



CCS Nationwide LTD

ccs nationwide

TERMS & CONDITIONS

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1. INTRODUCTION

These terms and conditions are binding upon all Customers of the Company. Where a particular condition relates to a particular service it shall apply to the Customer only if the Customer has subscribed for such Service and the Company has agreed to provide it. All Customers subscribing to the Information Service are reminded that it is essential that in using it they comply with all relevant provisions of the Data Protection Act 1998 and that any breach of it can have serious consequences for which the Customer will be held liable.

2. DEFINITIONS

In these conditions the following expressions shall have the following meanings:-

- 2.1 The Company : CCS Nationwide Ltd (09636607)
- 2.2 Customer : Any Customer to whom any Service is supplied by the Company
- 2.3 Associate : Any Associate company or other party related to the Company or to the Customer as applicable.
- 2.4 Database : Any database operated by an Associate of the Company and to which access is made available to the Customer as part of the Information Service.
- 2.5 Data : All information whatsoever whether printed written oral or in any other medium available to the Customer subscribing to the Information Service.
- 2.6 Software : Software provided by the Company or its Associate in connection with the Information Service.
- 2.7 Hardware : Any computer hardware made available by the Company or its Associate in connection with the Information Service.
- 2.8 Charge(s) : Any charge(s) whether by subscription commission fixed fee or otherwise as are from time to time communicated by the Company to the Customer in writing as being its charge for the provision of any Service which the Company has agreed to provide.
- 2.9 Services : Any service which the Company from time to time provides to the Customer including (without limitation) those referred to in clauses 2.10-2.13 below.
- 2.10 Recovery Service : The commercial debt recovery service operated by the Company.
- 2.11 Information Service : The credit reference service operated by the Company including any database to which access is made available to the Customer.
- 2.12 Search Service : The Company search service operated by the Company.
- 2.13 Formation Service : The company formation service operated by the Company.

3. PERIOD OF AGREEMENT

3.1 Where the agreement between the Company and the Customer is fixed term in nature it shall commence and continue on such date and for such term as they shall have agreed in writing and

thereafter until terminated by either party giving not less than two months notice in writing to the other but subject to the right of prior termination in accordance with the provisions of section 14 below.

4. PAYMENT

4.1 Any Service and any Software or Hardware requested by the Customer and supplied by the Company or its Associate under this agreement shall be subject to such Charge as may have been agreed between them and thereafter as from time to time notified by the Company to the Customer.

4.2 If the Customer does not make payment of any charge by the due date the Company will charge interest and debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1988 and any related statutory provision or directive

4.3 All Charges are exclusive of Value Added Tax which is payable in addition at the rate prevailing from time to time. Payment in full is due within 7 days of submission of invoice by the Company to the Customer.

4.5 Awaiting receipt of Legal Aid funding does not justify delay in payment

4.6 The Company may suspend any Service in respect of which any payment is from time to time outstanding and shall not be required to resume the Service until cleared funds have been received in respect of all sums due and in such case the Company may as a pre-condition to the restoration of Service require payment of a security deposit for an amount equating to such sum as the Company shall in its discretion assess as being the Charges likely to be incurred by the Customer in any period of three months.

5. THE SERVICES

The Company or its Associates shall provide to the Customer for the duration of the agreement between them such Services for which the Customer has subscribed and the Company has agreed to provide.

6. LICENCE

The Company shall grant or procure that its Associate shall for the duration of the agreement between them provide a non-exclusive non-transferable licence to use any Software provided (in object code form only) solely on such equipment and at such locations as the Company shall authorise and upon the basis of these conditions.

7. USE OF SOFTWARE AND HARDWARE

7.1 The Customer undertakes:-

7.1.1 Not (save where such restriction contravenes any statute) to copy reproduce translate adapt vary or modify any Software nor to disclose communicate or make it available to any third party without the Company's prior consent and if the Customer becomes aware of any unauthorised copying disclosure it will immediately notify the Company.

7.1.2 To maintain accurate and up-to-date records of the number and location of all copies of Software.

7.1.3 To supervise and control the use of any Software and Hardware in accordance with these conditions and to protect it from and against theft destruction or damage.

