

## **Terms and Conditions of mail forwarding services – in plain English**

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.

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

We provide two 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 or Limited Partnership. This service allows our address to be recorded at Companies House and HM Revenue and Customs. 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 – Trade Mail** – this service covers all other items of mail not covered by Registered Office mail subject to these terms and conditions. The Trade Mail 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 will 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.

### **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 point (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 + vat administration fee to cover our administration costs.

#### **Fees for Trade Mail only**

- a) All fees are payable in advance
- b) When first ordering a one-off set up fee may be payable. This fee is only paid once unless the service is cancelled or suspended and you later request the service be reinstated.
- c) An Annual Fee is payable. Our quoted prices are for low user services as detailed in point (1)
- d) 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 trade 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).
- e) If during a working week mail is forwarded for your company we will deduct a £1 + vat admin fee plus postage costs where applicable from your mail deposit.
- f) 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.
- g) If we receive deliveries from services other than Royal Mail we reserve the right to charge a £5 fee to cover handling and repackaging. Onward postage will also be charged – all fees being deducted from your deposit.
- h) 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 + vat in addition to any admin fees applicable and will be deducted from your deposit.

- i) If you change your forwarding address during the 12 month service we reserve the right to charge a £10 + vat administration fee to cover our administration costs.
- j) We reserve the right to refuse deliveries for items weighing in excess of 1kg
- k) 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.

### **3. How our Trade mail addresses can be used**

In general our trade mail 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 point (1).

Trade Mail addresses **can not** 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 (Trade Mail) 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 point 8 we reserve the right to cancel services without refund.

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

- a) We reserve the right to cancel services at any time. We will give at least 28 days notice where possible and refund in full any remaining unused days of the annual fee if paid in advance. Any remaining deposit will also be refunded.
- b) 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 amend Companies House records to show the address we are forwarding to as the new registered office address for your company if you fail to provide an alternative registered office address within 7 days of cancellation of this service.

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 also 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 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 (Trade Mail) is non refundable if there is less than two full months service remaining before renewal is due.

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

- a) Service 2 (Trade Mail) - 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.
- b) The method of refund is at our discretion and any bank charges incurred by us will be deducted from the amount being refunded.

### **7. 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. We will contact you when the renewal becomes due to 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.

### **8. Identifying yourself to us**

To receive our services you may be asked to provide us with details that confirm your identity, company identity, any addresses you give us and other contact details you have provided to us. We may, on demand, at the beginning or any time during provision of the service, require specific original or copy documents (as appropriate) to confirm and verify details that you have provided us. Failure to provide such documents could result in immediate termination of service without notice or refund. You must inform us immediately in writing (email is an acceptable form of writing) of any changes to your contact details. Any change to your contact details may require further identification documents to be supplied within 7 days of request by SFS.

### **9. Indemnity**

Due to the type of service we provide any compensation claim 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 fully 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.

### **10. 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.sfsqo.com](http://www.sfsqo.com) or contact us.