

Terms and Conditions

THUNDER VALLEY ADMINISTRATION LIMITED (the “Company”)

These Terms and Conditions are the standard terms for the provision of services by Thunder Valley Administration Limited, being a duly incorporated company registered in Jersey on 13 May 2025 under registration number 159871, whose registered office is at Floor 1, Liberation Station, Esplanade, St. Helier, JE2 3AS, Jersey.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day on which commercial banks are normally open for full banking business in Jersey;
“Claims”	includes all actions, claims, proceedings, demands, costs, damages (including all damages or compensation paid on the advice of legal advisers to compromise or settle any claim);
“Contract”	means the contract for the provision of Services, as explained in Clause 3, which includes these Terms and Conditions, the Services Agreement, the Privacy Policy and Data Protection Policy, and such other documents provided to you relating to the provision of the Services, as amended or varied from time to time;
“Deposit”	means an advance payment made to Us under sub-Clause 5.4;
“Employees”	means any of Our directors, officers, employees, consultants and agents;
“Fees”	means the Fees payable for the Services;
“Initial Term”	means the period commencing on the date that We commence the Services and ending twelve (12) Months’ following that date;



“Intellectual Property Rights”	means copyright (and related rights), designs, patents, trade marks, and all other intellectual property rights that may exist in anything that We may create or produce as part of the Services. This includes all such rights, whether they are registered or unregistered, and the rights to apply for renewals or extensions of those rights (where relevant);
“Losses”	means all losses (including indirect loss, consequential loss, loss of profits and loss of reputation) all liabilities for taxes, duties or other fiscal liabilities of any nature (whether or not legally enforceable), expenses (including legal and other professional expenses) and other liabilities of whatsoever nature;
“Month”	means a calendar month;
“Request for Services”	means a request received from you for the provision of Services;
“Selected Teir”	means the agreed level of Services to be provided by Us to You, as more particularly described in the Services Agreement;
“Services”	means the services which are to be provided by Us to you, as more particularly described in the Services Agreement;
“Services Agreement”	means the services agreement between Us as supplier and you as customer under which We have agreed to provide the Services to you; and
“We/Us/Our”	means Thunder Valley Administration Limited, being a duly incorporated company registered in Jersey on 13 May 2025 under registration number 159871, whose registered office is at Floor 1, Liberation Station, Esplanade, St. Helier, JE2 3AS, Jersey.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail or other means.

2. Information About Us

- 2.1 We are a private company registered in the Island of Jersey.
- 2.2 We are not GST registered for the purposes of providing the Services.

- 2.3 We are registered with the Jersey Office of the Information Commissioner for data protection purposes under registration number 102505.
- 2.4 We do not undertake any business activities which are regulated by the Jersey Financial Services Commission under the Financial Services (Jersey) Law 1998 (as amended) or Schedule 2 of the Proceeds of Crime (Jersey) Order 1999 (the **"Regulated Activities"**). For the avoidance of doubt, We will not in anyway whatsoever perform any services that would be deemed to be Regulated Activities.

3. The Contract

- 3.1 These Terms and Conditions govern the provision of Services by Us and will form part of the Contract between Us and you. Before engaging with Us to provide the Services, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 The Services Agreement, together with the Privacy Policy and Data Protection Policy (as amended by Us from time to time and available on Our website) form part of the Contract. Where there is a conflict between these Terms and Conditions and the provisions of the Services Agreement, the provisions of the Services Agreement shall apply.
- 3.3 By entering into the Services Agreement, you are deemed to have accepted the Contract.
- 3.4 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance.
- 3.5 A legally binding contract between Us and you will be created upon the entry into the Services Agreement.
- 3.6 We shall ensure that the following information is given or made available to you prior to entry into the Services Agreement, save for where such information is already apparent from the context of the transaction:
 - 3.6.1 The main characteristics of the Services;
 - 3.6.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 13);
 - 3.6.3 The total Fees for the Services including taxes or, if the nature of the Services is such that the Fees cannot be calculated in advance, the manner in which it will be calculated;
 - 3.6.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
 - 3.6.5 Our complaints handling policy;

3.6.6 Where applicable, details of after-sales services and commercial guarantees;
and

3.6.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

4. **Request for Services**

- 4.1 Each Request for Services made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Request for Services at any time before We begin providing the Services by contacting Us.
- 4.3 If you change your Request for Services We will inform you of any change to the Fees in writing.
- 4.4 You may cancel your Request for Services at any time prior to signing the Services Agreement. If you have already made any payment(s) to Us (including, but not limited to the Deposit) prior to signing the Services Agreement and you cancel your Request for Services, the payment(s) will be refunded to you as soon as is reasonably possible. If you wish to cancel the Services once We have begun providing the Services, please refer to Clause 11.

5. **Fees and Payment**

- 5.1 The Fees of the Services will be that amount agreed pursuant to the Services Agreement for the Initial Term.
- 5.2 Following the expiry of the Initial Term, We reserve the right to review and adjust the Fees payable for the Services to reflect Our then-current market rate fees for the Services. Any such adjustment shall be subject to Us providing you with not less than one Months' prior written notice of the adjusted Fees. Any adjustment to the Fees may be made at Our absolute sole discretion and shall reflect Our then-current market rates for similar services, taking into consideration factors such as prevailing market conditions, increased service scope or complexity, inflation, regulatory changes, and operational cost increases.
- 5.3 Our market rate Fees may change at any time but these changes will not affect any Request for Services that We have already accepted.
- 5.4 Before We begin providing the Services, you will be required to pay a Deposit based on the Selected Teir. The due date for payment of the Deposit will be on the date of the signing of the Services Agreement, unless otherwise agreed in writing.
- 5.5 The balance of any Fees payable to Us shall be paid in accordance with the provisions of the Services Agreement.

