

Terms and Conditions for a Reserved Company Name

These terms cover your use of our reserved company name service. Some words in these terms have a special meaning, and these are defined in clause 16.

1 Effect of these terms

- 1.1 By submitting an Order Form you are offering to subscribe to the Service on, and subject to, these terms, which take effect when we accept your order by sending you an email, fax or letter to that effect. An acknowledgement of your order does not constitute our acceptance of it. If we do not accept your order, we promptly inform you in writing and refund any charges that you have paid for the Service.
- 1.2 If you are renewing a subscription to the Service, your new subscription starts when your current subscription ends provided we have received the subscription renewal charge before then.

2 Cancellation

If you are an individual, rather than an artificial legal entity such as a company, and you are subscribing to the Service for a non-commercial purpose, you may be entitled to cancel your subscription by notifying us within the cancellation period. This starts when we notify you that we have accepted your order and ends eight working days later. Please send your cancellation notice by email to enquiries@duport.co.uk, or by fax to 0117 330 8911, or by letter to *Duport Associates Ltd, The Bristol Office, 2 Southfield Road, Westbury on Trym, Bristol. BS9 3BH*. However, we may begin performance of the Service once we have accepted your order, and once we do you lose your right to cancel.

3 The Service

- 3.1 Subject to the rest of these terms, and to your full compliance with them, once we have received payment in accordance with clause 6 we will:
 - Apply to register at Companies House a private company limited by shares under the Company Name ('the Company').
 - Provide a registered office for the Company.
 - Subscribe to the issued shares of the Company, and hold them as your nominee.
 - Provide a nominee director and a nominee company secretary for the Company.
 - Comply with all legal and regulatory requirements connected with the registration of the Company.
 - Maintain the Company as a dormant company.
 - Report the dormant status of the Company to HM Revenue & Customs, and maintain such records (including those required for taxation purposes) as the law requires of dormant companies.
 - Comply with all relevant statutory filing and reporting requirements.

- 3.2 The Company Name may not be available for registration at Companies House even if we have indicated that it is, because: (i) we rely on information provided by Companies House, and that information might be misleading; (ii) someone else's application to register the Company Name might be accepted before ours. We will notify you if it is not possible to register the Company Name, and you may choose an alternative name or have a full refund.

4 Transfer of ownership

- 4.1 At any time during your subscription to the Service, you may apply to have the issued shares in the Company transferred to you by submitting a Transfer Request Form and the then current transfer charge. Such a request constitutes a request for the retirement of the nominee director, and you must provide all the particulars and supporting documentation required for the appointment of at least one director.
- 4.2 Once we have received everything required by Clause 4.1, we will do all that we reasonably can to complete the transfer of the shares to you, the retirement of the nominee director, the appointment of the new director(s), and the filing of all relevant forms at Companies House, whereupon our obligations under these terms end.

5 Company name disputes

- 5.1 This Clause 5 applies if a third party asserts that the registration of the Company under the Company Name, the maintenance of the Company under that name, or our providing the Service in respect of the Company, infringes its rights in any name or trade mark or constitutes passing off, unfair competition, or any similar or related actionable wrong.
- 5.2 We will promptly inform you of the assertion and provide you with any information supplied to us in connection with it. Unless you then apply to have the issued shares in the Company transferred to you in accordance with Clause 4.1 within 7 working days, we will dissolve the Company and our obligations under these terms will come to an end.
- 5.3 You must deal with the assertion at your own expense.
- 5.4 We will provide the third party with a copy of these terms, and inform it that we have invoked this procedure, but we will not do anything further which may prejudice your negotiations.

6 Charges

- 6.1 You agree to pay us the charges quoted on the Order Form. You may pay online using a payment card or you may contact us to make other arrangements. If any additional charges are payable due to the method of payment you choose, these will be clearly identified before you commit yourself.
- 6.2 If you use a payment card, you represent and warrant that you are entitled to do so, that we will receive the full charges in cleared funds free of any charges or deductions (other than any we have agreed to under separate arrangements with a third party), and that neither the issuer of the card nor any intermediary will require us to return any of that money.
- 6.3 Your payment of the charges covers your use of the Service for one year from when we notify you that we have accepted your order. If you wish to continue using the Service after that, you must order a renewal of your subscription: if you do not do so we shall withdraw the Service.
- 6.4 We may send you either an actual or a pro forma invoice for the renewal charge as a reminder that your subscription is due to end. If we do, your payment of those charges constitutes an order for the

Service on, and subject to, our then current terms for the Service as they appear on our website.

6.5 References in these terms to any charges are to the relevant charges and all applicable VAT.

7 Your obligations

7.1 At our request, you must provide us with any information and supporting documentation we may reasonably require. In particular, to help us fulfil our obligations under the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003, you must provide satisfactory evidence of your identity and address.

7.2 Until the issued shares in the Company have been transferred to you, you must not use the Company or the Company Name for any purpose, including for the purpose of trade or in connection with any advertisements, financial transactions, guarantees or contracts.

