



Your Account

Please complete and return this form along with the requested due diligence documents to comply with legislation. Once completed, please return this information to jd@downes.com.

About your business

Business name
or full personal name if individual

Principal address of business
or residence if individual

Type of company (individual, LTD, LLP, etc.)

Nature of business activity

Business website

Business email address

Business phone number

Director/shareholder details

Full name, including any middle names

DOB

Position held at the company

Email address

Phone number

National Insurance number

Current residential address

Time at residential address

If the time spent at the above residential address is less than 3 years, please provide additional addresses for a 3-year period.

Previous residential address

Time at residential address



Company contacts

Please provide details of each post recipients. We do not accept parcels.

Each person specified must provide proof of identification (a passport or driver's license) and proof of residential address (dated within the last 3 months: a utility bill, council tax bill, bank statement, or credit card statement).

Please provide the full names, addresses, and telephone numbers of any persons receiving or having mail forwarded.

Full name 1

Full residential address 1

Full telephone number 1

Full name 2

Full residential address 2

Full telephone number 2

Full name 3

Full residential address 3

Full telephone number 3

Disclosure

We provide the following services (The Services):

1. Virtual Office

- 1.1. Allowing full use of our office address, 21 Ellis Street, London, SW1X 9AL – for the purposes of Companies House registration, HMRC, and any other business-related mail activities.

2. Mail forwarding

- 2.1. Opening and scanning mail for email forwarding.
- 2.2. Physical mail forwarding.
 - 2.2.1. This service is charged at an additional £1.50 per item.

We do not accept any mail from the DVLA. We do not send or forward marketing mails or spam.

Please advise us if you are expecting mail that may look like marketing.



What we require

The following items are required for our due diligence process (the Due Diligence Items)

1. Photo identification

- a. Passport
- b. Driver's license

2. Proof of address

- a. Utility bill (gas, electricity, landline, or broadband bill) – issued within last 3 months.
- b. Current council tax bill
- c. Current UK driver's license
- d. Bank, building society, or credit card statement – issued within last 3 months.
- e. Current mortgage statement – issued for the last full year.
- f. HMRC self-assessment letter or tax demand – issued for the current financial year.

Full Terms and Conditions

Please sign and date this application after reading the following terms and conditions.

1. Your status

By placing an order for virtual office services, you confirm that:

- 1.1. You are legally capable of entering into binding contracts.
- 1.2. You will not use any of the rights granted by these terms for any obscene, illegal, immoral or defamatory purposes and will not in any way bring us or our name into disrepute.

2. How the contract is formed between you and us

- 2.1. All orders are subject to acceptance by us and the terms of clause 2.2, we will confirm such acceptance to you by sending you an email that confirms that your order has been accepted (the confirmation email). The contract between us (contract) will only be formed when we send you the confirmation email, a copy of these terms and conditions are also sent with the confirmation email.
- 2.2. When we receive your order, we will send our account set up email which will detail the next steps required to activate your service. This will include a requirement to submit certified copies of original personal identification for all individual(s) applying for the contract along with satisfactory evidence showing all individual(s) current address information (if you have not already provided this). We will not send you a 'confirmation email' detailing the particulars of your service until we have received valid and satisfactory personal identification documentation.

3. Supply of services

- 3.1. Services will commence on the date confirmed to you via email, unless otherwise agreed prior, and will be provided for the term of ONE MONTH, on a rolling monthly basis until cancelled by you or us.
- 3.2. All fees and charges are payable in £ / GBP.

4. General terms

- 4.1. Your obligations / You shall:
 - 4.1.1. Ensure that the terms of any order and any information you provide are complete and accurate.



- 4.1.2. Cooperate with us in all matters relating to the provision of the services.
 - 4.1.3. Provide us with such information and materials we may reasonably require in order to supply the services and ensure that such information is accurate in all material respects.
 - 4.1.4. Cooperate and comply with all requests made by us to ensure The Anti Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 are met.
 - 4.2. SW1XSpace has a legal duty to perform due diligence checks. We will carry out identity checks on each individual, partner, director, person(s) with significant control and corporation(s). For the individual(s) involved – these checks will leave a ‘soft credit search’ that does not leave any visible footprint for lenders but is vital in establishing proof of identity. If these identity checks are failed, and the correct documentation cannot be supplied – we will be unable to activate your account. Cancellations within 14 days of an order will be issued a refund minus a non-refundable £30 administration fee to cover our costs in carrying out these identity checks. It is your full responsibility to supply to us all relevant documentation promptly, all payments will commence from the first payment made and continue each month/year, regardless of the necessary paperwork being received. Unless otherwise stated, we will go ahead and run the searches on the details that have been provided as part of the application for a virtual office service.
 - 4.3. Under current legislation, we are also required to monitor ongoing relationships with all clients who use our services, we will have to carry out additional checks in the following situations:
 - 4.3.1. Should you need to update the address that we forwarded mail to.
 - 4.3.2. Should the ownership structure of your business change (for example a new shareholder).
 - 4.3.3. On an annual basis, we also carry out electronic spot-checks on customer accounts, should the report show any changes to the details we previously held on file, we will request new identification documents which will then need to be verified to keep your virtual office service active.
 - 4.4. Due to the type of services that we provide, any compensation claim shall be limited in total to one month’s service fee. We cannot 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.
 - 4.5. We are required, by current legislation, to report to the National Crime Agency (NCA) when we know or suspect that a transaction involves money laundering or terrorist financing. By instructing us to act on your behalf in accordance with our Terms of Business you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate.
5. The services
 - 5.1. The services will be those services specified in this agreement (The Services).
 - 5.2. Virtual Office
 - 5.2.1. Customers may use the SW1XSpace Virtual Office address (21 Ellis Street, London, SW1X 9AL) solely in the capacity stated in The Services.
 - 5.2.2. If a registered office address and/or directors service address is offered or added to your account, upon the termination of our contract, you agree to inform Companies House and HMRC, as well as all other interested parties, of the change of address within 14 days.
 - 5.2.3. Mail from DVLA and the passport office is not included. Any such mail deemed to be personal, will be returned to the sender and your agreement may be terminated without notice.
 - 5.2.4. Incoming post/mail will be handled as per your choice. The post forwarding service is based on a fair usage policy. Under this policy, if at any time we deem you exceed the level of use reasonably expected from someone using this service, then we reserve the right to



