

**COMPANY SELECT (UK) TERMS & CONDITIONS
FOR
LEGAL, AUTHORISED, REGISTERED BUSINESS ADDRESS & FORWARDING SERVICES**

1. Application

1.1 We are quoting AND providing services on the assumption that You are a "Consumer" as defined in Clause 3 below.

1.2 You may only accept the quotation if You are a "Consumer". If You are not, the quotation will not be valid. In that case, please let Us know and We will try to provide a quotation for You as a non-"Consumer".

1.3 These Terms and Conditions apply to the supply of the services detailed in the quotation ("Services") by **Company Select (UK) Limited** a company registered in **England & Wales** under number **06717572**, whose registered office is based at : **Suite I, Business Development Centre, Stafford Park 4, Telford, Shropshire, TF3 3BA, United Kingdom.**

2. Information

2.1 We are required by the Regulations (as defined in Clause 3 below) to ensure that certain information is given or made available to You as a Consumer before We make our contract with You (i.e. before you accept Our quotation) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will ensure that We have made it available to You before You accept the quotation.

2.2 All of that required information, and any other information We give You about the Services or Ourselves which You take into account when deciding to accept the quotation or when making any other decision about the Services, will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

3. Interpretation

3.1 A "**Consumer**" means a consumer as defined in the Consumer Rights Act 2015. In relation to these Terms and Conditions, it means Our customer who is an individual and who receives the Services for the customer's personal use and for purposes wholly or mainly outside the purposes of any Business.

3.2 A "**Business**" means any business, trade, craft, or profession carried on by You or any other person/organisation.

3.3 The "**Regulations**" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.4 A "business day" means any day other than a Saturday, Sunday or bank holiday.

3.5 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

3.6 Words signifying the singular will include the plural and vice-versa.

4. Services

4.1 From the commencement date stated in the quotation and in return for payment of the Fees and any other documentation that may be required, We shall provide the Services to You.

4.2 We shall use reasonable care and skill in carrying out the Services and shall comply with any and all relevant codes of practice.

4.3 We shall use Our reasonable endeavours to complete the Services in the time stated in the quotation. However, that time is only Our estimate of the time needed, and if We take longer than estimated, and it is more than a reasonable time in all of the circumstances (including delay due to Force Majeure (see Clause 13 below), We will allow You an appropriate reduction in the Fees.

5. Your Obligations

If We need information, materials, consents or other things from You to provide the Services, You will need to provide them to Us or give Us access to them, and if You do not, We will not be liable to You if We delay or fail to provide the Services due to Your failure to comply with this Clause 5.

6. Fees

6.1 You shall pay Us the fees ("Fees") set out in the quotation for the Services.

6.2 In addition to the Fees, You shall pay Us reasonable incidental expenses for materials We use and for goods and / or services supplied to Us by third parties that We need to use to provide the Services.

6.3 You shall pay Us for any additional service provided by Us not set out in the quotation either at Our £125.00 hourly rate for that service which applies when We provide that service or at another rate if We agree another rate with You. Sub-Clause 6.2 also applies to those additional services.

6.4 Fees stated do not include vat and We are not VAT registered to claim any VAT and other taxes or levies which are imposed or charged by any competent authority.

6.5 Full payment for all work to be carried out for You will be paid on account, payable to Company Select (UK) Limited.

7. Quotation, Services, Contract and Variation

7.1 Whether or not Your enquiry/order for the Services is an *offer* to purchase the Services, Our quotation is Our response to Your enquiry/order but the quotation is *not an acceptance* by Us of Your enquiry/order.

7.2 The quotation We give to You is Our contractual *offer* to provide the Professional/Legal Services to You. Your acceptance of the quotation will be Your confirmation that You are a Consumer, and You may not accept it if You are not a Consumer. If and when You accept that offer in writing, it will be Your and Our agreement to the quotation and these Terms and Conditions, and there will then (from the time that You accept the quotation) be a legally binding contract between You and Us on those Terms and Conditions for Us to provide the Services in accordance with the quotation.

7.3 You may validly accept the quotation within **30 days** from the date of the quotation but You may not do so if, before You have accepted it, We tell you in writing it that We are withdrawing it.

7.4 If We or You do not wish to proceed with Your enquiry/order for any reason, We may withdraw the quotation and You may cancel or withdraw Your enquiry/order if You have not yet accepted (or have rejected) the quotation.

