

## Terms and Conditions

### 1 Engagement

1.1 LR and the Client hereby agree that any contract for the provision of services shall incorporate these Terms and Conditions ('the Contract').  
1.2 LR's engagement under the Contract shall start on the Commencement Date and shall continue until its termination in accordance with clause 11 of these Terms and Conditions.

### 2 LR's duties and responsibilities

2.1 LR is engaged to perform the duties outlined in the Services and shall promptly give all advice and assistance within its power on any matter in the scope of its duties.  
2.2 When the discharge of LR's duties requires co-ordination with other persons working for the Client or attendance of meetings at the Client's premises or some other venue, LR's representative will make himself or herself available for such co-ordination or meetings during LR's normal business hours or as otherwise agreed.  
2.3 LR further undertakes that it will:  
2.3.1 perform such duties and exercise such powers as the Client assigns to it;  
2.3.2 discharge its duties in a competent, efficient and diligent manner;  
2.3.3 do all other things in the ordinary course of the Client's business which the Client reasonably considers necessary;  
2.3.4 act loyally and faithfully to the Client;  
2.3.5 not do, cause, or permit anything which may damage or endanger the Client's intellectual property rights or its title to those rights or assist or allow others to do so;  
2.3.6 not do anything which is harmful to the Client or the Client's business;  
2.3.7 keep the Client informed of any progress on the Services and LR shall produce written reports on the same from time to time as may be reasonably requested by the Client.  
2.4 The Contract is with LR and LR may not sub-contract or assign any of its rights or obligations without the Client's prior consent.  
2.5 LR does not warrant, guarantee or undertake on behalf of any third party supplier or LR that access to any facilities or any products or services will be uninterrupted or of any particular level of availability or quality.

### 3 The Client's duties and responsibilities

3.1 Unless otherwise agreed by the parties in writing, the Client shall at its own expense supply LR with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable LR to provide the Services in accordance with the Contract.  
3.2 The Client shall afford to LR all reasonable co-operation in all matters relating to the performance of LR's obligations under the Contract. In particular, but without limitation to the foregoing, the Client shall:  
3.2.1 promptly and fully respond to all communications of LR relating to the provision of the Services and to liaise with LR on matters relevant to the provision of the Services;  
3.2.2 conduct its affairs at all times in a proper and reputable manner observing all legal requirements in relation to its business;  
3.2.3 provide proper and clear instructions to LR in respect of its requirements in relation to the Services or in connection with the Contract;  
3.2.4 pay fees promptly when due and if not paid on the due date shall pay such default interest as applicable at the specified rate from time to time in force.  
3.3 Throughout the term of the Contract the Client shall afford LR such access to the Client's information or records and other materials relevant to the Services as LR may require in connection with or to provide the Services.

### 4 Fees

4.1 The Client shall pay LR's fees as shown in the Particulars or the Charges Sheet as applicable, together with such additional sums as are agreed between LR and the Client for the provision of the Services.  
4.2 The Client shall be liable for costs incurred as a result of the Client's instructions or lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.  
4.3 LR shall be entitled to vary its charges from time to time by giving not less than one month's written notice to the Client.  
4.4 All fees and sums quoted payable to the Client under the Contract are exclusive of any VAT, for which the Client shall be additionally liable at the rate applicable from time to time.  
4.5 LR shall deliver its invoices to the client's contact or manager by email. LR shall not be responsible for registering, uploading and processing its own invoices through a client's internal e-billing system unless an appropriate admin charge per invoice has been agreed as a variation to our terms of business.  
4.6 The fees and any additional sums payable shall be paid within 30 days from the date of the invoice, or at the times otherwise agreed. Payment can be made by way credit or debit card or bank transfer or by cheque drawn in favour of London Registrars Ltd, posted to Suite A, 6 Honduras Street, London EC1Y 0TH.  
4.7 Upon receipt by LR of an instruction or a request for certain services, LR may provide an estimate for approval. Following approval by the Client of such estimate, LR may in its absolute discretion request a deposit or payment in advance in full in respect of the total estimated costs for professional services, disbursements and other expenses (if applicable), before such work can be carried out. A reconciliation and final invoice (where relevant) will be prepared, including a summary of fees and expense invoices. Payment of such reconciliation invoice shall be due within thirty (30) days of invoice date.  
4.8 If payment is not made on the due date, LR shall be entitled, without limiting any other rights it may have, to charge statutory interest on the outstanding amount (both before and after any judgment) at the rate of 8% above the Bank of England base rate from time to time for so long as the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 ('the Regulations').  
4.9 In addition to the matters set out in clause 4.8 above and in accordance with the Regulations, LR reserves the right to charge collection costs once an invoice becomes overdue, as follows:

- £40 on debts of up to £999.99;
- £70 on debts from £1,000 to £9999.99; and
- £100 on debts of £10,000 and over.

4.10 The Client shall reimburse LR for all out of pocket expenses incurred by it in connection with the Services for the Client.

4.11 LR will not be obliged to provide the Services unless all fees and disbursements due to it in relation to the provision of the Services are paid at the due times.

