



# Terms and Conditions

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 10* (LIMITATION OF LIABILITY).**

**1. Interpretation**

**The following definitions and rules of interpretation apply in Conditions.**

1.1 Definitions:

**Address:** 86-90 Paul Street, London, EC2A 4NE

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 10 (Charges, fees and payment).

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.5.

**Contract:** the contract between Hoxton Mix and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Customer:** the person or firm who purchases Services from Hoxton Mix.

**Customer Default:** has the meaning set out in clause 4.2.

**Mail:** any item of post including letters, parcels, brochures, packages and correspondence sent.

**Order:** the Customer's order for Services as set out in the Customer's order form generated on the Website.

**Services:** the services supplied by The Hoxton Mix to the Customer as set out in the Plan, which shall be either:

- (a) Physical mail forwarding;
- (b) Mail scanning and forwarding;
- (c) Physical mail scanning.

**Plan:** the description or specification of the Services provided by Hoxton Mix to the Customer as advertised on the Website and amended from time to time.

**Hoxton Mix:** The Hoxton Mix Limited, a company registered in England and Wales with company number 07212205 and having its registered office at 86-90 Paul Street, London, EC2A 4NE.

**Website:** the website of Hoxton Mix at [www.hoxtonmix.com](http://www.hoxtonmix.com)

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the

words, description, definition, phrase or term preceding those terms.

- (c) A reference to **writing** or **written** includes fax and email.

## **2. Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Hoxton Mix issues written acceptance of the Order by email at which point and on which date the Contract shall come into existence (the **"Commencement Date"**).
- 2.3 Any descriptive matter or advertising issued by Hoxton Mix and any descriptions or contained on the Website, are issued or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **3. Supply of Services**

- 3.1 Hoxton Mix shall supply the Services to the Customer in accordance with the Plan in all material respects.

- 3.2 Hoxton Mix reserves the right to amend the Plan if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Hoxton Mix shall notify the Customer in any such event.

## **4. Customer's obligations**

- 4.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Plan are complete and accurate;
  - (b) co-operate with Hoxton Mix in all matters relating to the Services;
  - (c) Hoxton Mix comply with and co-operate with all requests by Hoxton Mix for information, documentation and evidence to enable Hoxton Mix to carry out due diligence in accordance with the relevant money laundering legislation;
  - (d) notify Hoxton Mix if there is a material change to its business including specifically (but without limitation):
    - (i) A change of the directors or other similar officer;
    - (ii) A change to the shareholder, beneficial owners or persons of significant control;
    - (iii) A change to the business activities;
    - (iv) A change of particulars for any director, officer,

beneficial owner, shareholder or person of significant control.

- (e) provide Hoxton Mix with such information as Hoxton Mix may require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) comply with all applicable laws including without limitation the Companies Act 2006; and
- (g) comply with any additional obligations as set out in the Order.

4.2 If Hoxton Mix's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Hoxton Mix shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Hoxton Mix's performance of any of its obligations;
- (b) Hoxton Mix shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Hoxton Mix's failure or delay to perform

any of its obligations as set out in this clause 4.2; and

- (c) the Customer shall reimburse Hoxton Mix on written demand for any costs or losses sustained or incurred by Hoxton Mix arising directly or indirectly from the Customer Default.

## 5. Physical Mail Handling Conditions

5.1 If the Services are virtual office mail handling (including scanning, collection or forwarding), the following conditions shall apply:

- (a) mail delivered must be addressed to 86-90 Paul Street, London EC2A 4NE and bear the full name of the name of the Customer.
- (b) mail will be delivered as soon as reasonably practical and, in any event, no later than 48 hours from the date of receipt, and will be forwarded subject to the Order by either:
  - (i) first class Royal Mail (United Kingdom only); or
  - (ii) electronic scan and email.
- (c) when mail is scanned only, the Customer elect to have the original letter forwarded or collected in person, which shall be sent in the manner described at 5.1.(b)(i).
- (d) If you select the collect option, we will securely store the letter for a maximum of 14 days for collection;

(e) where items are collected from us, we will require identification to ensure that mail is only released to somebody authorised and named on the account, or notified in advance in writing;

5.2 all risks in mail delivered to you shall pass to you without any intervening time upon delivery and it is your sole responsibility to arrange for appropriate insurance cover from such period.

## 6. Telephony Conditions

6.1 If the Services are telephony (including Divert or Answer), the following conditions shall apply:

- (a) You understand and agree that you will have use of the telephone number(s) that are provided as part of the Services only until the end of the Term.
- (b) You understand and agree that Hoxton Mix is the customer of record for all telephone number(s) provided as part of the Services and, therefore, Hoxton Mix has certain rights with respect to porting of the number(s).
- (c) Hoxton Mix owns the telephone number(s) assigned to you. Hoxton Mix reserves the right to refuse to port any telephone number(s) in its sole discretion.

(d) Hoxton Mix shall not be liable for damages (including consequential or special damages) arising out of any such number re-assignment. You hereby waive any claims concerning any such re-assignment, whether based on contractual or any other grounds, even if Hoxton Mix has been advised of the possibility of damages.

