

Terms & Conditions for Corporate Services

These are our standard terms and conditions and apply to the supply of all goods and services (Corporate Services) unless we agree otherwise in writing. By requesting our services from our website or otherwise instructing us you agree to be bound by these terms.

1. Services

- 1.1 The Corporate Services are delivered by Miller Rosenfalck LLP trading as Canute Corporate. The company is registered in England and Wales under number OC301257 and has its registered office at Aylesbury House, 17-18 Aylesbury Street, London EC1R 0DB.
- 1.2 We aim to deliver to our customers a high quality and cost effective service which meets or exceeds their expectations.

2. Customer care and complaints

- 2.1 We encourage our clients to maintain full and frank communication with their account manager, and to raise with him or her any problems which may arise during the course of our services.
- 2.2 If you are dissatisfied with any aspect of our service, please raise your dissatisfaction with your account manager.
- 2.3 Any complaints will be dealt with sympathetically and promptly and we will work with you to reach a satisfactory conclusion.

3. Fees and payment

- 3.1 We accept instructions on the basis that the person making the instruction is liable to pay us for the services.
- 3.2 The prices payable for services that you order are set out in our current price list as notified to you or published on our website from time to time. We reserve the right to vary these prices from time to time and post such changes on our website. Fees charged by Companies House are those in force from time to time as charged by Companies House.
- 3.3 You agree to pay the prices, as set out in our price list, for services selected and requested by you. Upon receipt of your order, we will confirm the price of the services and provide you with our payment details.
- 3.4 We will normally not process an order before payment has been received in full. Ownership of a company ordered shall not pass to you until such payment has cleared on our account. No refund is given after an order has been processed.
- 3.5 Fees for continued services are payable in advance. The relevant fees for the first year are payable upon receipt by us of your instructions. Subsequent fees will be invoiced annually in advance.
- 3.6 If our appointment is terminated by you we shall not be required to refund all or any part of our fee, unless you terminate our appointment in accordance with sub-clause 5.1 (b) below.
- 3.7 Where the relevant fees for continued services remain unpaid for more than 30 days after the date of the invoice and we have received no advice from you that the services are no longer required, we will charge interest on the outstanding amount at the rate of 2% per calendar month until the date payment is received and/or we obtain any payment from assets of your company and/or you.
- 3.8 Where the relevant fees remain outstanding for more than 60 days after the date of the invoice we reserve the right and are entitled to change the registered office of your company including but not limited to the last known address of the company, any officer or contact person of the company, or any legal or beneficiary owner of the shares.
- 3.9 We will add to our fees the following additional costs:
 - VAT (value added tax) at the rate applicable (currently 20%) when the bill is raised; and
 - disbursements (i.e. expenditure incurred on your behalf) such as search fees, registration fees, filing fees, stamp duty and third party accounts.

4. Instructions

- 4.1 We are entitled to take any steps which we may - in our discretion - think appropriate to protect the interests and/or assets of your company and to take such professional advice as we may consider necessary, in the interests of and at the expense of your company.
- 4.2 From time to time we may receive instructions from your company and/or you regarding important matters affecting the company and/or you. Whenever we receive such instructions, we shall be entitled to ask for a written confirmation of the said instructions from the contact details submitted with your order form or as notified by you in writing from time to time.
- 4.3 We will accept lawful instructions from your company and/or by you in accordance with paragraph 4.2 above and are entitled to refuse to accept instructions not in accordance with said paragraph.
- 4.4 We accept no responsibility for loss or damage arising from the use of facsimile or email instructions, including failed or incomplete transmission, distortion or loss of privacy.
- 4.5 If instructions are requested by us in accordance with this clause and no lawful instructions have been received by us within 30 days or, where the urgency of the matter requires, within such lesser period as may be stated in the instruction, we may at our discretion proceed in any one or more of the following ways:
 - (a) take no further action on a particular matter or at all in relation to the company or you;
 - (b) utilise any assets of the company in or towards the satisfaction of any demand for payment of any sum legally and rightfully due by the company to any person;
 - (c) have the company dissolved;
 - (d) effect a resignation of all or any of the directors, officers and/or company secretary of the company;
 - (e) transfer all or any of the shares, capital or interest of the company into the name of you or the last known beneficial owner;
 - (f) change the registered office including but not limited to the last known address of the company, any contact person, officer of the company or any legal or beneficiary owner of the shares;
 - (g) take such other action as seems appropriate or as it may be advised by the company's legal advisers to take.

