

WISTERIA LTD – ADDITIONAL TERMS & CONDITIONS RELATING TO THE SUPPLY OF ECOMMERCE SERVICES VIA THE WISTERIA FORMATIONS WEBSITE

Please read the following Terms and Conditions carefully. They contain important information about your rights and obligations. We recommend you print out these Terms and Conditions from the Website by clicking on the print icon on your browser and keep them for your future reference.

1. About us and these Terms and Conditions

1.1 "We", "our" and "us" are Wisteria Limited, a company registered in England with registered number 04363204 with its registered office at: The Grange Barn, Pikes End, Pinner, London, HA5 2EX.

1.2 Wisteria Formations is the name that Wisteria Chartered Accountants uses to describe the Services and the Ancillary Services.

1.3 These Terms and Conditions govern the supply of the Service by us to you on the www.wisteriaformations.co.uk website ("**the Website**"). Further details of the Service can be obtained by reviewing the Website or contacting us.

1.4 When you submit an Order (as defined below) for the Service (as defined below), you agree to be bound by these Terms and Conditions, together with the website Terms and Conditions and Privacy Policy in force at the time of your Order, once we accept your Order.

1.5 These Terms and Conditions V002 were most recently updated on 02 January 2015.

1.6 In these Terms and Conditions:

1.6.1 "**Ancillary Services**" means in relation to the company incorporated using the Service, the company secretarial service provided by Wisteria Registrars Limited and the following services provided by Wisteria Limited:

1.6.1.1 the provision of an electronic memorandum and articles of association, electronic certificate of incorporation, electronic company register, and electronic share certificates;

1.6.1.2 the provision of an introduction to a bank (if required);

1.6.1.3 the provision of the registered office service;

1.6.1.4 the provision of a company seal;

1.6.1.5 the provision of a company register;

1.6.1.6 the provision of an incorporation certificate;

1.6.1.7 the provision of printed share certificates;

1.6.1.8 the provision of a bound copy of the memorandum and articles of association of the company;

1.6.1.9 the provision of the PAYE registration service

1.6.1.10 the provision of the VAT registration service;

1.6.1.11 the provision of the one hour tax and accountancy advice meeting; and

1.6.1.12 the provision of the notarisisation service.

1.6.2 "**Breach of Duty**" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

1.6.3 a "**Business Day**" means a day which is neither (a) a Saturday or Sunday nor (b) a public holiday or bank holiday in England;

1.6.4 the "**Contract**" means your Order of the Service in accordance with these Terms and Conditions which we accept in accordance with clause 4.4 below. If you use the Service more than once, each time the Service is used a separate Contract will be formed;

1.6.5 "**Identity Documents**" those documents which we request that you provide to assist us in identifying you and any officer or shareholder of the proposed company for the purposes of the UK anti-money laundering legislation and any other information or documentation that we may require from you to satisfy us of your identity or of the identity of any officer or shareholder of the proposed company;

1.6.6 "**Liability**" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with a Contract, including, without limitation, liability expressly provided for under that Contract or arising by reason of the in validity or unenforceability of any term of that Contract (and for the purposes of this definition, all references to "Contract" shall be deemed to include any collateral contract);

1.6.7 "**Order**" means the request (in any form agreed by us at our sole discretion) submitted by you to us via the Website for the supply of the Service;

1.6.8 "**Service**" means the online formation of a company supplied by us (such company being a private company limited by shares and registered at Companies House) but excludes the Ancillary Services;

1.6.9 "**Wisteria Chartered Accountants**" and "**Wisteria Formations**" are the trading names for Wisteria Limited (company number 04363204) and Wisteria Registrars Limited (05918838), both of which are companies registered in England with their registered office at Camrose House, 2A Camrose Avenue, Edgware, Middlesex, HA8 6EG and Wisteria Limited having the VAT number:788 7834 47;

1.6.10 "**you**" means a customer who places an order for the Service;

1.6.11 any requirement to pay "us" or provide "us" with your payment details shall include a requirement to pay any agent that we may use from time to time to collect payment on our behalf and to provide such agent with your payment details;

1.6.12 references to "clauses" are to clauses of these Terms and Conditions unless expressly stated otherwise;

1.6.13 headings are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;

1.6.14 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership; and

1.6.15 references to "includes" or "including" or like words or expressions shall mean without limitation.