### 5 Status of LR

5.1 During the term of the Contract, LR shall be an independent contractor.  
5.2 LR shall not be subject to directions from the Client as to the manner in which it shall perform its work.

### 6 Material

6.1 The property, copyright and any other intellectual property rights in any Client Material shall belong to the Client. The property, copyright and any other intellectual property rights in any LR Material shall belong to LR, subject only to the right of the Client to use the LR Material during the term of the Contract.  
6.2 The Client warrants that any Client Material and its use by LR for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and the Client shall indemnify LR against any loss, damages, costs, expenses or other claims arising from any such infringement.

### 7 Good faith

LR shall not use or otherwise turn to its advantage knowledge of or any connection with any of the Client's clients or suppliers so as to take any advantage of the business unless it is solely for the Client's benefit or with the Client's consent.

### 8 Confidential information

8.1 In this clause 'Confidential Information' means all confidential information relating to the organisation, finances, processes, specifications, methods, designs, formulae, technology and business activities, of and concerning the Client and its customers and suppliers.  
8.2 Except as authorised or required by its duties, LR shall keep secret and shall not use or disclose and shall use its best endeavours to prevent the use or disclosure by or to any person of any of the Client's Confidential Information which comes to its knowledge during the Term.  
8.3 The restriction in clause 8.2 shall apply during and after the termination of the Contract without any time limit but shall cease to apply to information or knowledge which LR establishes has in its entirety become public knowledge otherwise than through any unauthorised disclosure or other breach on its part of that restriction.  
8.4 All records in any medium (whether written, computer readable or otherwise) created by LR for the Client and all copies and extracts of them made or acquired by LR in the course of the Contract shall be:  
- the property of the Client;  
- used for the purpose of the Client only;  
- returned to the Client on demand at any time; and  
- returned to the Client without demand on the termination of the Contract.  
8.5 LR shall not permit any person other than its employees to assist in the provision of the services under the Contract unless that person has signed a confidentiality agreement in a form approved by the Client.

### 9 Warranties

9.1 Except in respect of death or personal injury caused by LR's negligence, or as expressly provided in these Conditions, LR shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by the negligence of LR, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client.  
9.2 The entire liability of LR to the Client under or in connection with the Contract shall not in any event exceed the amount of the fees paid by the Client for the provision of the Services for the minimum period set out in the Contract (or the first year of the Contract, if no minimum period or where the Contract is for a fixed term which is less than a year, the term of the Contract).  
9.3 The Client agrees to indemnify and keep LR fully indemnified from and against any loss, claim or liability whatsoever incurred or suffered by LR as a result of negligence or any default by the Client (or its employees, agents or representatives) of its obligations, however arising, in connection with the Services, together with expense, claim, loss or damage which LR or any of its employees, agents, sub-contractors and other clients may suffer due to the negligence or breach of the Client (or its employees, agents or sub-contractors).  
9.4 The Client agrees and acknowledges that the allocation of risk in this clause 9 is fair and reasonable in the circumstances, having been taken into account in setting the level of the fees.

### 10 Amalgamation or reconstruction of the Client

LR shall have no claim against the Client in respect of the termination of the Contract, if:  
10.1 it was terminated because of or in connection with a transfer of the Client's business or any part of it or an amalgamation merger or other reconstruction of the Client;  
10.2 the Services under the Contract are not automatically transferred; and

10.3 LR is offered the Services with the Client or any other person who as a result of the transfer, amalgamation, merger or other reconstruction is a transferee or successor to the Client on terms and conditions no less favourable than the terms of the Contract for a period not less than the unexpired term of the Contract.

## 11 Termination

11.1 The Contract may be terminated forthwith:

11.1.1 by either party if the other commits any material breach of any term of these Terms and Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same;

11.1.2 by LR if the Client fails to make payment of any sums due under the Contract on the due date;

11.1.3 by either party if the other convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the other party) for the purposes of and followed by amalgamation or reconstruction;

11.1.4 by either party if a receiver or administrative receiver is appointed over any of the property of the other;

11.1.5 by LR upon notice to the Client in the event that the Client or its employees or agents shall engage in any conduct prejudicial to the business of LR or in the event that LR considers that a conflict or potential conflict of interest has arisen between the parties; and

11.2 The Contract shall be deemed to be terminated:

11.2.1 unless otherwise agreed between the parties, upon expiry of any agreed fixed term;

11.2.2 where the Contract is for a specified purpose, by performance by LR in accordance with the Contract terms; and

11.2.3 in the case of a Contract where no fixed term has been agreed, upon expiry of one month's written notice by either party to the other.

11.3 Any termination of the Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

11.4 On termination of the Contract, and subject to the Client having settled all outstanding fees and an administration charge of £25 plus VAT together with any agreed courier or mailing charges, LR shall deliver up to the client all documentation and all data and other material belonging to the Client.

11.5 Upon termination of its registered office service, the Client shall advise LR of its new registered office address and the Client hereby irrevocably authorises LR to act as its agent to file its new registered office address with Companies House. If the Client fails to specify its new registered office address within 2 weeks from the date of termination, then LR shall be authorised thenceforth to return the Client's mail to sender.