7.1.4 Not to provide or make available Hardware or Software to any person other than employees of the Customer who need to have access in order to properly use the Services.

7.1.5 To ensure that any Hardware and Software is used in an operating environment and in accordance with other operating instructions as reasonably specified by the Company or its Associate.

7.1.6 To ensure that any equipment used in conjunction with the Hardware or the Software complies with any requirements specified by the Company or its Associate.

7.2 The Customer acknowledges that any hardware or software supplied is licensed to the Customer for the sole purpose of it being able to receive and operate the Information Service and it shall only be used for such purpose.

8. COPYRIGHT AND CONFIDENTIALITY

8.1 Title to and all intellectual property rights of whatsoever nature in all reports and information and Data of any nature provided to the Customer shall at all times remain vested in the Company or its Associate as applicable. The Customer shall acquire no proprietary rights whatsoever in such

information and the Customer may only make such number of copies of any such information as is necessary for those purposes permitted by condition 8.2 below.

8.2 The Customer undertakes that it shall use all Data and other information provided solely for the internal purposes of its own business and (save as is required by law) will:-

- 8.2.1 keep the Data strictly confidential
- 8.2.2 not publish all or any part of the Data
- 8.2.3 not divulge or disclose all or any part of the Data to any third party other than for the sole purpose of obtaining trade credit insurance
- 8.2.4 permit access to the Data only to those of its officers or employees who need to know or use the same and ensure that such officers or employees comply with the provisions of this condition 8.

8.3 The Customer further undertakes that it shall not use or permit the use of Data for the purpose of providing credit reference and/or moveable asset enquiry services to any third party. The expression "third party" shall not include any Company which is a member of the Customer's Group and the expression "a member of the Customer's Group" shall mean any subsidiary of the Customer or any holding company (whether ultimate or intermediate) of the Customer or any subsidiary (whether direct or indirect) of any such holding company (whilst in each case they remain as such) as such expressions are defined in s.736 Companies Act 1985 and the Customer shall procure that any and all such members of the Customer's Group shall be bound by such of these conditions as relate to the Information Service.

9. INFORMATION SERVICE: FURTHER LIMITATIONS ON SCOPE

9.1 Data obtained in connection with the Information Service is supplied in strict confidence for the Customer's internal business use only.

9.2 The Customer is warned that all Data should only be used as a factor to assist in the making of a business decision and should not be used as the sole basis for any such decision.

9.3 The Customer warrants unreservedly not to transmit or otherwise reveal such information to any person or persons not expressly employed in the Customer's business.

9.4 The Customer will not:-

- 9.4.1 Ask for the Data knowingly for the use of others.
- 9.4.2 Wilfully or negligently permit such requests to be made by others.
- 9.4.3 Request or acquire except by first obtaining the Company's written consent and the Company shall have an absolute and unfettered discretion as to whether it gives such consent Data pertaining to any Associate of the Customer.

10. OWNERSHIP OF SOFTWARE AND HARDWARE

10.1 Ownership of all Software and Hardware (including any intellectual property rights in either of them) shall remain with the Company or its Associate as applicable.

10.2 Risk in any Software and Hardware shall pass to the Customer upon delivery.

11. SECURITY

11.1 The Customer will comply fully with all rules from time to time reasonably prescribed by the Company or its Associate in relation to the manner of the provision of Services (or any of them) as the Company may require for the purposes of ensuring the security of any Data and/or Software.

11.2 The Customer acknowledges and agrees that control and security of identification codes and passwords supplied to the Customer in order to gain access to any Service are its sole responsibility and that the Company and/or its Associate shall have no liability whatsoever to the Customer for any losses occasioned by use of such codes or passwords by unauthorised persons.

12. LIABILITY

12.1 The Customer agrees and acknowledges that Data made available to it by the Company or its Associate should not be used as the sole basis for a business decision of the Customer and accordingly that it is reasonable for the Company to limit its liability in accordance with the provisions of this clause 12.

12.2 The Customer acknowledges that any Data made available to it will represent or be based on information provided to the Company or its Associate by third parties whose accuracy the Company cannot control and may contain expressions of advice and opinion. Accordingly:-

12.2.1 The Company does not warrant the accuracy of Data or the validity of any advice given or opinion expressed on the basis of such Data and shall in no circumstances be liable for any loss of whatsoever nature suffered by the Customer as a result of its use of any Data (or its reliance upon any such advice or opinion) including without limitation any loss suffered as a result of any claim by the subject of any such data advice or opinion.

