

1. The Licensor authorises the Licensee to occupy a Virtual Office for the Permitted Use from and including the Licence Start Date until a Licence Termination Notice is given and expires ("the Licence period").
 - 1.1 The minimum term of the Licence Period shall not be less than 3 months and will be automatically rolled until Termination Notice of 1 calendar month to end on the last day of the month in writing is received by the licensee.
 - 1.2 All Agreements will renew automatically equal to the current term of the licence or until terminated by the licensee or by the licensor. The fees on renewal will be at the prevailing market rate or Retail Price Indexation (RPI) and will be implemented on the 1st of April within your second year. Pricing is reviewed annually and any changes you will be notified 1 month prior.
2. As consideration for the occupation and use of the Virtual Office, the Licensee shall pay the Licence Fee to the Licensor for the duration of the Licence Period in accordance with the Schedule and shall comply with all terms of this Agreement. The Licence Fee shall be paid in advance on the Licence Start Date and thereafter monthly in advance by Direct Debit. Payment must be made by Direct Debit only, except during the initial Direct Debit set-up period. A late payment fee of £35 will be charged where payments are not made by the due date stated in the agreement. If a Direct Debit fails, an administration fee of £65 per month will be applied until the Direct Debit is reinstated. The Licensor will permit reinstatement of the Direct Debit on no more than three occasions following failure.
 - 2.1 We may withhold any or all the services and facilities whilst there are any outstanding services fees or if you are in breach of this agreement and shall be entitled to charge a reconnection fee of £50.
3. The Licensee is entitled during the Licence period to:
 - 3.1. use the roads and paths within the Centre for the purpose of access to and egress from the Centre
4. The Licensee agrees during the Licence period:
 - 4.1 to pay the Licensor a non-refundable Administration Setup Fee of £75 to include the electronic ID check in accordance with the Money Laundering, Terrorist Financing Act 2017."
 - 4.2 to use the virtual office agreement for legitimate business only.
 - 4.3 This service is not designed as a mailbox or PO box number type and MUST NOT be used as a front for dishonest or illegal activities, and the Licensor reserves the right to terminate this agreement immediately if they feel the service is being abused
 - 4.4 to comply with all regulations made by the Licensor for the Centre and with any directions given by the Licensor's officers for the orderly use and management of the Centre
 - 4.5 not to park or leave any motor vehicles on any part of the Centre except as authorised by the licensor
 - 4.6 to remove the virtual licensee address and telephone number from all material immediately upon the licence termination. You must also notify Companies House, your deposit held will not be returned on the said 60 days until you have provided proof this has been requested.
 - 4.7 to indemnify the Licensor against all actions claims costs and liability of any nature and howsoever arising and resulting directly or indirectly from the Licensee's occupation
 - 4.8 not to employ a member of Centre staff previously employed by the Licensor within six months of them leaving the Licensor.
 - 4.9 all mail delivered to you at the Virtual Office address is for collection only unless specified by you during the sign-up process. If requested mail will only be forwarded by first class Royal Mail to the address (United Kingdom only) specified as soon as reasonably possible after receipt at the Virtual Office address. All mail must have your Company Name clearly visible or will be returned to sender via Royal Mail. Large packages must be collected within 48 hours of being notified, failure to do so will result in £10 per day storage charge. If you request your mail to be opened and scanned to you on the day of receipt this will be charged at scan service rates. We will not dispose mail even on your instructions. Mail will be forwarded to you via royal mail if not collected within 2 months on receipt and postal charges will apply.
 - 4.10 no warranties are given for the availability of UBCuk Limited staff being available to sign for, or forward mail delivered to the Virtual Office address during office hours (08:30 - 17:30 Monday to Friday) and outside normal office working hours (08:30 - 17:30 Monday to Friday excluding bank holidays).
 - 4.11 to be charged all fees relating to the forwarding of postage plus a 25% service charge which will be invoiced in arrears. Scanned post will be charged at 75 pence per letter up to two pages. More than two pages will be charge at 50 pence per additional page.
 - 4.12 that all risks in mail delivered to you at the Address shall pass to you without any intervening time upon delivery to the Address and it is your sole responsibility to arrange for appropriate insurance cover from such period.
 - 4.13 unless otherwise agreed in writing, the Virtual Office services may not be used for direct marketing services which is likely to result in more than 100 items of mail being delivered to you at the Address in any calendar month.
 - 4.14 no warranties are given for the availability of the telephone answering service for a Virtual Office Contact. This includes 100 inbound calls/messages per calendar month. Additional calls are chargeable monthly in arrears at £1.00 per call.
 - 4.15 Call forwarding service includes a 1000 call transfer minutes per calendar month to local and national telephone numbers. Transfer to mobiles, premium rate or international numbers will be charged at BT rates and invoiced monthly in arrears.
 - 4.16 to pay exit fees of £50 for mail forwarding service following termination notice.
 - 4.17 to adhere to guidelines and terms and conditions on all meeting room and Coworking bookings.
5. The Deposit equivalent to 1 months' rental will be paid prior to the service commencing and be held by the Licensor, which is entitled to retain and apply it in or towards payment of any Licence fees or any other monies due from the Licensee or to remedy any of the matters referred to in clause 4 above, or any other breach of this licence. The deposit or the remaining balance of it will be repaid to the Licensee within 60 working days after the end of the Licence period.

