

## **Terms and Conditions of mail forwarding services – in plain English (V03.20)**

Any reference to “us”, “we” or “SFS” means Small Firms Services Limited.

Any reference to “you” or “your company” means the person or company or authorised person of the company for which the service is provided.

Any reference to “business” or “client” means the named business or personal user of the service if not a business.

Any reference to “company” or “director” also refers to LLP or LP and LLP member and LP member if applicable to your business type.

### **1. Description of Service**

We provide three types of mail forwarding service as follows –

**Service 1 – Registered Office** – to provide an address for use as a Registered Office Address for a UK registered Limited Company or Limited Liability Partnership. This service allows our address to be recorded at Companies House as the Registered Address and at HM Revenue and Customs. When purchasing this service the same company or LLP can use the address as the Directors or LLP Members service address for no additional charge subject to clause 7 of this document.

SFS will receive and forward government mail and legal papers served at this address for your company. The only mail that will be received and forwarded at this address is as follows –

- Companies House
- HM Revenue & Customs
- Other Government Departments that will only communicate via the registered office
- Clearly marked Legal Papers served at the registered office

Any other mail is classed as “trade mail”. At our discretion we will forward a maximum of 3 items of trade mail per company, each item will be marked with a warning that it is trade mail. Any further trade mail will be returned to sender.

**Service 2 – Virtual Address – Flexible Service** – this service covers all other items of mail not covered by Registered Office mail subject to these terms and conditions. The Flexible service is a limited service designed for light use, we therefore do not expect the number of items received per company to exceed **20 items** per month. In the event this limit is exceeded we will contact you to arrange a higher fee for the service. In the event a higher fee can not be agreed we reserve the right to terminate the service for “breach of terms and conditions”.

NOTE: The use of Service 2 does not permit our address to be used for Service 1 without making additional payment. If both services are required they must both be paid for.

**Service 3 – Virtual Address - Fixed Price Service** – this service includes the forwarding of Registered Office mail and general business mail up to 1kg in weight per item, subject to these terms and conditions. The Fixed Price service is a limited service designed for light use, and is limited by a set number of mail items received at our office during a maximum period of 12 months. The services expires at the end of 12 months or when the purchased number of mail items have been received and forwarded, whichever occurs first. In the event the purchased number of items is reached we will invite you to renew the service.

### **2. Fees for mailing services**

#### **Fees for Service 1 (Registered Office) only**

- a) All fees are payable in advance
- b) This is a fixed price service so no additional fees are charged during the year as long as we only receive items of mail specified as Registered Office Mail in clause (1).
- c) If you initially provide a UK forwarding address and then later change this to an overseas address a higher annual fee is payable.
- d) If you change your forwarding address during the 12 month service we reserve the right to charge a £10 plus vat administration fee to cover our administration costs.

#### **Fees for Service 2 (Flexible Service) only**

- a) All fees are payable in advance
- b) An Annual Fee is payable. Our quoted prices are for low user services as detailed in clause (1)
- c) A deposit must also be paid to cover postage and administration charges. We will notify you when this deposit is below £5 at which time you must top it up to avoid suspension of service. If the deposit held for your company is at zero no mail will be forwarded – after 7 days all mail will be returned to sender and the service cancelled as stated in to clause 5(c).

- d) If during a working week mail is forwarded for your company we will deduct a £1 plus vat admin fee plus postage costs where applicable from your mail deposit.
- e) Where possible items will be forwarded via the UK postal system. If an item requires any additional postage the cost will be deducted from the trade mail deposit held for your account.
- f) If we receive deliveries from services other than Royal Mail we reserve the right to charge a £5 plus vat fee to cover handling and repackaging. Onward postage will also be charged – all fees being deducted from your deposit.
- g) When several items are posted to you on the same day we will try to combine these items in one envelope to reduce postage costs to you. This is subject to our mail procedures and will incur a handling charge of £0.25 plus vat in addition to any admin fees applicable and will be deducted from your deposit.
- h) If you change your forwarding address during the 12 month service we reserve the right to charge a £10 plus vat administration fee to cover our administration costs.
- i) We reserve the right to refuse deliveries for items weighing in excess of 1kg
- j) Our mailing addresses should not be used for the delivery of goods for your company. We reserve the right to refuse goods deliveries or to return such deliveries to sender.

