

**MBM COMMERCIAL LLP**

**COMPANY SECRETARIAL AND REGISTERED OFFICE SERVICES**

**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 and outlays, 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 Rachel Miele

### **3. REGISTERED OFFICE AND SECRETARIAL SERVICES**

- 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;
  - 3.1.2 the appointment of MBM Secretarial Services Limited (No. SC156630), a company controlled by MBM (the "Company Secretary") as the nominee company secretary;
  - 3.1.3 the maintenance of the Company's statutory books and registers written up to date within five Working Days of being notified of any changes in the details or information contained on the Company's records;
  - 3.1.4 the preparation of the Company's statutory Confirmation Statement to Companies House;
  - 3.1.5 the preparation of board minutes and statutory forms required in relation to the appointment or resignation from time to time of directors of the Company;
  - 3.1.6 the preparation of the minutes, notices, and other documentation for the Company's Annual General Meeting, if required;
  - 3.1.7 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; and
  - 3.1.8 the maintenance of a diary of annual administrative events and, when appropriate, the issuance of reminders to the Company.
- 3.2 Subject to the payment of the Annual Fee MBM shall, where instructed to do so by the Company, prepare and lodge dormant company accounts.
- 3.3 Where MBM provide the Services and where MBM considers in its sole discretion that it is no longer possible or practicable to provide the Services (e.g. due to non-payment of the Annual Fee or the cessation of business of the Company), MBM is authorised by the Company to alter the address of the registered office to a trading address of the Company last known to MBM or to the address of any of the Company's directors.
- 3.4 Where MBM considers in its sole discretion that it is no longer possible or practicable to provide the Services (e.g. due to non-payment of the Annual Fee or the cessation of business of the Company), the Company Secretary will notify the Company of its intention to resign as company secretary and will lodge the required form to give effect to its resignation;

- 3.5 The preparation and submission of board minutes, company secretarial certificates, Companies House forms and other documents other than those referred to in Conditions 3.1 to 3.4 inclusive above are not included in the Services.

#### **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 5 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 and MBM Secretarial Services Limited 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 such other address in Edinburgh or the Company's last known place of business as MBM may deem appropriate, 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.