7.3 You must inform us of any change to your contact details.

8 Duration of subscription

8.1 Unless brought to an end in accordance with these terms, your subscription to the Service, and our obligations under these terms, last for one year. This period ends immediately before the first anniversary of the date we notify you that we have accepted your order.

8.2 We may bring your subscription to an end and dissolve the Company if:

- You are in breach of these terms and that breach cannot be remedied; or
- You remain in breach of these terms more than 7 days after being notified: (i) that you are in breach, (ii) what the breach consists of, (iii) that you are required to remedy that breach; or
- You: (i) are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; (ii) are insolvent; (iii) are subject to an order or a resolution for your liquidation, administration, winding-up or dissolution otherwise than for the purposes of a solvent amalgamation or reconstruction; (iv) are declared bankrupt, or have a county court administration order made against you under the County Court Act 1984; (v) have an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of your assets; (vi) enter into, or propose, any composition or arrangement with your creditors generally; or (vii) are subject to any analogous event or proceeding in any applicable jurisdiction.

8.3 We may bring your subscription to an end at any time, without cause, by giving you at least 28 days' notice. If we do, we will refund a fair and reasonable part of any charges you have paid. Once we have served notice, unless you then apply to have the issued shares in the Company transferred to you in accordance with Clause 4.1 before the end of the 28 day period, we shall dissolve the Company.

8.4 If your subscription or our obligations end for any reason whatsoever, the following clauses continue to have full effect: 5.3, 8.3-8.4, and 9-16.

9 Limited Warranty

- 9.1 We will perform the Service with reasonable care and skill.
- 9.2 You choose the Company Name entirely at your own risk.
- 9.3 We do not give any assurance that the Company Name is available for registration as a company name at Companies House.
- 9.4 We do not give any assurance that the registration of the Company under the Company Name, the maintenance of the Company under that name, or the use of the Company Name will not infringe the rights of any third party.
- 9.5 All terms which might otherwise be implied are excluded. This includes any which would otherwise be implied by virtue of: any rule of law; the nature of the Service; any general commercial practices. In particular, any term which would otherwise be implied by sections 3, 4 or 5 of the Supply of Goods and Services Act 1982, and any similar term which would otherwise be implied by common law, is excluded.

10 Restriction of our liability

- 10.1 We have no liability for any of the following:
- any loss or damage which does not arise directly and in the ordinary course of events
 - any loss of revenue or profit, savings, reputation or goodwill
 - the consequences of any company name you have chosen being unavailable for registration with Companies House
 - the consequences of our exercising our rights under these terms
 - any loss or damage resulting from your failure to inform us of a change in your contact details.
- 10.2 The exclusions and restrictions of our liability in these terms cover all loss and damage of the kind described however it arises, even if it results from our negligence or from negligence for which we would otherwise be liable.
- 10.3 Our total aggregate liability in connection with your subscription and the performance (including the partial, late or non- performance) of the Service is limited.
- 10.4 As special exceptions, we do not exclude or restrict any liability we have: (i) for any personal injury resulting from negligence; (ii) under Section 2 of the Supply of Goods and Services Act 1982; (iii) under Part 1 of the Consumer Protection Act 1987 (iv) for fraud. These exceptions do not create any liability which we would not otherwise have.

11 Special remedies

- 11.1 If you fail to fulfil your obligations under these terms, in addition to any other right or remedy we may have, we may notify any appropriate authorities (which may lead to enforcement proceedings being brought against you) and/or dissolve the Company.

- 11.2 If we incur any costs or expenses, or have to pay anyone any compensation or costs, in connection with any claim by a third party in connection with your breach of these terms or an assertion covered by Clause 5, you must fully compensate and reimburse us (by way of an indemnity) within 30 days of being asked to do so. We may make multiple requests for payment in connection with any such claim, and our acceptance of a previous payment in connection with that claim does not relieve you from making any further payments which may be demanded.

12 Confidentiality

In this Clause 12, '**Company Information**' means all information supplied to us by you and relating to you, your subscription to the Service, and your reservation of the Company. We will keep any Company Information confidential, and we will use it only in connection with your subscription and the Service. However, we may disclose any Company Information: (i) in accordance with any legal requirement; (ii) to our lawyers for the purpose of obtaining legal advice; (iii) to those of our staff who are concerned with providing the Service.

13 Events beyond our reasonable control

We are not in breach of these terms, or liable to you in any way whatsoever, for failing or being late to perform any obligation under these terms to the extent that it is due to a cause beyond our reasonable control (which includes anything which is your fault or within your control).

14 Notices

- 14.1 To be valid, any notice given pursuant to these terms must be in writing and must be sent by fax, e-mail or recorded delivery post using:

- if the notice is sent to us, our contact details as shown in the [contact us](#) of our website at the time the notice is sent.
- if the notice is sent to you, your contact details in the Order Form or any new contact details of which you have notified us.

