

Orangefield UK

Terms and conditions relating to Services of UK incorporations and other related Products

This page contains information about Orangefield UK, as set out in clause 1.1 and the legal terms and conditions **(Terms)** on which we provide services (Services) and sell any of the products **(Products)** listed on our website **(our site)** to you.

These Terms will apply to any contract between us for the sale of Services and/or Products to you **(Contract)**.

Please read these Terms carefully and make sure that you understand them, before ordering any Services or Products from our site.

Please note that before placing an order you will be asked to agree to these Terms.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Services or Products from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order our Services and/or Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms were most recently updated on 08/01/2013.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website <http://www.companyformations.com>. We are Orangefield Services (UK) Limited, a company registered in England and Wales under company number 07511328 and with our registered office and trading address at Ground Floor, Martin House, 5 Martin Lane, London, EC4R 0DP. Our VAT number is 138 9647 64.

1.2 To contact us, please see our Contact Us page.

2. Use of our site

Your use of our site is governed by these terms of our website.

3. How we use your personal information

3.1 We only use your personal information in accordance with our privacy policy.

3.2 We do not store credit card details nor do we share customer details with any 3rd parties.

4. How the contract is formed between you and us

4.1 For the steps you need to take to place an order on our site, please see our Formations page.

4.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

4.3 After you place an order by completing the order form and submitting it to us, you will be informed by an on-screen acknowledgment that we have received your order. This means that your order has been accepted.

4.4 We will confirm our acceptance to you by sending you an e-mail. The Contract between us will be formed with the on-screen acknowledgment.

4.5 Any alteration or addition to the details of the order form will require completion of a new order form or maybe requested in writing unless otherwise agreed in writing by us. Where a fee is applicable, you will be notified in this first instance.

4.6 If we are unable to supply you with a Service and/or Product, we will inform you of this by e-mail or telephone and we will not process your order. If you have already made payment, we will refund you the full amount as soon as possible.

5. Our right to vary these terms

5.1 We may revise these Terms from time to time in the following circumstances:

- (a) Changes in how we accept payment from you;
- (b) Changes in relevant laws and regulatory requirements; and
- (c) Changes in market conditions affecting our business

5.2 Every time you order Services and/or Products from us, the Terms in force at that time will apply to the Contract between you and us.

5.3 Whenever we revise these Terms in accordance with this clause 5, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

6. Right of return and refund

6.1 You have a legal right to cancel a Contract [under the Consumer Protection (Distance Selling) Regulations 2000)]. This means that you may have the right to cancel the contract between us within 7 working days of the day after the date on which you receive any product from us or the date on which the contract for the provision of services is concluded. You can notify us of your decision to cancel the Contract and receive a refund subject to clause 6.8 and clause 6.9.

6.2 Your legal right to cancel a Contract starts from the date of the on-screen acknowledgement, which is when the Contract between us is formed and prior to the completion of the company incorporation.

6.3 To cancel a Contract, you must contact us in writing by sending an e-mail to companyservices.uk@orangefield.com or contact our customer services telephone line 020 7250 3350. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail then your cancellation is effective from the date you sent us the e-mail. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

6.4 You will receive a full refund of the price you paid for the Services and/or Products and any applicable delivery charges you paid for (subject to clause 6.8 and clause 6.9). We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation.

6.5 We refund you on the credit card or debit card used by you to pay.

6.6 If the Products were delivered to you:

- (a) You must return the Products to us as soon as reasonably practicable.
- (b) Unless the Products are faulty or not as described, you will be responsible for the cost of returning the Products to us.
- (c) You have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

6.7 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.

6.8 Where a confirmation email has been sent for a Product, a cancellation fee of £10 (excluding VAT where valid) will be applicable.

6.9 Where a confirmation email has been sent for a formation Service, a cancellation fee of £35.00 (excluding VAT where valid) will be applicable.

7. Delivery

7.1 Delivery will be completed when we deliver the Products and/or final Service package to the address you provide, unless there is an Event Outside Our Control as defined in clause 12.2.

7.2 Your parcel will arrive within 4 working days (excluding weekends and bank holidays) after completion of the Products and/or Services.

7.3 If no one is available at your address to take delivery, the designated courier will leave you a note that the Products have been retained, in which case, please contact them to rearrange delivery.

7.4 The Products and/or final Service package will be your responsibility from the completion of delivery.

7.5 You own the Products and/or final Service package once we have received payment in full, including all applicable delivery charges.

8. International delivery

8.1 If you order Products and/or Services from our site for delivery to an international destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

8.2 The price of a Product and or Service to an international destination does not include delivery charges. Our delivery charges are provided on request.

9. Prices

9.1 The prices of our Products and Services will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of are correct at the time when the relevant information was entered onto the system.

9.2 Prices for our Products and Services may change from time to time, but changes will not affect any order which we have confirmed with a verification email.

9.3 The price of our Services and Products includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being at the time of the order submission. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

9.4 The price of our Products and Services to UK destinations includes delivery charges.

9.5 It is always possible that, despite our reasonable efforts, some of the Products and Services on our site may be incorrectly priced. If we discover an error in the price of the Products and Services you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product and Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as

cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products and Services to you at the incorrect (lower) price.

10. How to pay

10.1 You can only pay for Products and Services using a debit card or credit card as specified in our Formation page. Please see our Formation page for further information.

10.2 Payment for the Products and Services and all applicable delivery charges is in advance.

11. Our liability

11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, [but we are not responsible for any loss or damage that is not foreseeable]. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

11.2 Nothing in these Terms limit or exclude our liability for:

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) Defective products under the Consumer Protection Act 1987.

11.3 Subject to clause 11.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) Any loss of profits, sales, business, or revenue;
- (b) Loss or corruption of data, information or software;
- (c) Loss of business opportunity;
- (d) Loss of anticipated savings;
- (e) Loss of goodwill; or
- (f) Any indirect or consequential loss.

11.4 Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of our Products and/or Services.

11.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products and /or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products and/or Services are suitable for your purposes.

12. Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 12.2.

12.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks [or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport].

12.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products and/or Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13. Communications between us

13.1 When we refer, in these Terms, to "in writing", this will include e-mail.

13.2 As a consumer:

(a) To cancel a Contract in accordance with your legal right to do so as set out in clause 6.

(b) If you wish to contact us in writing for any other reason, you can send this to us by e-mail or by post. You can always contact us using our Customer Services telephone line.

13.3 If we have to contact you, we will do so by e-mail, telephone or by post to the address you provide to us in your order.

14. Other important terms

14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.

14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products and/or Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

14.7 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

14.8 We will not file a copy of the Contract between us.