## 7. Exclusions and Restrictions

7.1 The Customer must not use the Services for the purpose of:

- (a) vehicle registration or management, including with the DVLA;
- (b) any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material;
- (c) any use of the address on WayBills or export documentation, or other official customs declarations;
- (d) multiple company names and/or trading names cannot be applied to a single subscription unless specified in the Order;
- (e) Google My Business guidelines state that virtual offices are not considered service-area businesses and that you need to have the office staffed during business hours;
- (f) Any and all items that are not collected within 30 days from the

date of receipt will be securely destroyed or sent to you at your cost. If items are not collected within 30 days, we reserve the right to charge a fixed storage charge of £5.00 per week, per item;

- (g) in the event that items are addressed in such a way that the we are able to positively verify that it is addressed for you, we reserve the right to open such mail to determine for whom it is intended or in the alternative, return it to the sender.
- (h) Any post that has to be signed for will be forwarded on by Royal Mail Special Delivery, or a courier of our choice. We will email you when such a parcel arrives to request payment. Upon receipt of funds, the item will be sent out.
- (i) We will endeavour to ensure that parcels are handled with consideration; however, we cannot offer guarantees or compensation for items which may be damaged in transit.

7.2 In any of the circumstances described above, the Hoxton Mix reserves the right to return the relevant items and/or dispose of it.

7.3 We reserve the right in our absolute discretion to withhold from forwarding and/or to pass to any relevant authority any mail delivered to you, without notice to you.

## **8. Fair Usage**

8.1 Customers receiving mail forwarding and scanning services on a fixed price plan are subject to a fair use policy of 30 letters a month. If a customer exceeds the fair usage limit of 30 items, a Hoxton Mix representative will contact you to establish a reasonable usage charge that will permit you to continue to use the service.

## **9. Charges, fees and payment**

9.1 The Charges for the Services shall be calculated on in accordance with Hoxton Mix's rates, as set out in the Order.

9.2 The Services are strictly non-refundable. There shall be no refunds or credits for partial months of the Services, upgrade/downgrade refunds, or refunds for months unused with an active account.

9.3 Hoxton Mix reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period.

9.4 Hoxton Mix shall invoice the Customer in accordance with the terms set in the Order.

9.5 The Services are billed in advance on either a monthly or annual basis, subject to the Order.

- 9.6 The Customer shall pay each invoice submitted by Hoxton Mix:
- (a) in accordance with any terms in the Order; and
  - (b) in full by card payment, PayPal and or Direct Debit; and
  - (c) time for payment shall be of the essence of the Contract.
- 9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Hoxton Mix to the Customer, the Customer shall, on receipt of a valid VAT invoice from Hoxton Mix, pay to Hoxton Mix such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 9.8 If the Customer fails to make a payment due to Hoxton Mix under the Contract by the due date, then, without limiting Hoxton Mix's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or

withholding (other than any deduction or withholding of tax as required by law).

**10. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE AS IT IMPACTS ON YOUR ABILITY TO BRING A CLAIM AGAINST HOXTON MIX.**

10.1 Hoxton Mix has been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover Hoxton Mix has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

10.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.3 Subject to clause 10, Hoxton Mix's total liability to the Customer shall not exceed £1,500. Hoxton Mix's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.



10.4 This clause sets out specific heads of excluded loss and exceptions from them. The following types of loss are wholly excluded:

- (a) Loss of profits;
- (b) Lost, stolen, damaged, late or otherwise misdirected or mishandled items of mail;
- (c) Loss of sales or business;
- (d) Loss of agreements or contracts;
- (e) Loss of anticipated savings;
- (f) Loss of use or corruption of software, data or information;
- (g) Loss of or damage to goodwill;
- (h) Indirect or consequential loss;

10.5 This clause shall survive termination of the Contract.

## 11. Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party written notice in accordance with the Order.

11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;

- (b) the Customer fails to comply with reasonable requests for information, evidence or documents relating to the obligations Hoxton Mix has under anti money laundering and similar legislation; or

- (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.3 Without affecting any other right or remedy available to it, Hoxton Mix may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

- (b) there is a change of control of the Customer.

11.4 Without affecting any other right or remedy available to it, Hoxton Mix may suspend the supply of Services under the Contract or any other contract between the Customer and Hoxton Mix if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause **Error! Reference source not found.** to clause 11.2(c), or Hoxton Mix reasonably believes that the Customer is about to become subject to any of them.



## **12. Consequences of termination**

### **12.1 On termination of the Contract**

- (a) the Customer shall immediately pay to Hoxton Mix all of Hoxton Mix's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Hoxton Mix shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer may no longer use the Address and the Customer must immediately remove reference to the Address from any marketing literature, stationary, websites or similar material forthwith;

12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **13. General**

**13.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for

delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **13.2 Assignment and other dealings.**

- (a) Hoxton Mix may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Hoxton Mix.

### **13.3 Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out

the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and

- (ii) as may be required by operation of law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

#### **13.4 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall

have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- (c) Nothing in this clause shall limit or exclude any liability for fraud.

**13.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**13.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**13.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-

provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### **13.8 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by fax or sent by email to the address specified in the Order.
- (b) This clause does not apply to the service of any proceedings; or other documents in any legal action or, where applicable, any other method of dispute resolution.

### **13.9 Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**13.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**13.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.