

## Registered Office Terms and Conditions

(The following terms and conditions apply to the Registered Office Address Services")

Subject to the customer ("the customer") observing the Terms and Conditions set out below, we ("the company") agree to provide the service ("the registered office service") as ordered and described in the welcome email, to the customer for the term ("term") purchased as specified in the welcome email, at the premises ("premises") specified in the welcome email ("the payment")

"Customer" refers to the person, firm, organisation or corporate body purchasing the service from the company.

"company" or "we" or "us" or "CityAddress.co.uk" refers to The Mailbox Centre Piccadilly Limited, who's registered office is located at Piccadilly Business Centre, Aldow Enterprise Park, Manchester, M12 6AE and who's company registration number is 12625710 an authorised franchise of The Mailbox Centre Limited.

"service" or "mailbox service" or "registered office service" refers to the registered office services purchased from the company as advertised and described on the company website cityaddress.co.uk and confirmed in the welcome email.

"term" or "Period" means the period during which the company will provide its service or services to the customer which will automatically renew for an equal amount of time unless cancelled in accordance with the provisions set out below.

"premises" means the physical location either owned, leased to, licensed to or operated by the company from which services will be provided to the customer.

"agreement" refers to the welcome email and/or letter provided to the customer by the company confirming which services are to be provided in accordance with the terms and conditions set out below.

1. The **company** agrees to provide the registered office address service to the **customer** as described in the welcome email which shall consist of;
  - a. The **company** will provide to the **customer** a real street address as confirmed in the welcome email which the customer may use as the registered office address of the company confirmed in the welcome email.
  - b. The **company** will receive on behalf of the customer mail addressed to the customer at the premises, which shall be limited to official mail addressed to the company from the following official government bodies. HMRC, Companies House, ICO, IPO, HM Courts and Tribunals, Insolvency Service, Advertising Standard Agency.
  - c. The **company** will forward all official mail described in clause 1.1 above via scan to email at no extra cost. The **customer** may request the same items of mail are forwarded onto an alternative address of the **customer's** choice for which the **customer** will be responsible for any additional costs incurred in forwarding such items.
  - d. The **company** will accept from the **customer** copies of all statutory documents store these securely in the premises and offer facilities for public inspection upon request as required in accordance with the Companies Act
  - e. Where the **customer** requests and pays any applicable fee, the **company** will also provide to the **customer** the use of the same address for the company officers to use as their service address also known as the official correspondence address with companies' house.
  - f. The **customer** understands and accepts that the Registered Office and/or Directors Service address is strictly limited to official mail as described in clause 1.C above, the **customer** further understands that nonofficial mail received on behalf of the **customer** including but not limited to, letters from customers, suppliers, banks etc will be returned to sender unless another service is in place to facilitate the receipt of such mail.
2. The **customer**;
  - a. May use the address provided by the **company** as confirmed in the welcome email for the sole purpose of a registered office address of the company detailed in the welcome email for the term also specified in the welcome email.
  - b. May upon receipt of payment of the applicable service fee use the same address as confirmed in the welcome email as the service address / correspondence address for officers of the same company for the term also specified in the welcome email. The **customer** understands that should the address provided by the company be used as the directors service address (also referred to as "official correspondence address") where the appropriate order has not been made or applicable fee paid an invoice for the full retail price of £29.99 + VAT per year will be issued and will become immediately payable.
  - c. Will be responsible for updating their address with company's house at the start of this agreement unless the **customer** requests and pays for a service from the **company** which will enable the **company** to undertake this on the **customers** behalf.
  - d. Will ensure the **company** is promptly advised in writing (via email is acceptable) of any changes made to the **company** including but not limited to change of company name or company officers.

3. Payment for the service is due in full in advance which will automatically renew unless cancelled. Where the **customer** makes payment by credit or debit card or direct debit the **customer** in the absence of a cancellation request made in accordance with the provisions of this agreement, authorises the **company** to automatically charge any and all fees and renewals payable by the customer to this payment method. When an alternative payment method is used the customer understands that;
  - a. Upon expiration of this agreement the **company** will send a renewal notice/invoice via email, it is the **customers** sole responsibility to ensure payment for any renewal is made on or before the due date shown on the renewal notice/invoice.
  - b. Should payment not be made on or before the renewal due date the service will expire, and the **customer** shall cease all use of the address provided by the **company** and immediately remove the address from company's house.
4. The **customer** may terminate this agreement at any time by giving no less than 7 days' notice in writing (by email is acceptable). The **customer** understands and accepts that no refund will be given for early termination. The **customer** further understands that it is their sole responsibility to ensure the address provided by the **company** is removed from the companies house database upon termination of this agreement.
5. If the **customer** breaches any of the terms and conditions of this agreement the **company** may contact the **customer** and give them opportunity to remedy the breach. Where the **customer** fails to remedy the breach or in the **company's** opinion the breach is of a serious nature the **company** may terminate the **registered office service** forthwith. Upon termination of the **registered office service** the **customer** hereby authorises the **company** to either retain or destroy any of mail received on behalf of the **customer** or return them sender or forward them to the **customers** last known address at the **customers** own risk and expense.
6. Should the **premises** become unavailable for any reason including but not limited to closure, fire, flood, natural disaster the **company** will offer the **customer** the option of transferring to an alternative premise. The **customer** may refuse this offer in which case the service will end, and the **customer** shall be entitled to a refund of any unused portion of the service.
7. Upon expiry or termination of this agreement the **customer** understands and accepts;
  - a. It is the **customer** sole responsibility to ensure the address provided by the **company** and displayed on companies is removed.
8. The **customer** understands that should the address provided by the **company** still be in use 7 days following expiry or termination of this agreement the **company** may take steps to remove the address including those steps detailed below, the **customer** further understands that the additional administrative work involved in completing such steps shall incurred a fee of £85.00 +VAT which shall become immediately payable by the **customer**.
  - a. Completing companies house forms RP07 Dispute of Registered Office and/or
  - b. Make changes to the information held at company's house to remove the address from the Companies House database and/or prevent its reuse.
9. The **customer** will indemnify the company against any expenses, liabilities, claims or proceedings incurred as a result of the **customer** use of the mailbox service.
10. The **customer** understands the service provided by the **company** shall not be used for the delivery or storage of any items of value. The **customer** further understands the **company** has no way of knowing the value of an item received and the **company's** liability in relation to loss of or damage to any item received on the **customer** behalf is limited to £5.00 per claim and in aggregate shall not exceed the amount paid by the **customer** for the current term.
11. The **company** shall not be liable for any direct, indirect or consequential losses including but not limited loss of profit, liabilities, costs, claims, demands or expenses arising for the **customers** use of the service.
12. In order to activate the service, the **company** must be satisfied that the **customers** identity and current home address has been confirmed. The **customer** will be required to provide acceptable documents in order to confirm their full name and home address. The **customer** understands that the customer must not use the service until they have provided the required confirmation documents and received their welcome email / confirmation email.
13. It is the sole responsibility of the **customer** to ensure the information held by the **Company** is correct and up to date, this includes names, addresses, telephone numbers and email addresses.
14. The **customer** understands that the **company** may open and inspect the contents of any item delivered to the premises when in the companies considered opinion doing so is required to ensure the service is being used in strict compliance with these terms and conditions or where the item received is either addressed with no name or addressed to an unknown name.
15. The **customer** understands that the Registered Office Address service and/or directors service address are expressly excluded from the 14-day money back guarantee provided by the **company** and all sales shall be deemed as final.
16. This agreement is constituted in accordance with English law whose courts shall have exclusive jurisdiction of any dispute arising from this agreement.