- 5.6 We accept payment via Direct Bank Transfer to Our bank account. Our bank account details are available upon request.
- 5.7 If you do not make payment to Us by the due date as shown in Our invoice We may charge you interest on the overdue sum at the rate of 5% of the value of the invoice calculated weekly. Interest will accrue on a weekly basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 5.8 If you have promptly contacted Us to dispute an invoice in good faith, the provision of sub-Clause 5.7 will not apply.

6. **Providing the Services**

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and industry standards and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will commence the Services on the date of the Services Agreement, unless otherwise agreed in writing.
- 6.3 We will continue providing the Services until the Services Agreement is terminated.
- 6.4 We will make every reasonable effort to complete the Services in a punctual manner. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 10 for events outside of Our control.
- 6.5 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 6.6 If the information or action required of you under sub-Clause 6.5 is delayed incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.
- 6.7 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).
- 6.8 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.
- 6.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).

- 6.10 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 5.7.

7. Problems with the Services

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical. In emergency situations, We will use reasonable efforts to remedy problems within 24 hours.

8. Intellectual Property Rights

- 8.1 During the course of providing the Services to you, We may create or produce files, reports, documents or other records for you which embody/embodies certain Intellectual Property Rights (such as copyright or patents).
- 8.2 Working files, reports documents or other records:
- 8.2.1 created by Us when acting as agent or in an administration role for the you belong to you and may be returned on request; and
 - 8.2.2 created by Us during the provision of the Services belong to Us and shall remain under the power and control of the Us.

9. Our Liability

- 9.1 Neither Us nor any of the Employees shall be liable for any Claims or Losses (including without limitation losses arising out of delay, mis-delivery or error in the transmission of any letter, telephonic communication, telephone, facsimile transmission or other electronic transmission in a readable form) in respect of, arising (directly or indirectly) out of, or connected with the provision of the Services other than Claims or Losses arising as a direct result of the fraud, negligence or wilful default of Us or the Employees.
- 9.2 In particular, neither Us nor any of the Employees shall incur any liability in respect of any action taken or thing suffered by it and/or them in good faith in reliance upon instructions received from you;
- 9.3 If any action or claim is brought against Us or the Employees in respect of which it appears that an indemnity may be sought from you pursuant to this Clause, We and the Employees, as the case may be, shall as soon as reasonably practicable notify you in writing of such action or claim and, shall:

- 9.3.1 keep you updated as to the progress of the action or claim;
- 9.3.2 where practicable consult with you prior to taking any step in respect of the action or claim;
- 9.3.3 consult with you prior to filing any formal document with any court, mediator or arbitrator; and
- 9.3.4 not effect any settlement or compromise of such claim without consulting you.

10. **Events Outside of Our Control (Force Majeure)**

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 10.2.1 We will inform you as soon as is reasonably possible;
 - 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 10.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 11.3.3;
 - 10.2.5 If the event outside of Our control continues for more than three (3) Months, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 11.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within ten (10) Business Days of Our cancellation notice.

11. **Cancellation**

- 11.1 If either you or We wish to cancel your Request for Services before the Services begin, you or We may do so under Clause 4.

- 11.2 Once We have begun providing the Services, the Services may only be terminated in accordance with the provisions of the Services Agreement. Any payments made to Us in advance, including but not limited to the Deposit, shall be non-refundable and forfeited in full, irrespective of whether the Services to which the Fees relate have been fully performed. You waive any right to claim a refund or reimbursement of such amounts, and We shall have no obligation to return or credit any portion of such monies received.

12. **Communication and Contact Details**

- 12.1 If you wish to contact Us, you may do so by telephone at 07797869908 or by email at tva@thundervalleyadministration.com.
- 12.2 In certain circumstances you must contact Us in writing. When contacting Us in writing you may use the following methods:
- 12.2.1 Contact Us by email at tva@thundervalleyadministration.com; or
- 12.2.2 Contact Us by pre-paid post at Thunder Valley Administration Limited, Floor 1, Liberation Station, Esplanade, St. Helier, JE2 3AS, Jersey.

13. **Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Our registered office.
- 13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 13.3.1 In writing, addressed to Aaron Pipon, Floor 1, Liberation Station, Esplanade, St. Helier, JE2 3AS, Jersey;
- 13.3.2 By email, addressed to Thunder Valley Administration at tva@thundervalleyadministration.com;
- 13.3.3 By contacting Us by telephone on 07797869908.

14. **How We Use Your Personal Information (Data Protection)**

All personal information that We may use will be collected, processed, and held in accordance with the provisions of our Data Protection Policy and Privacy Policy (as amended from time to time and available on our website).

15. **Referrals**

We would like to encourage you to refer new customers to Us. Where you introduce new customers to Us, We may elect to pay you a referral fee. Any such referral fee would be paid in such amounts and on such terms as We determine in Our absolute sole discretion.

16. **Other Important Terms**

16.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

16.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written consent.

16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

16.4 If any of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable, and shall remain as part of the Contract.

16.5 No failure or delay by Us in exercising any of Our rights under the Contract means that We have waived that right, and no waiver by Us of a breach of any provision of the Contract means that We will waive any subsequent breach of the same or any other provision.

16.6 Nothing in these Terms and Conditions shall be construed to create an exclusive relationship between Us and you. We shall be entitled to provide services of the same or similar nature to other customers, and you shall be entitled to procure similar services from other suppliers, provided that neither party breaches its obligations under the Contract.

17. **Governing Law and Jurisdiction**

The Contract is governed by the laws of Jersey and the parties to the Contract irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Royal Court of Jersey in respect of any dispute or proceeding arising out of the Contract.