

Terms and conditions

RM Online Limited
RM Company Services Limited
Mossack Fonseca & Co UK Limited

Registered office address
Invision House
Wilbury Way
Hitchin
Herts
SG4 0TW

Hereafter known as **RM**

1. Scope

These Standard Terms apply to the supply of all products and services provided by RM unless we otherwise agree in writing.

2. Agency

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

3. Use of third party contractors

We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will take all reasonable care in selecting and instructing a Third Party Contractor. However, we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products.

4. Adequacy of instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.

5. Printing and publication

We accept material for printing and/or publication on the basis that those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us accordingly.

6. Third party reliance

Our services, including search reports and information services, are provided solely for the use of our client and that client's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party.

7. Delivery of products and services

Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Where you request an alternative method of delivery, you must meet those costs. Services are provided using reasonable skill and care.

The description and price of goods and services and delivery details will be provided in the confirmation of order and/or invoice despatched with the product or service. Products and services will be provided in accordance with the timescales set out in the Consumer Protection (Distance Selling) Regulations 2000 unless otherwise agreed with you.

8. Payment

We may require cash or credit/debit card payment in advance before providing any goods or services. Where we have agreed credit terms for your invoices are due for payment 15 days from their date. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

9. Search and other reports

We accept no responsibility for the accuracy of any part of any search or other reports where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public product to us, at your own cost, in its original condition.

10. Liability

Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, RM's entire liability in respect of all causes of action arising by reason of or in connection with these terms (whether for breach of contract, negligence or any other tort, under statute or otherwise at all) shall be limited to the amount you paid RM Online Limited for the Service provided. (excluding VAT). Save as precluded by law, we shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with our services or these Terms and Conditions.

11. Data protection

RM will use personal information which we hold about you to provide our services and products to you, for credit control and market research purposes and to inform you about our services and products, legal developments and training sessions or events which we believe may be of interest to you. We may share your personal information with other companies in our group and our overseas offices (full details of which are available on request), for any of the above purposes.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area in countries which do not have data protection laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information. Except in the situations listed above or as required or allowed by law or other regulation, we will not pass, disclose, rent or sell your personal information (other than any personal information which is already publicly available and which is incorporated into our search products) to any third party without your prior consent. If you do not wish to receive such information, please write to the Head of Marketing, RM Online Limited, Invision House, Wilbury Way Hitchin Herts. SG4 0TW, marking your envelope "Data Protection".

You have the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about you.

12. Due diligence

In certain circumstances we are required by law to collect evidence of identity from our clients. If you fail to supply any due diligence which we request we will be unable to provide services to you.

13. Customer services

If you are unhappy with any aspect of our service, please contact the Head of Marketing at Invision House, Wilbury way, Hitchin Herts SG4 0TW. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

14. Changes to Standard Terms

We reserve the right to make changes to these Standard Terms from time to time.

15. Jurisdiction

Contracts between us will be concluded in the English language and our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

16. Terms of payment

i. Subject to any special terms agreed between the Customer and the Seller the Seller will invoice the Customer once the order received by RM.

ii. The Customer shall pay the price of the invoice immediately by credit or debit card or if a credit facility has been agreed within 15 days of the date of the Seller's invoice. Any alterations to this payment term have to be agreed in writing with the Seller. Receipts for payment will only be issued upon request.

iv. Bank charges. The Customer will pay for the Customer's bank charges and not deduct these from any amount owed to the Seller.

v. If the Customer fails to make payment on the due date then, without prejudice to any other remedy available to the Seller, the Seller shall be entitled to:

a. Cancel the Contract or suspend further services for the Customer.
b. Charge interest on overdue invoices and reasonable recovery costs. The Seller understands and will exercise our statutory right to claim interest and compensation for debt recovery costs under late payment legislation if we are not paid according to agreed terms.
c. For account holders in the UK: Interest will be charged at the late payment reference rate plus 8%.
d. For account holders in the EU: Interest will be charged at the ECB base rate plus 5%.
e. For account holders in the US and Rest of the World: The Seller will claim interest if we are not paid according to agreed terms, at the rate of the Bank of England base rate plus 5%.

f. For account holders in the US and Rest of the World: The Seller will claim interest if we are not paid according to agreed terms, at the rate of the Bank of England base rate plus 5%.

g. For account holders in the US and Rest of the World: The Seller will claim interest if we are not paid according to agreed terms, at the rate of the Bank of England base rate plus 5%.

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17. Credit Account Terms

i. The Customer agrees that the Seller has the right to set Credit Limits on the account as they see fit and to withhold further credit at the Seller's discretion.

ii. The Seller has the right at all times to terminate the Credit account and not to allow any future purchases.

