

## HOXTON MIX VIRTUAL OFFICE ADDRESS TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF **CLAUSE 8 (LIMITATION OF LIABILITY)**.

### 1. Interpretation

The following definitions and rules of interpretation apply to these Conditions:

#### 1.1 Definitions:

**Address:** 86-90 Paul Street, London, EC2A 4NE.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 7 (*Charges, fees and payment*).

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.5.

**Contract:** the contract between Hoxton Mix and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Customer or you:** the person or firm who purchases Services from Hoxton Mix.

**Customer Default:** has the meaning set out in clause 4.2.

**Key Facts Document:** the document titled "*Key Facts Document: Virtual Office Address*" provided by Tide which includes additional terms and conditions which apply to the Services and form part of the Contract.

**Mail:** any item of post including letters, parcels, brochures, packages and correspondence sent.

**Services:** the services supplied by Hoxton Mix to the Customer as set out in the *Key Facts Document*.

**Hoxton Mix:** The Hoxton Mix Limited, a company registered in England and Wales with company number 07212205 and having its registered office at 86-90 Paul Street, London, EC2A 4NE.

**Tide:** Tide Platform Limited.

**Website:** The website of Hoxton Mix at [www.hoxtonmix.com](http://www.hoxtonmix.com).

#### 1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes fax and email.
- (d) The Key Facts Document forms part of the Contract.

### 2. Basis of contract

**2.1** The Contract shall come into force on the date the customer's company is incorporated with Companies House via the Tide company formations service (the "**Commencement Date**").

**2.2** Any descriptive matter or advertising issued by Hoxton Mix or Tide and any descriptions contained on the Website, are issued or published for the sole purpose of giving an approximate idea of the Services. Except for the Key Facts Document, they shall not form part of the Contract or have any contractual force.

**2.3** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **3. Supply of Services**

**3.1** Hoxton Mix shall supply the Services to the Customer in accordance with these Conditions and the Key Facts Document in all material respects.

**3.2** Hoxton Mix and Tide (on its behalf) reserves the right to amend these Conditions and the Key Facts Document if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Hoxton Mix or Tide (on its behalf) shall notify the Customer in any such event.

### **4. Customer's obligations**

**4.1** The Customer shall:

- (a) co-operate with Tide and Hoxton Mix in all matters relating to the Services;
- (b) comply with and co-operate with all requests by Tide or Hoxton Mix for information, documentation and evidence to enable Hoxton Mix to carry out due diligence in accordance with the relevant money laundering legislation;

(c) notify Tide and Hoxton Mix if there is a material change to its business including specifically (but without limitation):

- (i) a change of the directors or other similar officer;
- (ii) a change to the shareholder, beneficial owners or persons of significant control;
- (iii) a change to the business activities;
- (iv) a change of particulars for any director, officer, beneficial owner, shareholder or person of significant control;

(d) provide Hoxton Mix or Tide with such information as Hoxton Mix or Tide may require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) comply with all applicable laws including without limitation the Companies Act 2006; and

(f) comply with any additional obligations as set out in the key facts document.

**4.2** If Hoxton Mix's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Hoxton Mix or Tide (on its behalf) shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default

- prevents or delays Hoxton Mix's performance of any of its obligations;
- (b) Hoxton Mix and Tide shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Hoxton Mix's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - (c) the Customer shall reimburse Hoxton Mix or Tide (on its behalf) on written demand for any costs or losses sustained or incurred by Hoxton Mix arising directly or indirectly from the Customer Default.

## **5. Physical Mail Handling Conditions**

**5.1** The Services include virtual office mail handling (including scanning and email forwarding). The following conditions apply:

- (a) mail delivered must be addressed to 86-90 Paul Street, London EC2A 4NE and bear the full name of the name of the Customer;
- (b) mail will be delivered as soon as reasonably practical and, in any event, no later than 48 hours from the date of receipt, and will be forwarded by electronic scan and email (or such other means as may be specified in the Key Facts Document from time to time); and

## **6. Exclusions and Restrictions**

**6.1** The Customer must not use the Services for the purpose of:

- (a) vehicle registration or management, including with the DVLA;
- (b) any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material;

- (c) any use of the address on WayBills or export documentation, or other official customs declarations;
- (d) multiple company names and/or trading names cannot be applied to a single subscription; and
- (e) Google My Business, as guidelines state that virtual offices are not considered service-area businesses and that you need to have the office staffed during business hours.

**6.2** In any of the circumstances described above, Hoxton Mix reserves the right to return the relevant items and/or dispose of it. In addition:

- (a) in the event that items are addressed in such a way that the we are able to positively verify that it is addressed for you, we reserve the right to open such mail to determine for whom it is intended or in the alternative, return it to the sender.
- (b) Hoxton Mix will endeavour to ensure that parcels are handled with consideration; however, we cannot offer guarantees or compensation for items which may be damaged in transit.