2. Incorporation of Terms

2.1 These Terms and Conditions incorporate the following clauses set out in the Standard Terms and Conditions of Business of Wisteria Limited (company number 04363204):

2.1.1 clause 2 (Client Identification)

2.1.2 clause 3 (Commissions and Other Benefits);

2.1.3 clause 4 (Complaints);

2.1.4 clause 5 (Confidentiality);

2.1.5 clause 6 (Conflicts of Interest);

2.1.6 clause 7 (Data Protection);

2.1.7 clause 9 (Electronic and Other Communication);

2.1.8 clause 16 (Investment Advice (Including Insurance Mediation Services));

2.1.9 clause 19 (Limitation of Third Party rights);

2.1.10 clause 22 (Reliance on Advice); and

2.1.11 clause 23 (Retention of Papers).

2.2 In the event of any conflict between the provisions set out in these Terms and Conditions and the clauses set out in the Standard Terms and Conditions of Business of Wisteria Limited incorporated into these Terms and Conditions pursuant to clause 2.1, then the provisions of the conflicting provision(s) in the Standard Terms and Conditions of Business of Wisteria Limited shall be deemed not to apply so far as they are inconsistent with the provisions expressly stated in full in these Terms and Conditions.

3. Provision of Service

3.1 Our provision and your use of the Service and/or the Website are subject to these Terms and Conditions.

3.2 We may supply the Service with updates, modifications or improvements incorporated into them and we reserve the right to temporarily suspend the Service if in our reasonable opinion it becomes necessary to amend the Service to include specific updates, modifications or improvements.

Company number: 4363204 **Vat number:** 788 7834 47

Registered to carry on audit work in the UK & Ireland by the Institute of Chartered Accountants in England & Wales. Wisteria Ltd is registered in England & Wales.

A list of directors and their qualifications can be found on our website at www.wisteria.co.uk. Registered with The Chartered Institute of Taxation as a firm of Chartered Tax Advisers.



3.3 We do not warrant that the Service will be uninterrupted or error-free or that it will meet your individual requirements. We are not responsible for the Ancillary Services or any other services not expressly stipulated in the Contract. Except for any matter upon which we specifically agree in writing with you to advise or do, we shall not be responsible or have any Liability for advising on, or failing to advise on, or doing, or failing to do, anything else (including on any laws, rules, regulations, by-laws or codes of practice).

3.4 We do not warrant that the Website will be compatible with all hardware and software which you may use. Although we may put in place security measures for your protection, we shall not be liable for damage to, or viruses or other code that may affect, any computer equipment, software, data or other property as a result of your access to or use of the Website or your obtaining any material from, or as a result of using, the Website. We shall also not be liable for the actions of third parties in breaching any security measures.

3.5 We shall use our reasonable endeavours to perform our obligations within any timescales set out in the Contract, but we shall not have any Liability for any delays or failure to accurately perform any obligations:

3.5.1 if we have used those endeavours; or

3.5.2 if caused by any failure or delay on your part or your employees, agents, contractors or by any breach by you of the Contract.

3.6 When making an Order on the Website, you must follow the instructions on the Website as to how to make your Order and for making changes to your Order before you submit it to us.

3.7 You shall ensure, and hereby warrant and represent, that any company name chosen by you:

3.7.1 does not infringe and is not likely to infringe the intellectual property rights of any third party; and

3.7.2 does not constitute and is not likely to constitute any breach of confidence, passing off or actionable act of unfair competition.