18. Insolvency

i. This clause applies if:
a. The Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject of an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
b. An emcumbancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
c. The Customer ceases, or threatens to cease, to carry on business; or
d. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

ii. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further services to the Customer without liability to the Customer, and if the Images have been delivered but not paid for then the price for them shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

19. Privacy Policy

RM recognises that your privacy is important, and is committed to protecting it. This document sets out our policy in relation to any personal information which you supply to us through your use of this website.

By providing your personal information through this website you agree to the collection, storage and use of your personal information by RM in accordance with this Privacy Policy. If we change this policy we will post changes on this page so that you are always aware of them. By continuing to use this website after such changes have been posted you will be deemed to have accepted and consented to them, whether you revisit this page or not.

The information which we collect

You may browse our web site without disclosing personal data. However, if you register, and / or order products from us by completing our online forms or contact us by e-mail, we will collect the following personal information from you so that we can fulfil your order and contact you in case there is a query with your order.: Your name . Postal address. Organisation name. Email address . Telephone number. Facsimile number Where you order from RM we may also collect the following so we can process and fulfil your order:

Your debit or credit card number

Expiry date and other relevant information to allow us to collect payment

How we use your personal information

In addition to providing our services and products to you as set out above, we will also use your information for market research purposes and credit control purposes.

We may also use this information to notify you about our services and products, legal developments and training sessions or events which we believe may be of interest to you. If you do not wish to receive such information, please write to the Head of Marketing, RM Online Limited, Invision House, Wilbury Way Hitchin Herts. SG4 0TW, marking your envelope "Data Protection".

How we share your personal information

We may share your personal information with other companies in our group and our overseas offices (full details of which are available on request), for any of the above purposes and with those with whom we are co-presenting any training session or event (in which case the use by our co-presenters will be restricted to arranging and publicising the event).

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area in countries which do not have data protection laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

Except in the situations listed above or as required by law or other regulation, we will not pass, disclose, rent or sell your personal information (other than any personal information which is already publicly available and which is incorporated into our search products) to any third party without your prior written consent.

Protecting your information

When you order from us we use a secure server. All personal and credit card information is encrypted using Secure Sockets Layer (SSL) technology before it is sent to us over the internet. We have a Data Protection Policy and strict internal procedures designed to protect your personal information from unauthorised access, improper use, alteration, unintended destruction or other loss.

Cookies

Cookies are small files which some websites transfer onto the hard drive of your computer. Cookies store information so that you are recognised the next time that you visit the site or to process your order. You can set your web browser to prevent it from automatically accepting cookies or to notify you before a cookie is accepted.

This site uses cookies only for the duration of your session to store information relevant to any order you may place with us. If you have disabled cookies you may need to adjust the privacy settings on your internet browser to use this site. Further information on this can usually be found in the help menu of your internet browser.

Accessing personal data

You have the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about you.

20. Statement to Customers

Consumer Protection (Distance Selling) Regulations 2000 ('the Regulations')
This statement sets out the information required to be given by RM Online to Customers pursuant to the Regulations

Address of Supplier

Invision House, Wilbury Way, Hitchin, Herts. SG4 0XE

Description of Services to Customers

The provision of Company Formation and associated services.

Price of Services

The prices of services are clearly displayed prior to any order being placed.

Notice of Right of Cancellation

NOTICE IS HEREBY GIVEN TO ALL CUSTOMERS THAT UNDER THE REGULATIONS ALL CUSTOMERS WHO PURCHASE A PRODUCT OR SERVICE BY CLICKING THE PURCHASE BUTTON HAVE AGREED THAT THE SERVICES ARE TO BEGIN IMMEDIATELY AND THEREFORE YOU ARE NOT ENTITLED TO CANCEL YOUR ORDER.

Barclays Business Bank Account Referral Service

1. Where you request a bank account through The Business Bank Account Referral Service you confirm that you agree to your details being submitted on your behalf to Barclays Bank plc and to being contacted directly by Barclays Bank plc for the purposes of fulfilling the bank account request.

2. Where you request a bank account through The Business Bank Account Referral Service on behalf of a third party for whom you are making a company formation application, you confirm that the third party has agreed to their details being submitted on their behalf to Barclays Bank plc and to being contacted directly by Barclays Bank plc for the purposes of fulfilling the bank account request.

3. The Business Bank Accounts are opened by and provided by Barclays Bank plc and subject to the terms and conditions as set forth by Barclays at the time of account opening.