**6.3** We reserve the right in our absolute discretion to withhold from email forwarding and/or to pass to any relevant authority any mail delivered to you, without notice to you.

## **7. Charges, fees and payment**

**7.1** The Charges for the Services shall be collected by Tide.

**7.2** The Services are strictly non-refundable. There shall be no refunds or credits for partial months of the Services, upgrade/downgrade refunds, or refunds for months unused with an active account.

- 7.3** Tide shall bill the Customer in accordance with the terms set in the Key Facts Document.
- 7.4** The Services are billed in advance on a monthly basis, as set out in the Key Facts Document.
- 7.5** All amounts payable by the Customer under the Contract are inclusive of amounts in respect of value added tax chargeable (**VAT**).
- 7.6** If the Customer fails to make a payment due to Tide by the due date, then the service may be cancelled as set out in the Keys Facts Document.
- 7.7** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE AS IT IMPACTS ON YOUR ABILITY TO BRING A CLAIM AGAINST HOXTON MIX.**
- 8.1** Hoxton Mix has been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover Hoxton Mix has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 8.2** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.3** Subject to clause 8.2, Hoxton Mix's total liability to the Customer shall not exceed £1,500. Hoxton Mix's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 8.4** This clause sets out specific heads of excluded loss and exceptions from them. The following types of loss are wholly excluded:
- (a) loss of profits;
  - (b) lost, stolen, damaged, late or otherwise misdirected or mishandled items of mail;
  - (c) loss of sales or business;
  - (d) loss of agreements or contracts;
  - (e) loss of anticipated savings;
  - (f) loss of use or corruption of software, data or information;
  - (g) loss of or damage to goodwill;
  - (h) indirect or consequential loss;
- 8.5** This clause 8 shall survive termination of the Contract.
- 9. Termination**
- 9.1** Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party written notice in accordance with the Key Facts Document.
- 9.2** The Contract will terminate immediately when the Customer closes its Tide current account associated with the Services.

**9.3** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
- (b) the Customer fails to comply with reasonable requests for information, evidence or documents relating to the obligations Hoxton Mix has under anti money laundering and similar legislation; or
- (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**9.4** Without affecting any other right or remedy available to it, and notwithstanding any provision of the Key Facts Document, Hoxton Mix reserves the right to terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Customer.

**9.5** Without affecting any other right or remedy available to it, Hoxton Mix may suspend the supply of Services under the Contract or any other contract between the Customer and Hoxton Mix if the Customer becomes subject to any of the events listed in clause 9.3(a) to clause 9.3(c), or Hoxton Mix reasonably believes that the Customer is about to become subject to any of them.

## **10. Consequences of termination**

**10.1** On termination of the Contract, the Customer may no longer use the Address and the Customer must immediately remove reference to the Address from any marketing literature, stationary, websites or similar material forthwith;

**10.2** Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**10.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**10.4** This clause 10 shall survive termination of the Contract.

## **11. General**

**11.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **11.2 Assignment and other dealings.**

- (a) Hoxton Mix may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with

any of its rights and obligations under the Contract without the prior written consent of Hoxton Mix.

**11.3 Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
  - (ii) as may be required by operation of law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**11.4 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings

between them, whether written or oral, relating to its subject matter.

- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

**11.5 Variation.** Except as provided in Clause 3.2, the Contract, the Key Facts Document and these Conditions can be amended by Hoxton Mix unilaterally by providing 30 days' notice. The changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify Hoxton Mix or Tide that you do not accept the changes. If you do notify us that you do not accept the changes, your notification will be deemed to be a notice that you wish to terminate the Contract on the date the changes are due to take effect

**11.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**11.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**11.8 Notices.**

- (a) The Customer agrees and consents to electronic receipt of all notices and communications under or in Connection with the Contract.
- (b) Hoxton Mix or Tide (on its behalf) will normally provide notices and communication to the Customer by sending a message through the Tide business banking platform, accessible via mobile app or the Tide website (tide.co). Hoxton Mix or Tide may also communicate with the Customer via post to the addresses, via email to the email addresses, via SMS and phone call to the mobile phone numbers and via phone call to the landline numbers provided to Tide, as the same are updated from time to time.
- (c) Notice provided by the Customer will only be valid if it is sent to Hoxton Mix or Tide either by a message through the Tide business banking platform, by email to [complaints@tide.co](mailto:complaints@tide.co),

hello@tide.co or other person who is dealing with said matter at Tide, if available, or via post to Tide's address. If applicable, the Customer notice will be deemed received on the same working day it is received if before 17:00 London time or if not, the next working day.

- (d) This clause does not apply to the service of any proceedings; or other documents in any legal action or, where applicable, any other method of dispute resolution.

**11.9 Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**11.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**11.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.