#### **Fees for Service 3 (Fixed Price Service) only**

- a) All fees are payable in advance.
- b) The service includes using our address as the registered office address at Companies House and for general business mail.
- c) We will receive mail at our office and forward to your address a set number of items as determined by the package purchased.
- d) Mail will be forwarded by first or second class post or Airmail for international customers.
- e) The service expires at 12 months or when the purchased number of items have been received at our office, whichever occurs first. When the service expires you must purchase a new service from SFS to continue receiving your mail.
- f) The maximum weight of a single item of mail is 1kg.
- g) We reserve the right to refuse deliveries for items weighing in excess of 1kg or we will contact the customer to arrange for additional postage to be paid and an administration fee of £10 plus vat per item.
- h) When several items are posted to you on the same day we may combine these items in one envelope on dispatch.
- i) If you change your forwarding address during the 12 month service we reserve the right to charge a £10 plus vat administration fee to cover our administration costs.
- j) Our mailing addresses should not be used for the delivery of goods for your company. We reserve the right to refuse goods deliveries or to return such deliveries to sender.
- k) We will contact you when your service expires and invite you to renew your service. This will be at the end of 12 months or when the purchased number of items have been received at our office and forwarded to you, whichever occurs first.

#### **3. How our Flexible Service addresses can be used**

In general our Flexible Service addresses are used on websites, letter heads, contact address, general correspondence, trade marks and patents. If you wish to use the address for another purpose please contact us to discuss. If you have only paid for a Registered Office service then you can only use the address as defined in Clause (1) Service 1.

Flexible Service addresses **cannot** be used –

- a) for receiving your trading goods or supplies. This includes goods sent to you by your suppliers or goods being returned to you by your customers.
- b) as a physical place of business address. For example, the UK tax office require a company to provide a “place of business” address when registering for vat. A place of business address is the physical location the business operates from. Our addresses must not be used for this purpose. You can inform the tax office to use our address for correspondence only.
- c) for any illegal activity.

Mail cannot be collected in person from any of our addresses without our express permission.

#### **4. Telephone numbers at our address**

Any telephone or fax number physically located\connected at our addresses or belonging to Small Firms Services Limited or its contractors can not be used in connection with your company. If you require a telephone service please contact us for information.

#### **5. Cancellation by us**

**Circumstances when no refund will be given when we cancel your service**

- a) If your company is in breach of any of these mail forwarding terms and conditions or our standard terms and conditions for supply of goods and services we reserve the right to cancel your service immediately without refund.
- b) If we are unable to contact you at your given address we reserve the right to cancel the service after 7 days of no contact.
- c) If we are supplying Service 2 (Flexible Service) and we have requested a deposit top up you will have 7 days to make payment. If the deposit is depleted in full (zero balance) we will stop forwarding mail and hold any further mail received for the next 7 days. After this period the service will be cancelled and any held mail will be returned to sender.
- d) If we have reason to believe our address is being used for any illegal activity we will immediately suspend the service and write to you (email is an acceptable form of writing) notifying you of our concerns and giving a deadline to contact us to avoid cancellation.
- e) If you fail to provide identification documents as detailed in clause 9 we reserve the right to cancel services without refund.

**Circumstances when we will give a refund when we cancel your service**

- f) We reserve the right to cancel services at any time. We will give at least 28 days notice where possible. For Services 1 and 2 we will refund any remaining unused days of the annual fee if paid in advance. Any remaining deposit will also be refunded. For service 3 we will calculate the refund based on the time left for the service to run until the service expires and the number of mail items forwarded, refunding the lower amount of the two. For example, if 6 months of the service has passed and one third of the purchased mail items have been forwarded a refund of half the fee will be paid.
- g) The method of refund is at our discretion and any bank charges incurred by us will be deducted from the amount being refunded.

We reserve the right to notify Companies House of the address we are forwarding to as the new registered office address for your business if you fail to provide an alternative registered office address within 7 days of cancellation of this service. Alternatively we will advise Companies House our address is no longer a valid address for the business.

Any mail received after a service has been cancelled will be returned to sender.

