



**MBM COMMERCIAL LLP**  
**REGISTERED OFFICE SERVICE**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Terms and Conditions, the words and expressions below have the following meanings, unless the context requires otherwise:

"the Annual Fee"	The annual fee in Pounds Sterling plus VAT thereon, as notified to the Company in writing from time to time by MBM;
"MBM"	means MBM Commercial LLP, 5 <sup>th</sup> Floor, 125 Princes Street, Edinburgh, EH2 4AD;
"Services"	means any of the services specified in Condition 3;
"Terms and Conditions"	means these terms and conditions and any amended or additional terms and conditions notified to the Company in writing from time to time;
"Working Day"	means any day from Monday to Friday inclusive which is not a public, local or statutory holiday;
"year"	means the period of one calendar year running from 1 <sup>st</sup> May to 30 <sup>th</sup> April inclusive.

1.2 References to a "person" include any natural person, any legal person, body or organisation incorporated or unincorporated or any other person, body or organisation whatsoever.

**2. PEOPLE**

The following people at MBM will be responsible for the provision of the Services. From time to time, due to absence or otherwise, other members of staff may become involved in the provision of the Services:-

Responsible Partner	Kenny Mumford
Fee Earners	Ross McGregor and Laura Currie

### **3. REGISTERED OFFICE SERVICE**

3.1 MBM shall provide, subject to the payment of the Annual Fee, the following services:

3.1.1 the maintenance of the registered office of the Company at the offices of MBM or such other address as MBM shall intimate to the Company and the Registrar of Companies; and

3.1.2 the forwarding of all letters and other communications by second class post which are not for action by the Company Secretary within two Working Days of receipt at the registered office of the Company to such other valid and current address in the UK (if any) as the Company may intimate to MBM from time to time.

### **4. COMPANY'S UNDERTAKINGS**

The Company undertakes as follows:

4.1 to notify MBM of any proposed changes to the Company's details at least five Working Days in advance of the date the change is required;

4.2 to notify MBM immediately of all changes in any of the details of the directors, members, or other information required to be kept on the registers of the Company.

### **5. FEES AND PAYMENT**

5.1 The Annual Fee shall be payable in advance of the provision of the Services by MBM. Subject to Conditions 6.1 and 6.2, MBM shall each year continue to provide the Services to the Company and the Company shall be liable for the subsequent Annual Fee.

5.2 The Annual Fee may be increased from time to time.

5.3 In the event that the Company transfers its registered office from MBM in any year, no rebate of the Annual Fee shall be payable.

### **6. DURATION AND TERMINATION**

6.1 The Services will be provided on an ongoing annual basis until and unless terminated in accordance with the provisions of these Terms and Conditions or by operation of law.

6.2 The provision of the Services may be terminated by MBM, without notice if the Company fails to pay the Annual Fee within 30 days of the date of invoice, or if a

petition is presented for the appointment of an administrator or liquidator or a receiver is appointed to the Company or the Company ceases to trade.

- 6.3 The Company may terminate the provision of the Services for a subsequent year by giving MBM not less than 30 days notice in writing.
- 6.4 The Company irrevocably appoints MBM to be its attorney in relation to the provision of the Services and authorises MBM to execute, complete and intimate to the Registrar of Companies any change in the Company's registered office and agrees and authorises MBM to transfer the Company's registered office to (1) such other address in the country where the Company is registered or (2) the Company's last known place of business as MBM may deem appropriate or (3) the instructing director's residential address or (4) an address provided by Companies House, all subject to MBM intimating to the Company the new registered office of the Company within five Working Days of any such change. The Company ratifies, confirms and agrees to ratify and confirm any instrument, document, act or thing which MBM may carry out as its attorney under this Condition.

## **7. CONFIDENTIALITY**

All communications, correspondence, documents and other information provided to MBM or the Company Secretary by the Company, its officers or its advisers will be treated as confidential and will not be divulged to any other party except in a situation where MBM or the Company Secretary are legally compelled to do so.

## **8. GOVERNING LAW**

The construction, validity and performance of the Services by or on behalf of MBM shall be governed by the Law of Scotland. The Court of Session and Sheriff Court at Edinburgh will have exclusive jurisdiction regarding the provision of the Services by or on behalf of MBM.

## **9. ACCEPTANCE**

The Company will be deemed to have accepted these Terms and Conditions unless MBM or the Company Secretary are notified to the contrary in writing before the provision of the services by or on behalf of MBM.