3.8 You hereby indemnify us, Wisteria Limited and Wisteria Registrars Limited, and agree to keep us, Wisteria Limited and Wisteria Registrars Limited indemnified, against all losses and Liability (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, damages, claims, demands, proceedings, costs, expenses, penalties, legal and other professional fees and costs) which may be suffered or incurred by us, Wisteria Limited or Wisteria Registrars Limited and which arise directly or indirectly in connection with, or arising out of, a breach by you of any of clause 3.7.

3.9 Wisteria cannot be held responsible for HMRC's rejection of your VAT or PAYE registration application

3.10 Any service we provide may require you to provide us with additional information to complete the process. Should you be unable or unwilling to provide this information, we reserve the right to make a charge in full for any work completed at the rates stipulated with Wisteria's Standard Terms and Conditions, with no entitlement to any refund in the case that the service remains incomplete.

4. Making an Order using the Service

4.1 Your Order remains valid as an offer until when we accept your Order or if earlier when we have become aware that you are revoking your Order.

4.2 Unless expressly stating that we accept your Order, an email, letter, fax or other acknowledgement of your Order by us is purely for information purposes and does not constitute acceptance of your Order. In an acknowledgement, we may give you an order reference number and details of the Service and Ancillary Services you have ordered from Wisteria Chartered Accountants.

4.3 The Contract shall be formed and we shall be legally bound to supply the Service to you, if and only when:

4.3.1 we are in receipt of cleared funds in accordance with clause 5.1; and

4.3.2 we are in receipt of your Identity Documents; and

4.3.3 we have accepted your Order in accordance with clause 4.4.

4.4 Acceptance shall take place when we expressly accept your Order by email, letter or fax to you, stating that we are accepting your Order. Our acceptance shall be deemed to come into effect when it has been despatched by us. Without affecting your obligation to pay us earlier, we may send an invoice to you at any time after we have accepted your Order.

4.5 Until the time when we accept your Order, we reserve the right to refuse to process or accept your Order for any reason including (but not limited to) unavailability of a company name and you reserve the right to cancel your Order. If we or you have cancelled your Order before we have accepted it, then we will promptly refund any payment already made by you or your payment card company to us for the Order of the Product.

4.6 The Contract shall be formed when we accept your Order by receiving:

4.6.1 payment in cleared funds; and

4.6.2 the Identity Documents.

4.7 We may send a confirmatory invoice to you at any time after your Order.

4.8 If you discover you have made a mistake with your Order after you have submitted it to us, please contact formations@wisteria.co.uk or call 020 8429 9085 immediately.

5. Payment

5.1 You shall pay for the Service in full at the time of ordering by supplying us with your payment card details from a payment card company acceptable to us, which we require in order to process your Order. Alternatively, you may pay by any method that we have said is acceptable to us, but in any event (unless otherwise agreed by us in writing) we shall not be bound to supply the Service before we have received cleared funds in full.

5.2 If you are asked for details of a payment card, you must be fully entitled to use that card. The card must have sufficient funds to cover the proposed payment to us.

5.3 You undertake that all details you provide to us for the purpose of obtaining the Service will be correct, that the payment card or other method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Service. We reserve the right to obtain validation of your payment details before supplying the Service.

5.4 All cancellations and amendments to your order of the Services, or request for a refund must be made through Wisteria in writing, by facsimile or in email, and are subject to the conditions set out in the Cancellation Policy below:

5.4.1 You will be able to cancel your order to incorporate your company at any time if you request to do so prior to the incorporation documents being submitted to Companies House. Please note that you will only be entitled to a refund if we have not commenced work on the Companies House incorporation forms.

5.4.2 You will be able to cancel your order to purchase a company seal; company register; share certificates; memorandum and articles of association; or any other item or service (besides the above) purchased on our website and you will be entitled to a refund for this item or service as long as the item purchased has not already been produced or work commenced in respect of any service.

6. Limitation of Liability

6.1 This clause 6 prevails over all other clauses and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:

6.1.1 the performance, non-performance, purported performance or delay in performance of the Contract or the Service or Website (or any part of it or them); or

6.1.2 otherwise in relation to the Contract or the entering into or performance of the Contract.

