

Terms and Conditions for the Supply of Goods and Services

West One Business Services Limited

1. General Website Usage

- 1.1. Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern WestOne Business Services Limited's relationship with you in relation to this website.
- 1.2. The term "WestOne Business Services Limited" or "us" or "we" refers to the owner of the website whose registered office is **Unit 36, 88-90 Hatton Garden, London, EC1N 8PN**. Our company registration number is 6435428, registered in England. The term "you", "your" or "yours" refers to the user or viewer of our website.
- 1.3. The use of this website is subject to the following terms of use:
 - 1.3.1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
 - 1.3.2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
 - 1.3.3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
 - 1.3.4. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
 - 1.3.5. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
 - 1.3.6. Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
 - 1.3.7. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
 - 1.3.8. You may not create a link to this website from another website or document without WestOne Business Services Limited's prior written consent.
 - 1.3.9. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.
 - 1.3.10. We reserve the right to change the terms and conditions as listed without notice.

2. Ordering and Pricing

- 2.1. Orders placed via the website are judged to be an offer of purchase by you for the stated services. All orders are subject to acceptance by ourselves and we reserve the right to refuse orders that do not comply with our terms and conditions.
- 2.2. You are responsible for checking the order placed and to ensure that you understand the choice you have made. It may not be possible to alter orders once they have been accepted. Please contact us if you have any queries concerning the order you are placing.
- 2.3. Prices for all services are displayed on the website. We reserve the right to change these prices from time to time. Prices for company formation may alter following price changes enforced by Companies House. By placing an order, you agree to pay the price advertised on the website. Payment for all services ordered on the website shall be made in advance of the provision of services. Payment on account is subject to satisfactory checks and is entirely at our discretion.
- 2.4. All prices displayed exclude VAT. The total price for services will show the VAT at the checkout before confirming your order.

3. Services

- 3.1. We provide services outlined accepting that you have given us the correct instruction and are authorised by law to make such a request for services from us either for yourself or on behalf of a party.
- 3.2. *Company formation*
 - 3.2.1. Company formation services consist of individual services and packages as listed in the *company formations* page. Changes to the standard Memorandum and Articles of Association are subject to an additional charge.
 - 3.2.2. We do not make any guarantees concerning the availability of company names and we do not accept any liability for the name you have chosen for your company in terms of intellectual property rights.
 - 3.2.3. We are not obliged to provide a refund for company related services (including dormant companies) where orders have been accepted and processing has commenced. Refunds are given entirely at our discretion and may be subject to reduction as a result of third party fees incurred. Once a company formation has been submitted to Companies House for approval, it is not possible to stop the incorporation process.
 - 3.2.4. Incorporation applications that are rejected by Companies House may require additional information. You will have 5 working days to provide this information and the incorporation will be submitted to Companies House without additional charges. Failure to provide the required additional information will result in your order being cancelled.
- 3.3. *Dormant companies*
 - 3.3.1. We reserve the right to remove our services at any time should it be discovered that a company is being used for illegal purposes. Where staff of WestOne Business Services Limited is being named as officers of your dormant company, we shall resign directly and you will be responsible for the administration of the company forthwith.
 - 3.3.2. Dormant companies are subject to annual renewal. We will contact you to request the renewal fee. Dormant company services will be cancelled if payment is not made within 1 month of the date of the first reminder. In this instance, we reserve the right to notify Companies House with a change

of address and officers (where relevant) of your company to those which were provided in your initial order.

3.4. *Company secretarial*

3.4.1. Company secretarial services consist of individual services and packages as listed in the *company secretarial* pages.

3.4.2. We reserve the right to remove our services at any time should it be discovered that a company is being used for illegal purposes. Where staff of WestOne Business Services Limited is being named as officers of your company, we shall resign directly and you will be responsible for the administration of the company forthwith.

3.4.3. We will provide company secretarial services to you on the assumption that you are authorised to request such services from us. We will use the information you provide to undertake these services and we accept no responsibility for incorrect information that you have provided to us.

3.5. *Bank accounts*

We act as an introducer for HSBC bank accounts. Should this service be requested as part of your company formation package, we will pass your contact details to HSBC Bank PLC. We accept no liability for bank account applications and HSBC Bank PLC will conduct its own checks to process your application for a bank account and other services HSBC Bank PLC may provide to you.

3.6. *Mailing*

3.6.1. Mail will be handled to you in accordance with instructions outlined on your order instructions (either web order or by post, fax, email). Payment will be made in advance for all methods of ordering for the service to commence.

3.6.2. Renewal of mail services will be automatically applied at the same duration as the original order. We will request advance payment for mail services to continue. Failure to pay will result in mail services being suspended. Mail services will be cancelled if payment is not made within 3 weeks of the date of the first reminder. Once cancelled, we are not under any obligation to hold or forward communications to you or to provide notification that communications have been received.

3.6.3. Postage and handling charges, as outlined in the price list, are payable in advance. Once funds have been depleted, we will request in writing a further advance sum to cover future postage and handling charges for mail services. Failure to pay will result in mail services being suspended. Mail services will be cancelled if payment is not made within 3 weeks of the date of the first reminder.

3.6.4. Mail service subscribers may cancel their service at any time, giving one month's notice in writing. Unexpired service is non-refundable, this includes any postal deposit funds that we may hold.

3.6.5. Registered office services are charged in addition to general mail services, a one-off set-up fee. We will display your company name on its premises in accordance with the Companies Act. Payment terms for registered office services are as outlined in paragraphs 3.6.2 & 3.6.3 above.

3.6.6. Should your company wish to change its registered office address, you shall notify Companies House of the change (unless you have purchased the relevant additional company secretarial service from WestOne Business Services Limited). Failure to notify Companies House of the change of registered office may result in the cancellation of your service. In this instance, we reserve the right to notify a change of address of your company to that which was provided in your order.

3.6.7. We reserve the right to cancel, change or amend our mail service without notice.

3.6.8. We reserve the right to change the address used for our mail service at any time without notice.

3.6.9. We will charge a handling fee of £14.99+VAT for all parcels received that weigh less than 2.0kg, but are greater than 0.5kg. All parcel deliveries must be notified before delivery date (no less than 24 hours) to our address with the date item is due to be received. The handling fee is additional to any cost incurred for reshipping of the item. Both are payable in advance of re-shipping.

3.6.10. For parcels over 2.0kg we will need prior confirmation of delivery date, and the contents of the parcel and the name of the sender of this item. We reserve the right to refuse receipt of the parcel to combat fraudulent use of the service. A handling fee of £14.99+VAT will be applicable and is in addition to any costs for reshipping of the item.

4. Data Protection

4.1. We will treat personal data collected by us in a secure and confidential manner. We will not sell or make your information available to any third party without your prior consent.

4.2. We may, from time to time, contact you with information and services offered by WestOne Business Services Limited that we think may be of interest to you. You agree that we can contact you by letter, email, fax or telephone. If you do not wish to receive such correspondence, please notify us in writing.

5. Force Majeure

We shall not be liable to you for any breach in terms and conditions or any failure to provide services resulting from any event beyond our control including, without limitation, breakdown of systems, network access, fire, explosion, and accident.

6. Money Laundering Regulations (MLR)

6.1. In accordance with our money laundering policy (MLR registration number: 12382907) we may ask to confirm your identity for company formation and mail holding services. Acceptable documents include valid passport/identity card or UK driving licence and proof of residence, e.g. recent utility bill showing address.

6.2. Where information is received that a company or individual is acting unlawfully, we are obliged to pass this information to the relevant authorities.