6. The Licensor will:

- 6.1. maintain the Centre, arrange for disposal of normal refuse, clean and maintain all common parts and provide central reception facilities
- 6.2. not accept responsibility for any direct or indirect or consequential loss or damage caused to the Licensee or to the business or assets of the Licensee or any third party caused by unforeseen events including but not limited to losses arising from flooding, power cuts and fire.
- 6.3 where applicable have mail delivered to you at the address made available for collection, by prior written agreement or telephone call and is subject to modest volumes being received and should not exceed 200 items of mail delivered to you at the Address in any calendar month. Any mail not collected within 3 months will be posted to the address on file and costs will be charged accordingly
- 6.4 if mail delivered to you at the Virtual Office address is not addressed in such a way that the Licensor is able to verify from the outside packaging that it is addressed for you, we reserve the right to open such mail to determine for whom it is intended.
- 6.5 not in any event be liable for any indirect or consequential loss, including loss of profit, however, it may arise, nor for any liabilities, costs, claims, demands or expenses, any loss, damage, delay, or mis-delivery of postal items.
- 6.6 include 100 inbound calls per calendar month with the Virtual Office Contact and the licensee agrees to pay £1.00 for additional messages incurred which will be invoiced in arrears.

7. The Licence is non-assignable and is personal to the Licensee who shall not allow any other person (other than employees of the Licensee) or company to use the virtual address.

8. The Licence will terminate immediately on the happening of any of the following events:

- 8.1. on the expiry of a Licence Termination Notice of the length specified in the Schedule which either party may give to end on the last day of any calendar month.
- 8.2. if the Licensor gives notice to the Licensee that it has committed a breach of the Terms, and the Licensee has failed to remedy the breach within seven days after the Licensor has required the Licensee to do so
- 8.3. if the Licensee has a Receiver appointed or enters liquidation or bankruptcy.
- 8.4. Will reject or terminate your virtual office should the mandatory money laundering checks return unsatisfactory or if the licensee fails to provide the relevant documentation to carry out the necessary checks in line with the Money Laundering, Terrorist Financing & Transfer of Funds Regulations 2017.

9. Under General Data Protection Regulation (GDPR) we reserve the right to appoint third-party suppliers, debt collection and tracing agents to assist with the processing of this application and in the event of any future default or any breach of any terms or conditions. The information on this form may also be used to verify identity. That information will be held securely on our systems. It will not be passed to any other party without your express permission, unless we are required to do so by law or regulation. We will store the information and our verification thereof in accordance with relevant legislation for as long as is reasonably necessary after which it will be destroyed. The Act confers rights of access to certain information we hold. Details are available on request. In addition, this information may be used for the prevention or detection of offences for fraud prevention purposes. We may share any information we collect with the Police to assist with investigations and/or enquiries as well as other public or private sector agencies or representative bodies including the Flexible Space Association, complying with legislation and in accordance with relevant statutory and regulatory obligations. Information shared in this way will not be used by third parties for marketing purposes.

10. Money Laundering, Terrorist Financing & Transfer of Funds Regulations 2017 (MLR 2017) We operate our business in accordance with the above regulations, and we may be required to verify the identity of those we deal with. This may include checking against electronic and other databases (public or otherwise). if necessary, we will make such enquiries as may be deemed appropriate from time to time and may report any unusual transactions to the appropriate authorities. Original identification documentation must be presented in person at a UBCuk Limited business centre for verification. On signing the Agreement, you authorise UBCuk Holdings Limited to conduct Identity Verification checks and Anti-Money Laundering checks via electronic systems annually or as required. This agreement is made between us, and you and you confirm that you have read and understood the Terms and Conditions overleaf and agree to be bound by them and we agree to provide the services and facilities mentioned overleaf.

Note: All pricing is subject to VAT.

This agreement is made between us, and you and you confirm that you have read and understood the Terms and Conditions and agree to be bound by them and we agree to provide the services and facilities mentioned overleaf.

These Virtual Office Terms & Conditions apply to all UBC Group companies and business centres, including UBCUK Ltd, UBC Sentinel House Ltd, UBC Enterprise House Ltd, UBC Thursby House Ltd, Inigo Business Centres Ltd, Pantiles Chambers Ltd and UBC Blackwell House Ltd. References within these Terms & Conditions to "the Licensor", "UBC", or "the Centre" shall be deemed to refer to the relevant UBC Group company providing the Virtual Office services under the Agreement.