## 12 Non-Solicitation

Throughout the term of the Contract and for a period of six (6) months thereafter (except with the prior written consent of LR), the Client shall not induce, solicit or employ (whether as an employee, agent, partner or consultant or any other form of employment or engagement) any employee of LR directly associated with the Contract and the provision of the Services or other management of the Contract or any significant part of it.

## 13 Data protection

The Client and LR agree to comply with all applicable data protection legislation including, without limitation, the Data Protection Act 1998 and any subsequent amendments thereto.

## 14 Notices

14.1 Any notice or other communications to be given by the Client to LR shall be in writing and may be:

14.1.1 delivered by hand to London Registrars Ltd, Suite A, 6 Honduras Street, London EC1Y 0TH;

14.1.2 sent by 1st class recorded delivery to the address in clause 14.1.1 above;

14.1.3 by facsimile transmission to 020 7608 1373; or

14.1.4 by email to peter@london-registrars.co.uk

14.2 Any notice or other communications to be given by LR to the Client shall be in writing to the address stated in the Contract (or to such other address as the Client may from time to time have notified for that purpose)

14.3 Communications shall be deemed to have been received, if delivered by hand, at the time of delivery; if posted, three (3) working days after posting; and if sent by facsimile transmission or email, at 9.00 am on the first working day after the date of transmission.

## 15 Assignment

Neither of the parties may sub-contract, assign, transfer or otherwise deal with its rights or obligations under the Contract without the prior written consent of the other.

## 16 Survival of terms

No term shall survive expiry or termination of the Contract unless expressly provided.

## 17 Third party rights

Pursuant to section 1(2)(a) of the Contracts (Rights of Third Parties) Act 1999 the parties intend that no term of the Contract may be enforced by any person who is not a party to the Contract.

## 18 Dispute resolution

18.1 The parties will each use their reasonable efforts to negotiate in good faith and settle any major or material dispute that may arise out of or relate to the Contract. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives, then the dispute shall be referred to the senior representatives nominated by the managing director of LR and the Client's managing director, who will meet in good faith in order to try and resolve the dispute.

18.2 If the dispute or difference is not resolved as a result of such meetings either party may (at such meeting or within ten (10) days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ('the Adviser') before resorting to litigation with costs shared equally.

18.3 If the parties fail to reach agreement in the structured negotiations within twenty one (21) days of the Adviser being appointed, either party may then refer any dispute to litigation.

18.4 Without prejudice to the matters set out in clauses 18.1 to 18.3, the parties are at liberty to use the European Commission's online dispute resolution platform (<http://ec.europa.eu/odr>) to refer any dispute that may arise out of or relate to the Contract, to an agreed alternative dispute resolution entity, provided that the Contract arises from services that were purchased online or by any other electronic means.

## 19 Waiver

No failure or delay by either party in exercising any of their rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 20 Entire agreement

These Terms and Conditions (together with any terms set out in the Contract, any Services Sheet or specification and/or Charges Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

## 21 Variation

No variation of the Contract or oral promise or commitment related to it shall be valid unless made in writing and signed by or on behalf of both parties.

## 22 Severability

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

## 23 Force majeure

23.1 If either party to the Contract is prevented or delayed in the performance of any of its respective obligations under the Contract by force majeure, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue.

23.2 For the purpose of the Contract 'force majeure' shall be deemed to be any cause affecting the performance of the Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to, the following: strikes, lockouts or other industrial action; civil commotion, riot, invasion, war threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; political interference with the normal operations; and software, power or equipment failure, including server crashes and virus attacks on equipment.

23.3 Upon occurrence of a force majeure event, the parties shall use reasonable endeavours to resolve and minimise any delay but at the discretion of LR, the Contract may be terminated without further liability.

## 24 Interpretation

24.1 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.

24.2 The headings to clauses are inserted for ease of reference only and shall not affect the construction of the Contract.

## 25 Definitions

In these Terms and Conditions, the following words shall have the following meanings.

'Charges Sheet' means any email, letter or other document setting out the applicable charges in respect of the Services;

'the Client' means any person or entity who has contracted with LR for the provision of services.

'the Contract' means the contract between LR and the Client (in whatever form) for the provision of the Services.

'Client Material' means any Documents or other materials, and any data or other information provided by the Client relating to the Services.

'Commencement Date' means the date of any contract between the Client and LR.

'Documents' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device (electronic or otherwise) embodying other data.

'LR' means London Registrars Ltd of Suite A, 6 Honduras Street, London EC1Y 0TH.

'LR Material' means any Documents or other materials, and any data or other information provided by LR in connection with or relating to the Services including any targeted press or mailing list.

'Particulars' means details of the Contract, including the agreed fees, set out under the head 'Particulars' in the Contract.

'the Services' means the agreed services set out under the head 'Services' in the Contract or the Services Sheet.

'Services Sheet' means any email, letter or other document setting out the Services agreed to be provided under or pursuant to the Contract;

'clause' means the clauses in these Terms and Conditions.

'parties' means the Client and LR and, where the context permits, includes their successors in title and 'party' shall mean any one of them.

## 26 English law and jurisdiction

The Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.