

# 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.
- 3.2.5. You are responsible to ensure that you provide the correct information with regards to the formation of your proposed company. We are not liable for delays due to inaccuracies or omissions with the information provided to us.

#### **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 & Virtual Address Service*

- 3.6.1. All mail services purchased enable the use of the advertised virtual address as a trading presence or Registered Office (as determined by the service purchased). The service fee payable at the time of purchase covers the use of the virtual address service only. Forwarding of mail is offered as an additional service and this is charged at cost from the deposit placed.
- 3.6.2. Postage and handling charges are payable in advance in the form of a deposit. 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.
- 3.6.3. Mail will be processed in accordance with instructions outlined by you as requested on the specified form. Payment will be made in advance for all methods of ordering for the service to commence.
- 3.6.4. Where possible, we will request advance payment for mail services to continue at the time of renewal. Failure to pay will result in mail services being suspended. Mail services will be cancelled if a renewal and payment is not made within 3 weeks of the expiry date. Once cancelled, we are not under any obligation to hold or forward communications to you or to provide notification that communications have been received.
- 3.6.5. Mail service subscribers may cancel their service at any time, giving one months notice in writing. Unexpired service is non refundable, this includes any postal deposit funds that we may hold.
- 3.6.6. We do not make any guarantees concerning turnaround times for delivery or receipt of mail. We will endeavour to forward mail in accordance with instructions placed at the time of ordering however we are not liable for delays due to postal services or external factors beyond our control with mail being delivered to or sent from our offices.
- 3.6.7. Registered office services are charged in addition to general mail services. 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 the paragraphs above.
- 3.6.8. You are responsible to ensure that you provide the correct information with regards to handling mail. We are not liable for delays due to inaccuracies with the information provided to us.
- 3.6.9. 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.
- 3.6.10. Virtual Address customers may use a maximum of three company or brand names Virtual Address Service, it is the customers responsibility to ensure they have correctly registered their chosen names after purchase using the form provided.

- 3.6.11. Customers agree to only use names/company names/brands they have proper rights to use and to not attempt in any way whatsoever to sub let the service to third parties.
- 3.6.12. Failure to comply with our terms of service may result in immediate termination of service without notice.
- 3.6.13. By purchasing services you agree that we may as applicable bill you for postage costs incurred. Where a direct debit has been set up you agree that we may deduct an amount from you to cover postage incurred based on expected volumes you may be currently receiving.
- 3.6.14. Continued use of service without payment – this includes without limitation, use of the address on websites, advertising and stationery, promotional material, business cards, email, social networking sites and other electronic methods. Customers who willfully use the service without prior payment will incur a monthly fee of £39.99+VAT for each month of unauthorised usage. This includes customers who have expired and have continued to use without payment.
- 3.6.15. By purchasing you agree that the period paid for is a minimum term. When cancelling your Virtual Address Service early you accept that you will not be liable to stake a claim to a refund for any part used service.
- 3.6.16. Set up fees of £50.00 are inclusive in the original package cost at time of purchase. Set up fees are non refundable and are applicable to cover the cost of setting up your service.
- 3.6.17. You agree to not chargeback for any service purchased without prior written consent from us. You agree to indemnify us to the value of the package plus 50% of the original package cost in addition plus any other costs applicable in pursuit of the amount outstanding when failing to adhere to this term.
- 3.6.18. Any applicable charges will be payable when invoiced. In addition we reserve the right to charge interest at 2% above the bank of England base rate for invoices outstanding beyond 14 days.
- 3.6.19. Failure to pay for one or more parts of your service may result in the whole of your service being suspended or cancelled by us. Reactivation of suspended services will be subject to a £25.00 +VAT reactivation fee.
- 3.6.20. It is the customer's responsibility to ensure their services are up to date and are renewed on time when reaching expiry.
- 3.6.21. We reserve the right to cancel, change or amend our mail service without notice.
- 3.6.22. We reserve the right to change the address used for our mail services at any time if deemed necessary.