6.2 Nothing in the Contract shall exclude or limit our Liability for (i) the tort of deceit; (ii) death or personal injury caused by our Breach of Duty; (iii) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and



Services Act 1982; or (iv) any other Liability which cannot be excluded or limited by applicable law.

6.3 In performing any obligation under the Contract, our only duty is to exercise reasonable care and skill.

6.4 We do not warrant and we exclude all Liability in respect of the completeness, fitness for purpose or legality of any information accessed using the Service or Website; and we exclude all Liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.

6.5 Save as provided in clause 6.2, we do not accept and hereby exclude any Liability for Breach of Duty other than any such Liability arising pursuant to the terms of a Contract.

6.6 Save as provided in clause 6.2, we shall have no Liability for:

- 6.6.1 loss of revenue;
- 6.6.2 loss of actual or anticipated profits;
- 6.6.3 loss of contracts;
- 6.6.4 loss of the use of money;
- 6.6.5 loss of anticipated savings;
- 6.6.6 loss of business;
- 6.6.7 loss of operation time;
- 6.6.8 loss of opportunity;
- 6.6.9 loss of goodwill;
- 6.6.10 loss of reputation;
- 6.6.11 loss of, damage to or corruption of data; or
- 6.6.12 any indirect or consequential loss;

and such Liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 6.6.1 to 6.6.11 apply whether such losses are direct, indirect, consequential or otherwise.

6.7 Save as provided in clause 6.2 our total Liability to you or any third party shall in no circumstances exceed, in aggregate, a sum equal to the greater of (a) £[100]; or (b) [110]% of any aggregate amount paid or otherwise payable by you to us in respect of, connected to, or arising out of the Contract or any goods or services provided under it in respect of which you are making a claim.

6.8 The limitation of Liability under clause 6.7 has effect in relation both to any Liability expressly provided for under a Contract and to any Liability arising by reason of the in validity or unenforceability of any term of such Contract.

7. **General**

7.1 We shall keep a record of your Order and these Terms and Conditions until six years after we have accepted your Order. However, for your future reference, we advise you to print and keep a copy of these Terms and Conditions and the documents referred to in them, your order and any e- mail or written acknowledgement that we make.

7.2 These Terms and Conditions, together with the website Terms and Conditions, Privacy Policy and the price agreed between you and us, contains the entire agreement between you and us in relation to the Contract. These Terms and Conditions apply to the exclusion of any contracts or terms submitted, proposed or stipulated by you.

7.3 For the avoidance of doubt these Terms and Conditions do not incorporate the following clauses set out in the Standard Terms and Conditions of Business of Wisteria Limited (company number 04363204):

- 7.3.1 Clause 1 (Applicable Law);
- 7.3.2 Clause 8 (Disengagement);
- 7.3.3 Clause 10 (Fees and Payment Terms);
- 7.3.4 Clause 12 (Implementation);
- 7.3.5 Clause 13 (Intellectual Property Rights);
- 7.3.6 Clause 14 (Interpretation);
- 7.3.7 Clause 15 (Internal Disputes within a Client);
- 7.3.8 Clause 17 (Lien);
- 7.3.9 Clause 18 (Limitation of Liability);
- 7.3.10 Clause 20 (Period of Engagement and Termination);
- 7.3.11 Clause 21 (Professional Rules and Statutory Obligations).

7.4 No failure or delay by either party in exercising any right under the Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish your or our rights under the Contract.

7.5 If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as the Terms and Conditions shall be capable of continuing in effect without the unenforceable term.

7.6 You shall not assign or transfer or purport to transfer or assign the Contract to any other person.

7.7 Nothing in the Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

7.8 Save in respect of Wisteria Limited and Wisteria Registrars Limited (which shall have third party rights), a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of the Contract.

7.9 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by English law and you hereby submit to the exclusive jurisdiction of the English courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

02 January 2015

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