5. Termination

5.1 Subject to clause 3 either party may terminate at any time:

- (a) by giving not less than 30 days' written notice to the other; or
- (b) with immediate effect by written notice if:
 - (i) one of the parties commits a material breach of its obligations under the agreement and, where the breach is capable of remedy, fails to remedy such breach within 30 days of receiving notice in writing from the other to so remedy;
 - (ii) you are unable to pay your debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986, a receiver or administrator is appointed over or in relation to your assets or a resolution is passed or an order made for your winding up (or an event occurs within the jurisdiction of the country in which you are situated which has a similar effect to any of those in the UK);
 - (iii) the actions or identity of you, any of the contacts or any officer, secretary, employee, member or beneficial owner of your shares (each an "Associate") have caused or are likely, in our opinion, to cause us or any of our group companies to be in breach of any law or regulation or to incur any liability in any country or jurisdiction whatsoever or to damage in any way our reputation or the reputation of any of our group companies; or
 - (iv) any information, assurance or warranty given to us by you or any of your Associates, whether in this agreement or otherwise, is found to be incorrect, insufficient or misleading in any material respect.

6. Consequences of termination

6.1 On termination we shall:

- (a) immediately cease to provide the services to you; and
- (b) be under no further obligation to receive or forward any correspondence and may, at our discretion and without incurring any liability, retain, destroy or return any correspondence to sender.

6.2 On termination you shall promptly:

- (a) notify us of an alternative registered office address;
- (b) take reasonable steps to notify all contacts to whom our address was given that you may no longer be contacted at our address; and
- (c) ensure that any other steps are taken to give prompt effect to these changes.

6.3 Termination is without prejudice to any rights or obligations outstanding or accrued at that date and to the continuing effect of those provisions of these terms which are expressly or by implication provided to come into effect on, or to continue in effect after, termination.

7. Name infringement

7.1 We will process an application for the formation of a company as detailed in the order form, on the strict understanding that the company or you have made all relevant and reasonable enquiries to ensure that any chosen company name does not conflict with an existing registered company name or registered trademark such as to cause any civil action of "passing off" or infringement of any registered trademark or copyright.

7.2 Relevant and reasonable enquiries will mean such enquiries as can be made through publicly accessible databases or registers.

8. Performance

8.1 Time is not of the essence for the performance of our services. We will use our reasonable endeavours to meet the time estimates given on our website but these remain estimates and in particular we accept no responsibility for delay caused by third parties or for reasons outside our control (such as, but not limited to, the unavailability of the internet or for computer systems or telecommunications failure).

8.2 We are not obliged to accept any instruction or to continue to perform any service. We reserve the right to reject any instruction or to discontinue the performance of any service without liability.

9. Mail forwarding services

9.1 Depending on the service(s) chosen, you are entitled to use our business address as agreed.

9.2 You warrant:

- (a) that you will not use the business address for any obscene, illegal, immoral or defamatory purposes and will not in any way bring us into disrepute; and
- (b) that you will not in any way use or combine our name, in whole or in part, for the purpose of trading activities.

9.3 Mail will be handled according to instructions specified by you, and you will be responsible for all resulting forwarding and service charges.

9.4 Neither we nor our agents shall be responsible for any delay or loss of mail during the forwarding process. We will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties.

9.5 We will not accept any items exceeding 5kg in weight, 18 inches in any dimension or 1 cubic foot in volume, nor any item containing any dangerous, live or perishable goods. We shall be entitled in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers to be unreasonable or unlawful.

9.6 We reserve the right to review the monthly handling fee at half yearly intervals.

9.7 At termination you agree that all mail thereafter will be marked by us "Return to Sender," and no further mail or deliveries will be accepted.

9.8 In the event of any parcel, chattel, packet or other object than mail addressed to you being delivered to our office, we will bear no responsibility in the event of you or the sender failing to remove the same within one month of receiving notice from us such item.

10. Data protection

10.1 We are committed to protecting your privacy. These terms set out the basis on which we hold personal information about you.