7.5 If You wish to vary any details of the Services, You must tell Us in writing as soon as possible. We shall tell you of any addition to the Fees that will be payable for the changes and will make the changes if We reasonably can do so. Only if You and We agree the changes and the addition (if any) to the Fees, will the Services be varied and We will then invoice You for the additional Fees (if any) agreed.

7.6 If at any time, due to circumstances beyond Our control, We have to make any changes in the Services or the arrangements relating to the provision of them, We shall tell You immediately. We shall keep any such changes to a minimum and will not increase the Fees, and We will try to ensure that the changes are not of any real significance to You. However, if the changes will be of real significance to You, You may cancel the Services as from the time that We tell You the changes will come into effect and You will not be liable for any Fees for any period after that time. We will not be liable to You if You cancel in those circumstances but We will refund any Deposit or other advance payment if it exceeds the Fees You have paid or are payable under the contract for the period up to the date the changes come into effect.

8. Payment / Non-Payment of Services

8.1 If You accept the quotation (see sub-Clauses 7.2 and 7.3), We shall invoice You immediately for the Fees for any work to be carried out by Us on your behalf.

8.2 You shall pay Us the Fees upon receipt of our invoice sent to you for payment.

8.3 If You do not pay Fees on time (as required by sub-Clause 8.2), We may, (without affecting our right to later terminate under sub-Clause 10.3.3)

8.5 You must make all payments in GBP unless We and You agree in writing to some other currency.

8.6 If You do not pay the outstanding Fees owed to Company Select (UK) Limited for Your Legal, Registered Business and Forwarding Services, Company Select (UK) Limited have a legal right and authority to change your business address from Suite I, Business Development Centre, Stafford Park 4, Telford, Shropshire, TF3 3BA to your recent residential address as provided upon registration. Once these changes have been made, your residential address will be visible on the Companies House's public register of companies.

9. Sub-Contracting

9.1 N/A

10. Termination

10.1 You may for any reason cancel any of the Services during the 14 day period after You accept the quotation for services quoted, but if the quotation includes any Services to be provided on any date/s falling before the end of that 14 day period and if You expressly request Us to provide those Services and We do so, You may not cancel the Services to be provided in that 14 day period, and You must pay for them as required by these Terms and Conditions. You may also during that 14 day period cancel any Services covered by the quotation which are to be provided either:

(a) after the end of that 14 day period; or

(b) during that 14 day period if they are Services which You have not expressly requested Us to provide in that 14 day period.

10.1.2 If all of the Services covered by the quotation have been fully provided within that 14 day period, You will lose the right to cancel those Services.



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10.1.3 If, as allowed by the Regulations (and this sub-Clause 10.1), You request that the Services to be provided are to be cancelled by You, - You must confirm this in any way convenient to You.

10.1.4 If You cancel as allowed as above, and You have already made any payment(s) to us for the Services, We will refund the payment(s) to You within 14 days of receiving Your cancellation less any amount due for those Services that We have already provided to You, and You will not have any liability to Us in relation to that cancellation except to pay for them as set out in sub-Clause 10.1.1.

10.2 If the right to cancel under the Regulations is available to You (as set out in sub-Clause 10.1), *You may choose to use either that right or, if the following circumstances apply, the following rights instead.* If the right under the Regulations is not or is no longer available, You may instead use any of the following rights where applicable as follows. You may terminate the provision of the Services and the contract at any time:

10.2.1 immediately if We fail to provide or We delay in providing the Services if that failure or delay is a breach of either these Terms and Conditions or of any requirement of the Consumer Rights Act 2015 or of any other applicable legislation. In that case we shall refund to You in full any deposit or other amount that You have paid us, and You will not be liable to Us for any Fees or other amount in respect of any Services We have provided or have yet to provide.

Sub-Clause 7.6 also contains a right for You to cancel the Services in the circumstances set out there.

11. Severance

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

12. Complaints

Whilst We use all reasonable endeavours to ensure that Your experience as Our customer is positive, We want to hear from You if You have any complaint about Our Services or any other complaint about Us or any of Our staff. Please raise any complaint with **Mrs. Yiasmin Freestone – Company Director** contactable at Our premises or by email at : yiasmin@companyselectuk.co.uk.

13. Law and Jurisdiction

13.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

13.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 12 above takes away or reduces your rights as a consumer to rely on those provisions.

13.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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