Renewals. A renewal notice will be sent out via email 30 days 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 after 7 days and calls will not be answered.

You agree to take full responsibility to renew your service with us.

The Registered Office (UK) Ltd. reserves the right to refuse a renewal of any service for any reason.

7. Proof of ID & Address

7.1 To comply with Anti-Money Laundering (AML) regulations and 'Know Your Customer' (KYC) requirements we need to obtain proof of identification and proof of residential address documents for all account holders 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. We require proof of residential address which must be dated within the last 3 months. Documents accepted: telephone bill, mobile bill, utility bill, mortgage statement, council tax bill, bank statement or credit card statement. If a client's address has changed, it is the client's responsibility to update their account with their new proof of address.

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. We will send you a final email asking you to upload your ID and proof of address. If not received within 7 days, mail will be returned to sender and phone 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 for any reason, 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 suspend and/or cancel any service with immediate effect for any reason, including (but not limited to): 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, inappropriate conduct (see 8.5) or anything we consider a misuse of our service.

8.3 Consequence of cancellation by us. Whereby services are suspended and/or cancelled by Registered Office (UK) Ltd before the end of an agreed term for any reason, we shall have no obligation to refund you for services already paid for, other services or any other loss or expense incurred.

8.4 Appropriate conduct. Clients who visit our offices (to collect mail, for example) or speak to us on the telephone are required to conduct themselves courteously and appropriately at all times and to comply with Registered Office (UK) Ltd procedures and/or requests with regard to conduct and respect for other clients, the property of Registered Office (UK) Ltd, its employees and their health and safety.

8.5 Inappropriate conduct. Conduct that we reasonably consider inappropriate or unacceptable, whether in person or on the telephone, includes (but is not limited to) creating an inappropriate level of noise and/or any behaviour which other clients or members of staff may find intimidating, harmful, disruptive or offensive in any way. We reserve the right to suspend and/or cancel any service with immediate effect due to anything we consider inappropriate conduct.

8.6 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.

8.7 Disputed address on Companies House. It is client's responsibility to update Companies House with the right address.

Once the service is cancelled and our address is still used on Companies House within the next month, we will take actions to remove the address as per Companies House procedures. Clients are notified.

All mail received is returned to sender.

9. Compensation, Indemnity & Limitations of Liability

9.1 Compensation. Due to the type of services we provide, any compensation claim shall be limited in total to 1 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. If the third party fails to deliver on a 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 & 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.

10.3 Mailing Address. It is your responsibility to ensure your mailing address is complete and wholly correct. You can login to your account at any time to view and/or edit your mailing address.

We are not liable for forwarding mail of any kind to an address provided by you that has been entered incorrectly.

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.

12. Intellectual Property

12.1 The copyright on this website belongs to Registered Office (UK) Ltd. All other intellectual property rights are reserved. All contents of this website are the copyrighted property of Registered Office (UK) Ltd and are protected by English and international copyright laws. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Registered Office (UK) Ltd without our prior express written consent.

12.2 All copyright, trademarks and all other intellectual property rights in the website and its content (including without limitation the website design, structure, layout, text, graphics and all software and source codes connected with the website) are owned by or licensed to Registered Office (UK) Ltd or otherwise used by Registered Office (UK) Ltd as permitted by law.

12.3 All content on all websites owned by Registered Office (UK) Ltd is copyrighted and remains the property of Registered Office (UK) Ltd. No part of any of our websites, including images, text, source code, logos or other trademarked material may not be reproduced without written permission. Reproduction of any content taken from any of our websites shall be punishable under UK copyright law.

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

Updated 09.04.2021