- 14.2 A notice takes effect at the start of the first day after it is sent (other than a Saturday or Sunday).

15 General

- 15.1 You will accept the performance of our obligations by a third party.
- 15.2 Neither these terms nor anything we do pursuant to them creates or gives rise to any trust.
- 15.3 Except where these terms expressly provide otherwise, they record the entire agreement between us in connection with your subscription, the Service, and any other matters mentioned in these terms. These terms cover all aspects of the Service, and all issues arising out of your use of it or our performance (including partial, late or non-performance). They bring to an end, and supersede, any pre-existing agreement between you and us concerning any of these things.
- 15.4 Neither you nor we have relied on any representation which is not recorded in these terms or will claim otherwise. This does not affect any liability or remedy for fraud.
- 15.5 An obligation to refrain from doing something (in whatever language that obligation is expressed) includes an obligation not to attempt or purport to do that thing, and an obligation not to permit or encourage any other person to do that thing.

- 15.6 Except where these terms expressly provide otherwise, the remedies provided for in these terms are in addition to the remedies provided by law or equity.
- 15.7 We may assign the benefit of our agreement with you to a third party without consulting you, but either we or that third party will notify you of such an assignment, either before or after it occurs.
- 15.8 You may not assign any right, benefit or interest in or arising out of these terms to any person, or hold any of these in trust for any person, without written permission from us.
- 15.9 Except where these terms expressly provide otherwise, they do not give anyone other than you, us and any permitted assignees any right to enforce them. You and we are entitled to exercise any right to rescind, terminate or vary these terms without the consent of any third party and without informing any third party.
- 15.10 Neither you nor we waive or otherwise forego any right to exercise or claim any right or remedy by reason of any delay in exercising or claiming that or any other right or remedy. Nor does any such failure or delay vary these terms, and neither you nor we will claim that it does.
- 15.11 If a court rules that any aspect of these terms is illegal, void or unenforceable, the rest continue to have effect as if that aspect had been omitted. But if any such aspect would be lawful and enforceable if some part of it were modified, it applies with whatever such modification is necessary to give effect, so far as is possible, to the commercial intention as recorded in these terms.
- 15.12 Except where these terms expressly provide otherwise, any amendment, waiver or variation of these terms is not binding on either party unless it is set out in writing, is expressed to amend these terms, and is signed on behalf of both parties.
- 15.13 These terms are subject to English law, and any dispute concerning or arising out of these terms, the Service, its performance (including partial, late and non- performance) or its use are subject to the exclusive jurisdiction of the English courts.

16 Interpretation

- 16.1 In these terms the following expressions have the following meanings:

'assurance' any condition or warranty, any term of any other nature, and any statement, indication or representation - in each case whether explicitly stated or implied for any reason, including by virtue of any rule of law (including statute), the nature of the Service, any previous transactions you may have had with us, any circumstances, or any general commercial practices.

'the Company' means the company registered at Companies House pursuant to Clause 3.1.

'Companies House' means the body responsible for the registration of companies in England and Wales, whose main office is at Crown Way, Maindy, Cardiff, CF14 3UZ.

'Company Name' means the company name you have chosen, as indicated on the Order Form.

'Order Form' means your order (in the form made available by us through our website and submitted online through our website or printed out and submitted by fax or post) for the Service.

'Service' means the services described in clause 3.

'Transfer Request Form' means your request (in the form made available by us through our website and submitted online through our website or printed out and submitted by fax or post) for the transfer to you of all the issued shares in the Company.

'may' indicates that a party is entitled to do (or not do) something. It does not impose an obligation.

'must' includes an obligation which you agree to fulfil.

'our website' means our website at www.duport.co.uk.

'we' means Duport Associates Limited, a company registered in England under company number 03479577, and **'us'** and **'our'** are to be construed accordingly.

'will' denotes an obligation.

'you' means the individual, company or other organisation identified on the Order Form as ordering the Service, and **'your'** is to be interpreted accordingly.

- 16.2 Use of either the singular or the plural includes the other, and references to any gender include all genders.
- 16.3 References to you or us include any permitted successors and assigns.
- 16.4 References to statutory provisions include those statutory provisions - and any subordinate legislation - as they may be amended or re-enacted from time to time.
- 16.5 The use of the word **'including'** and the phrase **'in particular'** are only intended to illustrate specific examples. The use of these words and examples does not restrict the scope of any aspect of these terms in any way whatsoever.
- 16.6 Where used as a reference to a contractual provision, **'term'** includes conditions, warranties and other terms of any nature whatsoever.
- 16.7 References to any gender include all genders.
- 16.8 Words in the singular include the plural and words in the plural include the singular.
- 16.9 Any provision of these terms is a continuing one, and notwithstanding the use of the present tense it is not limited to the time at which these terms are made.
- 16.10 The headings in these terms are for ease of reference only and do not affect their interpretation.