suspend your virtual office service. In such an event we will contact you in an effort to establish a reasonable usage charge that will permit you to continue to use the virtual office service. We also reserve the right to open any items before collection or forwarding that may be suspected of containing dangerous or illegal objects/substances or to provide information to the police or other investigative bodies where it is our belief that our services are being or have been used for criminal or fraudulent purposes.

5.2.5. SW1XSpace does not guarantee or assume responsibility for any mail forwarded on behalf of the client.

5.3. Parcels – We do not accept parcels.

6. Price and payment

6.1. Prices are as quoted on our website, except in cases of obvious error. VAT is applicable if specified.

6.2. Our fees are collected in line with your original start date, and periodically thereafter. All fees and charges are collected by bank transfer on standing order, and you will be advised of the relevant account details on acceptable of this agreement from our side.

6.3. We reserve the right to suspend or terminate this agreement if you fail to make payments.

7. Cancellation

You can give notice to cancel your subscription at any time by emailing jd@downes.com.

7.1. Change of address following cancellation:

7.1.1. Within 14 days of your account cancellation date, you shall notify your change of address to all relevant parties and update all online and offline media.

7.1.2. Failure to update your address within this time will result in your services being reactivated with an additional £30 reactivation fee added to your account.

7.1.3. Within this 14-day timeframe, we will check your website, Companies House (for registered address clients) and Google My Business, and if the evidence is found that our address is still in use, your account will be reactivated.

7.1.4. Reactivation fees may be pursued via the Small Claims court directly against the directors and/or shareholders, if those fees are not paid within 30 days.

7.2. Change of address guidance

7.2.1. HMRC (Registered Addresses)

<https://www.gov.uk/government/collections/companies-house-forms-file-a-change-of-address>

7.2.2. Google My Business

<https://support.google.com/business/answer/3039617?hl=en-GB>

7.3. Your cancellation notice runs until the end of the current calendar month and is effective cancelled as of the start of the next calendar month, at which point the 14 day cancellation begins.

7.4. We reserve the right to terminate the agreement without notice or refund if any of our terms have been breached or if we believe that the service is being used with fraudulent or criminal intent. Additionally, we may at any time terminate a contract with immediate effect by giving written notice to you if:

7.4.1. You fail to pay any amount due under a contract on the due date for payment; or

7.4.2. You commit a breach of any material term of a contract and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified to do so; or

7.4.3. You become insolvent or go into liquidation; or

7.4.4. You suspend the payment of your debts or are unable to pay your debts as they fall due; or

- 7.4.5. You enter into any compromise or arrangement (CVA) with your creditors to reschedule any of your debts; or
- 7.4.6. Any action is taken for or in connection with your winding up; or
- 7.4.7. An administrator is appointed over you; or
- 7.4.8. You are the subject of a bankruptcy petition or order; or
- 7.4.9. We are no longer confident in the address you have provided for mail forwarding purposes i.e. forwarded mail is returned to sender
- 7.4.10. You or someone you have authorised act in a manner that is deemed threatening or abusive towards employees; or
- 7.4.11. You act in a manner which is or may be detrimental to our business reputation

8. Confidentiality

You agree to keep in strict confidence all technical or commercial know-how, specifications, processes, or initiatives which are of a confidential nature and have been disclosed by SW1XSpace, its employees, agents or subcontractors, and any other confidential information concerning the SW1XSpace's business or its products or its services which you may obtain (confidential information).

You may only use the confidential information for the purposes for which it was disclosed to you. It shall under no circumstances use or disclose the confidential information after the expiry of the contract. This clause 9 shall survive termination of the contract.

9. Due diligence

You agree to provide us with the Due Diligence Items as set out earlier in this agreement. These may be original copies or certified copies.

Certification can be countersigned by any professional such as an accountant, assurance agent, bank / building society official, barrister, solicitor, commissioner of oaths, or local Member of Parliament.

10. Indemnification

You agree to indemnify SW1XSpace from and against:

- 10.1. All claims, demands, actions or proceedings in respect of the death or injury howsoever and whomsoever caused of or to any persons which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury, all claims, demands, actions, or proceedings and any loss, damage or injury which may be brought against or suffered by the owners arising from.
- 10.2. Or in consequence of the non-observance or non-performance of any of these Conditions of Hire or any act, neglect, default or omission of the hirer, his/her agents, servants or visitors, any claim under copyright law.

Signature

Name in BLOCK CAPITALS

Date of signature