**6. Cancellation by you**

If you wish to cancel the service you must contact us in writing (email is an acceptable form of writing) to notify us of your intentions. Any outstanding fees must be paid prior to cancellation.

You must make alternative arrangements for your mail services. If cancelling a registered office service you must notify Companies House of your new address within 7 days or we will where possible inform them of the forwarding or contact address we hold on file for your company.

**Circumstances when no refund will be given when you cancel your service**

- a) Service 1 (Registered Office) is non-refundable in any circumstance when you cancel the service.
- b) Service 2 (Flexible Service) is non-refundable if there is less than two full months service remaining before renewal is due.
- c) Service 3 (Fixed Price Service) is non-refundable if you have added our address to Companies House or HMRC records or there is less than two full month's service remaining before expiry and renewal is due.

**Circumstances when we will give a refund when you cancel your service**

- d) Service 2 (Flexible Service) - if all fees are paid and up to date we will refund any full remaining months less one month's fee as a cancellation charge. If we hold a deposit in your favour in excess of £10 this will be refunded. Once a refund has been issued no further mail will be forwarded.
- e) Service 3 (Fixed Price Service) – If our address has not been used at Companies House or HMRC and no mail has been received for you we will refund any full remaining months less one month's fee as a cancellation charge.
- f) The method of refund is at our discretion and any bank charges incurred by us will be deducted from the amount being refunded.

**7. Directors Service Address**

We allow clients to use our addresses as the directors or LLP members service address (correspondence address) at Companies House only subject to the following conditions:

- a) Purchasing Service 1, 2 or 3 as outlined in clause 1 allows the same company or LLP to use our address as the directors service address for no additional charge.

- b) The director's service address must be recorded at Companies House with the first line of the address as the company name and then the second line as the premises name or number and street. Failure to do this will result in mail not being correctly identified by our staff.
- c) This free of charge service only includes official government mail as covered by the registered address service in clause 1. If you do not accept this restriction you must purchase a suitable service which includes non-government mail.
- d) This service is only available to UK registered limited companies and LLP's.
- e) Cancellation of service 1, 2 or 3 will also cancel this free director's service address.
- f) Mail will be forwarded to the same main forwarding address you have asked us to forward to. It will not be forwarded to a different address.
- g) From April 2018 we no longer offer the directors service address as a standalone service. You must purchase address service 1, 2 or 3 to use the additional free directors service address. This is a free service which replaces any paid for version of this service and is available to all clients.
- h) Prior to April 2018 the directors service address could be purchased on an annual basis for an annual fee. This previous version of the service is non-refundable when cancelled and will be replaced by the free version of the service if you renew your service after 01 April 2018.

## **8. Renewal of Services**

Services are renewable on an annual or bi-annual basis at our discretion at the prevailing rate at the time of renewal. Fixed Price Service is due annually or when purchased maximum number of items have been received at our office, whichever occurs first. We will contact you when the renewal becomes due and notify you of the current fee to retain the services. We reserve the right not to offer a renewal of service after each 6 or 12 month period.

## **9. Anti-Money Laundering Regulations and identifying yourself to us**

To receive our services you will be asked to provide us with details and documents that confirm your identity, company identity, persons connected to your company and any addresses or other contact details you have provided to us. No services will be activated until due diligence checks have been successfully completed, you are not permitted to use the service until we have confirmed completion of these checks.

We may, on demand, at any time during provision of the service, require specific original or certified copy documents (as appropriate) to confirm and verify details that you have provided us. Failure to provide such documents will result in termination of service after the stated notice period and without any refund. You must inform us immediately in writing (email is an acceptable form of writing) of any changes to your contact details or business structure or activity if applicable. Any such change may require further identification documents to be supplied within 7 days of request by SFS.

When a photo identity document such as a passport or driving licence expires we will request an up to date copy of this document is sent to us.

Intermediaries must read the following section specific to intermediaries requesting services on behalf of others.

We reserve the right to request new identity documents for existing clients at any time to ensure we maintain up to date records.

Persons identified as Politically Exposed Persons (PEP's) may be subject to enhanced due diligence checks.