12.2.2 The Customer will indemnify and keep fully indemnified the Company and its Associate and their respective officers employees or other agents against any third party claim or action made or instituted against any of them in respect of any losses, damages, costs or other expenses in such connection which is either due to the Customer (by act or omission) rendering the Data inaccurate or incomplete or arises otherwise in connection with this agreement.

12.2.3 The provisions of sub-clause 12.2 above are subject to the Company in the provision of Services exercising reasonable skill and care provided that in any event it will not be liable for any indirect or consequential loss or loss of profit loss of sales increase in (or failure to reduce the level of) bad debts or loss of business arising out of the negligence of the Company or its Associate or their respective servants or agents for breach or contract or other tort or otherwise and any claim (for negligence breach of contract or otherwise) by the Customer in connection with the Services shall not exceed the charge paid for the particular Service upon which any claim against the Company is based or £1,000 whichever is greater.

12.2.4 The provisions of this clause 12 shall not apply to any claims in respect of death or personal injury arising out of the negligence of the Company its servants or agents.

12.2.5 Except as expressly provided in this clause 12 no representation warranty condition undertaking term or otherwise is given and all such representations warranties conditions undertakings and terms are excluded insofar as the law permits.

13. COOPERATION AND ASSISTANCE

The Customer shall during the continuance of this agreement at its cost cooperate with the Company and its Associate to such extent and provide to the Company such information and assistance as it shall reasonably require to assist it in performing the Services.

14. TERMINATION

14.1 This clause shall apply to any fixed term or ongoing agreement between the parties relating to the Information Service or to the Recovery Service.

14.2 Either party shall be entitled by written notice to the other to terminate the agreement either immediately or as from the date specified in such notice if:-

14.2.1 The other party is guilty of any material breach of the provisions of these conditions and such breach if capable of remedy is not remedied within 7 days of written notice to that effect or

14.2.2 If an order or a resolution is made or passed for the winding up of the party (otherwise than for the purposes of solvent reconstruction or amalgamation) or

14.2.3 If an administrator or administrative receiver is appointed in respect of the whole or any part of the other party's assets or distress or execution is levied upon any of the assets of the other party and is not paid out within 14 days or

14.2.4 If the other party enters into any scheme or arrangement or composition with its creditors generally.

14.2.5 If circumstances shall arise constituting force majeure.

14.3 Termination of the agreement shall be without prejudice to any rights of either party which may have accrued prior to termination or to any provision of these conditions such as is intended to survive termination of the agreement between the parties.

14.4 Upon termination of the agreement for whatsoever reason the Customer shall immediately deliver up to the Company all Hardware and all Software and any copies of Software and any documentation provided by the Company in connection with the Services and all Hardware shall be returned in good condition and in proper working order.

15. STATUTORY COMPLIANCE

15.1 The Customer undertakes that it will in using the Information Service comply fully with all relevant statutory enactments (including without limitation the Consumer Credit Act 1974 and the Data Protection Acts 1984 and 1998 (and the Data Protection Principles therein)) and all re-enactments

and amendments to any such Acts or regulations or requirements made by any governmental authority or competent body.

15.2 The Company further undertakes and warrants that it holds all necessary registrations and licenses and that prior to its use of Services it will obtain all such consents as are necessary from individuals in order to lawfully gain access to and make use of any Data including without limitation such consents as are necessary to be obtained from individuals acting in the capacity of director, partner or sole trader of a business in respect of which the Company or its Associate is conducting a search on behalf of the Customer.

15.3 The Customer hereby indemnifies the Company in respect of any loss or liability of whatsoever nature accruing to the Company occasioned by reason of the use of the Information Service by the Customer in breach of any statutory or regulatory provision.

16. SEARCH SERVICE

17.1 The Company will exercise reasonable skill and care in the performance of the Search Service but the Customer acknowledges that the Company is reliant upon information made available to it by the Companies Registry and does not accept liability for any error in such information.