### 3.7. *Parcels*

- 3.7.1. All parcel deliveries expected to our address must be notified to us before the delivery date (no less than 24 hours) with the date item is due to be received with tracking details as appropriate.
- 3.7.2. For parcels 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 address service. A handling fee of £5.00+VAT per parcel is applicable for all items over 0.5kg and not over 2.00kg and is in addition to any costs for reshipping of the item. A handling fee of £14.99+VAT will be applicable for all items over 2.0kg and is in addition to any costs for reshipping of the item.
- 3.7.3. Parcels not collected or sent as per your instructions within 5 days of receipt will incur a storage fee of £10 per week. You are responsible for notifying us that a parcel is due to be delivered in accordance with clause 3.7.1. Any parcels received without prior notice will incur the storage fee of £10 per week from the date of receipt.
- 3.7.4. Parcels that have been unclaimed for 6 months will be either returned to the sender or disposed of accordingly.

- 3.7.5. We are unable to accept parcels which are deemed by us to be too large or heavy for retention or forwarding as we do not have the storage facilities to house larger or heavy items. We reserve the right to define what is acceptable or not.

#### **4. Registered Office Service**

- 4.1.1. Registered office covers the recording of the company at Companies House only. Registered Office Service does not include the ability to use the address as a trading address/presence. Trading presence requires the purchase of an additional Virtual Address Service.
- 4.1.2. Registered Office customers may use a maximum of one company per service purchased. This service is non-transferable.
- 4.1.3. Registered office service covers forwarding of official government mail only. All mail falling outside of this must be covered by an applicable Virtual Address Service and mail forwarding deposit.
- 4.1.4. Postage and handling charges are payable in advance in the form of a deposit. We will request in writing a further advance sum (minimum £15.00 UK customers £25.00 Overseas customers) to cover future postage and handling charges for forwarding of government related mail. Failure to pay will result in Registered Office services being suspended without notice. Registered Office services will be cancelled if payment is not made within 3 weeks of the date of the first reminder.
- 4.1.5. Only Government related mail is forwarded as part of this a Registered Office Service, all other types of mail require an active Virtual Address Service to be in place in addition.
- 4.1.6. It is the customer's responsibility to inform all applicable parties of the change of registered office.
- 4.1.7. It is the customer's responsibility to ensure they comply with their company's legal obligations and filing dates. WestOne Business Services Ltd cannot be held liable for any failure of the client to act on their obligations to their company.

#### **5. General**

All staff must be treated with respect and dignity at all times. Any customer found to be acting in an inappropriate manner towards staff including, without limitation, aggressive behavior, using foul language, intimidation and harassment, shall have their service cancelled with immediate effect.

#### **6. Data Protection**

- 6.1. 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.
- 6.2. 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.

#### **7. 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, acts of God or extreme weather.

## **8. Direct Debit**

- 8.1.** All Virtual Address Mail Service, Registered Office, Virtual Office and Combined Saver customers may be requested to complete a direct debit mandate to enable the charging of applicable services. Customers who comply with this request will receive the bulk postal discount received by WestOne Business Services Ltd on mail forwarded at cost.
- 8.2.** Customers who update their mail deposits via alternative methods (WestOne web store, Paypal, invoice) will be charged £2.00+VAT from their mail deposit on a rolling monthly basis to cover additional costs incurred accepting payment via this method. Customers using this method will also be liable for the full Royal Mail charges prior to the bulk discount.
- 8.3.** By completing the Direct Debit mandate you accept that WestOne Business Services Ltd will debit funds on an add hock basis from your account when your deposit runs low or postal volumes dictate a larger deposit be held to avoid disruption of service.

## **9. Money Laundering Regulations (MLR)**

- 9.1.** 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.
- 9.2.** Where information is received that a company or individual is acting unlawfully, we are obliged to pass this information to the relevant authorities.
- 9.3.** If we suspect the customer is acting in an unlawful manner we reserve the right to suspend service until such time as seen fit.