10.2 We do not collect your personal information when you simply browse our website. We do require that you supply personal information where you use services provided through our website.

10.3 The data controller of our website is Miller Rosenfalck LLP.

- 10.4 Our nominated data protection representative dealing with data protection issues is Emmanuelle Ries who can be contacted via er@millerrosenfalck.com.
- 10.5 The personal data collected by us on you will be evaluated periodically to determine whether we should continue to hold it. You will be notified from time to time through our mailings of the continued use of your personal data and be given the opportunity to notify us if you do not wish to continue to receive mailings. We will not export your data outside the European Union and will only store the information supplied by you together with details of the activities you have undertaken with us and mailings we have sent to you on your data file.
- 10.6 We will only use the personal information you provide to us for the following purposes:
- Communicating with you;
 - notifying you of information relating to our products and services; and
 - processing a transaction between you and us.
- 10.7 While we do not sell, trade or rent your personal information to others we may choose to do so in future with trustworthy and specified third parties. We will always endeavour to email you prior to any such transfer in order to gain your specific permission to transmit your data to such persons. We may need to disclose your personal information to third parties where this is required by law or where this is necessary for the performance of a service we provide to you.
- 10.8 We may provide aggregated statistics about customers, sales, traffic patterns and related site information to reputable third party vendors but these will not include any personally identifying information.
- 10.9 By using our web site, you consent to our collection and use of your personal data for the purposes as set out above. In the event that we decide to change our privacy policy we will post such changes on our website in order that you are always aware of the information we collect, how we use it and under what circumstances we disclose it.

11. Ownership rights

All rights in the design, text, graphics and other material on our site and the selection or arrangement thereof are the copyright of us or other third parties. Permission is granted to electronically copy and print in hard copy portions of our website solely in connection with the acquisition of goods or services through our website. Any other use of materials on our website (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without our prior written permission is strictly prohibited.

12. Exclusion of third party rights

Unless expressly provided in these terms and conditions, no term of these terms and conditions are enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

13. Links to other sites

Certain links, including hypertext links, on our website may take you outside our website. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked website, its operator or its content. We are not responsible for the content of any website outside our website.

14. Limitation of liability

- 14.1 Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability for loss or damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of our services under these terms shall not exceed the aggregate amount of the fees invoiced to you or the company in relation to the specific service in the relevant billing period (e.g. annually), out of which any claim may arise.
- 14.2 Save as precluded by law, we shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with our services or these terms.
- 14.3 We expressly disclaim any liability to you, the company, and its officers and any third parties for any damages or loss to you, the company, its officers or any other person arising out of the non-delivery of documents or certificates properly despatched by inland mail or other authorised delivery services.
- 14.4 We shall not be liable for any penalties, fines, fees other liabilities incurred by you and/or the company or its officers in relation to the company and/or the services and the company, the officers and you accept full responsibility to pay these and indemnify us against liability in respect thereof.
- 14.5 We make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information published on our site. The information contained in our site may contain technical inaccuracies or typographical errors and is intended to be a general indication of our services only. Any implied terms including those as to quality, fitness for purpose, compliance with description or sample are excluded unless you deal as a consumer. Your statutory mandatory rights are not affected by this.
- 14.6 Each of the provisions of this clause 13 shall be construed as a separate, and severable, provision of these terms and conditions.

15. Right to cancel

- 15.1 Under the terms of the Consumer Protection (Distance Selling) Regulations 2000 you may have the right to cancel the contract between us within 7 working days of the day after the date on which you receive any product from us or the date on which the contract for the provision of services is concluded. This right to cancel does not apply to products which have been personalised or made or supplied to your specifications or to services once performance of those services has started with your approval.
- 15.2 Where we provide a product to you, if you cancel you must return the product to us, at your own cost, in its original condition.

16. Legal advice

The provision of Corporate Services does not constitute legal advice. You agree to obtain your own legal advice from a qualified professional (or to assume the risk if not doing so) in regard to the management of your company and/or the use of Corporate Services.

17. Force majeure

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

18. Governing law and jurisdiction

These terms of engagement are governed by English law. Any dispute or claim arising out of or subject to these terms will be subject to the exclusive jurisdiction of the English courts and the parties hereby submit irrevocably to the jurisdiction of the English courts for this purpose.

March 2016