17.2 Search requests should be communicated or confirmed in written form and preferably including both the name and the number of the company against which a search is to be conducted. If a search is conducted on the strength of oral instructions alone or without the provision of the registered number then the Company accepts no responsibility if the search should inadvertently be conducted against the wrong company but in which case the relevant Charge shall remain payable.

16.5 In cases where the Company is undertaking the Search Service on a no trace no fee basis the fee shall be payable if the search result confirms that the target individual is still at the address provided by the Customer

16.4 In any event the liability of the Company in the performance of the Search Service is limited to reimbursement of the relevant Charge.

16.5 All charges incurred in connection with the Search Service shall be due within 7 days of invoice.

17. FORMATION SERVICE

17.1 The Company shall exercise reasonable skill and care in the performance of the Formation Service.

17.2 Instructions for company formation should be made or confirmed in written form. If the Company agrees to commence the formation procedure on the strength of oral instructions then it accepts no liability for any inaccuracy thereby arising and the Customer shall be responsible for any additional fee which may be incurred.

17.3 Following receipt of instructions the Company shall not be obliged to divulge the company number or to release the company documentation until the Charge has been paid in full and any relevant corporate documents providing for the change of director secretary and registered office have been lodged with the Company.

17.4 If the Customer fails to pursue a company formation following receipt of order then the Company's Charge shall in any event be payable in full within 7 days of invoice.

18. NON-ASSIGNMENT

The Customer may not assign to any third party the benefit or burden of any agreement between the Customer and the Company nor may it share with any third party the provision of any Service.

18. WAIVER

No failure by either party to exercise any right or remedy available to it under these conditions nor any delay to exercise such right or remedy shall operate as a waiver of such matter.

19. NO ALTERATION

These conditions shall be conclusive in regulating the use and provision of the Services to the exclusion of any standard other conditions which the Customer may have communicated to the Company.

20. SEVERANCE

This agreement is severable in that if any provision of this agreement is determined to be illegal or unenforceable by any court of competent jurisdiction it shall be deleted to that extent and no further without affecting the remaining provisions of this agreement.

21. LAW

This agreement shall be governed by the laws of England and to the exclusive jurisdiction of whose courts the parties hereby submit.

22. NOTICES

Any notice to be given pursuant to these conditions may be given in writing by recorded delivery post or facsimile to any address or facsimile number communicated by either party to the other and shall be deemed received (if sent by pre-paid post to the correct address) two working days after being posted or (if sent by facsimile to the correct facsimile number) one hour after transmission if sent during normal working hours or if outside working hours then at commencement of business the next following working day.

23. REFUNDS/CANCELLATION POLICY

23.1 Refund policy - company formation orders

In the event that you make a purchase of a company formation package but change your mind prior to the submission of the company details to Companies House, we will refund all monies paid to us, provided your written request for a refund is received within 14 days of the date of purchase.

23.2 Refunds cannot be given for the company formation package or any parts of the company formation package, once the company application has been submitted to Companies House, even if your company formation is rejected.

23.3 Refund policy - address service orders

In the event you make a purchase of a company address service (registered office, service address or business address/mail forwarding service) but change your mind;

If we have not already processed your order and set up your address service(s), you will be entitled to a refund of all monies paid to us, provided the notice to cancel is given within 14 calendar days of the purchase date. A refund will not be given for cancellation requests after 14 calendar days from the date of purchase.

If we have already processed your order and set up your address service(s), you will be entitled to a refund of all monies paid to us, minus a £15.00 plus VAT administration charge per address service, provided the notice to cancel is given within 14 calendar days of the purchase date. A refund will not be given for cancellation requests after 14 calendar days from the date of purchase. The administration charge covers and the cost of processing of the order, setting up your service(s), and other incidental costs.

Either party (the Customer or us) is free to cancel an address service by giving a full calendar months' notice in writing.

23.4 Refund policy - additional products and services

In the event you make a purchase of an additional product or service but change your mind – provided we have not already started working on providing the product or service, you will be entitled to a refund of all monies paid to us, provided the notice to cancel is given within 14 calendar days of the purchase date. A refund will not be given for cancellation requests after 14 calendar days from the date of purchase or where we have started working on providing the product or service.