In order to verify the contents of documents through an independent source we reserve the right to run soft identity checks where required to confirm information and document validity. This is not a credit check and has no impact on a person's credit worthiness. Acceptance of these terms and conditions includes granting us with permission to carry out soft searches as required. You must obtain the approval of all persons connected to the application before accepting these terms and conditions. For incorporated businesses this includes all directors, members, shareholders and PSC's. For unincorporated businesses this includes all partners and persons with significant control.

Some business activities are considered higher risk and will be subject to enhanced due diligence checks.

We are unable to return any identity documents to clients. Please only send us original documents if you are happy for us to retain them. If you are not happy for us to retain original documents you must send us correctly certified copies ensuring the certification is done as detailed on our website. If you are unsure who can certify a copy document please contact us. Original or certified documents will not be returned to you.

## **10. Intermediaries and persons purchasing our services on behalf of others**

If you place an order with us to use our services on behalf of another person or business then you will usually be considered an intermediary. As an intermediary we treat you as our customer in addition to the underlying

customer that is benefiting from using our services. Anti-money laundering regulations require us to verify the identity of the intermediary and understand the relationship between and intermediary and the customer benefiting from our service.

Persons and businesses acting in a professional capacity to assist their clients using our services must provide us with additional information. 'Acting in a professional capacity' includes any person or business offering the service of assisting the customer benefiting from the service with obtaining the service from us. For example an accountant, formation agent, business advisor, tax advisor or similar. Professional intermediaries are required to do the following before using our services:

- a) Declare themselves as an intermediary to us
- b) Provide full details of the person or business that is the intermediary
- c) Be regulated or supervised by an appropriate body with standards equivalent to those we are regulated by and provide those details to us
- d) Notify us of any changes to their regulated or supervised status

As a professional intermediary you must be regulated or supervised by an appropriate body. We are required to be supervised for AML by HMRC due to the services we provide so when an intermediary offers our services to their clients they are also offering the same services we offer and are therefore required to be supervised under the legislation. Our supervised status does not negate the need for an intermediary to be supervised.

If you are only assisting a friend or family member setting up a service with us we do not require you to be regulated or supervised but will ask you to explain the relationship between you. We may then ask you to identify yourself to us in addition to the underlying customer.

Failure to declare an intermediary relationship to us or to provide requested due diligence information and documents will result in refusal to supply services or cancellation of services that are currently in place for breach of terms and conditions.

#### **11. Handling and Security of your mail**

Whilst every reasonable effort is made to ensure your mail is forwarded on to your given forwarding address quickly and accurately it is possible that mail may be delayed or lost in the post on forwarding or incorrectly addressed. These events are rare and should be brought to our attention to investigate if identified.

We reserve the right to carry out checks on mail received through any of our addresses regardless of how they are addressed. These checks may involve opening post to check the contents if there are security concerns, concerns over the lawfulness of the contents or if we believe the item may be unwanted junk mail or for any other reasonable concern such as identifying the intended recipient. We rarely need to do this but if necessary, and the result of the check allows us to, we will reseal and forward the mail on promptly.

Where a service is supplied to a business name and mail is received addressed to a personal name or trading name without the known business name we will attempt to identify the correct business name. This may involve opening the mail to look for the business name or searching for the named person in our records. If we identify the a personal name is connected to a business we provide services to we will forward the mail. If this is not possible we will return the mail to sender as incorrectly addressed mail. We do not guarantee mail received in a personal name or trading name other than the business name provided will be forwarded. You should always use the name that has purchased the service from us in your address to prevent mail being rejected.

We do not accept any responsibility for mail not arriving at your forwarding address or for mail arriving late or damaged.

#### **12. Indemnity**

Due to the type of service we provide any compensation claim if accepted shall be limited in total to one month's service fee (one twelfth of the annual fee). We will not accept any compensation claim that is the result of consequential loss to your business and by accepting these terms you fully agree to indemnify us from any such claim. You also agree to fully indemnify us from any claim, for whatever reason, from a third party and that any such claims will be handled solely and completely between you and the third party.

#### **13. Change of Terms and Conditions**

These Terms and Conditions are subject to change without notice. For the most up to date version please visit our website [www.smallfirmsservices.com](http://www.smallfirmsservices.com) or contact us.