

### 1. PRODUCT DEFINITION

This agreement is between Serviced Virtual Offices and the Client

**ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.** The Services are offered to you conditioned on your acceptance without modification, of the terms and conditions, contained in this Agreement. Your use of the Services constitutes your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or the third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new Company resources and services. In the case of any violation of these terms, the Company reserves the right to seek all remedies available by law and in equity for such violations.

1.1 Subscription fees are payable in advance. The deposit and set up fee are charged and paid with initial payment.

1.2 Mail Handling: Entitles the Client to receive mail at the SVO specified in this Agreement ("designated address"). The Client may use the address of the designated Centre for business correspondence subject to exception in certain locations. The Client is not permitted to use the address of the designated Centre as their registered office address unless there has been prior agreement with serviced virtual offices.

1.3 Telephone Answering: Entitles the Client to a local telephone number determined by SVO in the designated Centre, personalised call answering service during normal business hours, and after business hours and weekend voicemail access.

1.4 Virtual Office: Includes all services detailed in sections 1.1 and 1.2. In addition the Client is entitled to receive faxes at the designated Centre. Virtual Office service provides use of private meeting room facilities at the designated Centre. All call, Faxes or post forwarded will be charged and invoiced on a monthly basis.

### 2. THIS AGREEMENT

2.1 The Client must comply with the terms set out by SVO. Such terms are developed and/or imposed to protect Client's use of the designated Centre.

2.2 Duration: This Agreement lasts for the period stated in it. Unless 6 weeks written notification of termination or downgrade is given, this Agreement will automatically be renewed and extended for successive periods equal to the one month (each, a "Renewal Term") until terminated, as provided herein, by either Client or SVO. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be at the then prevailing market rate.

2.3 Bringing this Agreement to an end: Termination must be given in writing at least 6 weeks before the end of the contract. Termination will then be on the last day of the contract. Only written notice of termination will be accepted. Charges will continue until such notice is received. Deposit (less £20 administration fee & any charges incurred) will be refunded within six week after the end of the contract.

2.4 Clients who have terminated in line with the contract terms will have their standard post delivered to the designated Centre for 30 days after the notice of termination. Forwarding post

will be charged. At the End of this period all post will be returned to the Post Office marked "not known at this address".

For Communications Services, once a written notice of termination /downgrade has been received, Communications Services will terminate or downgrade on the last day of the Client's contract following complete recurring billing cycle. No prorated refunds shall apply and the Client is still liable for any and all overage charges if applicable during the final term of agreement. Client's notice to terminate the Agreement must be in writing, and must be sent by either (a) email addressed to [admin@servicedvirtualoffices.com](mailto:admin@servicedvirtualoffices.com) , or (b) by certified mail, return receipt requested, sent to Services Virtual Offices Ltd, attn.: Contract Terminations, Duke House, 15 Seymour Street, The Royal Arsenal, London, SE18 6SX. SVO's written notice to terminate the Agreement shall be sent by either (a) email to Client's email address on record, or (b) by first class mail to Client's last known address on record. Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of Client's change of address and/or communications services.

2.5 Upon Termination of the account, the client must cease to use the designated address and any telephone numbers issued IMMEDIATELY on any stationary, advertising material and registration with third parties. Action will be taken against those found in breach of this requirement.

2.6 If charges remain unpaid and the Company has not been contacted by the Client with instructions and no notice of termination has been given the company reserves the right to continue charging for the services until the deposit is exhausted and the contract will be terminated at the company's discretion. All post, Faxes, telephone messages etc will be destroyed within 14 days.

2.7 The Company will charge 2% per month on invoices not paid by the due date and £5 per call chasing for unpaid invoice and £10 per returned unpaid direct debit/debit card or cheques. It is the client's responsibility to make sure that any payment changes are advised in time. SVO also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its service, where applicable) while there are any outstanding fees and/or interest or the Client is in breach of this Agreement.

2.8 Notices: All formal notices must be in writing to the address written on the front page of the Agreement. It is the Client's responsibility to keep their address of record up to date with the SVO.

2.9 The client agrees with the company not to carry on any business which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of the company whether directly or indirectly for any such purpose or purposes.

2.10 The company reserves the right to terminate this agreement with any client whose activity they feel might adversely affect it or any of its clients.

2.11 The company will terminate the service if any client found to be abusive to the company's staff or whose clients are abusive to company staff.

2.12 If requested to do so, the company will always make the clients records available to the authorities should they wish to see them.

2.13 If the client changes nature of business it must notify the company in writing.

2.14 The client may not use SVO address as a registered office without prior written agreement with the company. The company reserves the right to impose a penalty charge in the event of any breach of this provision.

### 3. USE

3.1 The Client must not carry on a business that competes with SVO business of providing serviced offices and virtual offices.

3.2 The Client's name and address: The Client may only carry on that business in its name or some other name that SVO previously agrees.

3.3 Use of the Centre Address: The Client may use the designated Centre address as its business address. Any other uses are prohibited without SVO prior written consent.

### 4. LIABILITY

4.1 SVO will not be liable for any loss sustained as a result of SVO failure to provide a service as a result of any mechanical breakdown, strike, or termination of SVO interest in the building containing the Centre.

The company does not accept liability for actions, services of/by third parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failures in the email, SMS or fax systems, courier or postal service.

4.2 Serviced Virtual Offices operates Mon- Fr 9:00am - 17:00pm, excluding all UK public holidays.

### 5. FEES

5.1 Taxes and duty charges: The Client agrees to pay promptly (i) all sales, use, excise and any other taxes and license fees which the Client is required to pay to any governmental authority (and, at SVO request, will provide SVO evidence of such payment) and (ii) any taxes paid by SVO to any governmental authority that are attributable to the accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

5.2 Service Retainer/Deposit: The Client will be required to pay a service retainer/deposit equivalent to two months of the monthly fee upon entering into this Agreement. This will be held by SVO without generating interest as security for performance of all the Client's obligations under this Agreement. The service retainer/deposit, or any balance after deducting outstanding fees, and other costs due to SVO will be returned to the Client after the Client has settled their account with SVO and funds have cleared. SVO may require the Client to pay an increased retainer/deposit if outstanding fees exceed the service retainer/deposit held and/or the Client frequently fail to pay SVO fees when due.

5.3 Set up Fee: The Client will be charged a one-time set up fee.

5.4 Services: The monthly fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these services will be provided by SVO at the specified rates for the duration of this Agreement. Any other services requested by the clients will be charged in addition to the agreed service.

## **6. CONFIDENTIALITY**

6.1 Client recognises that client may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information"). Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorised use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of the Company. Upon termination, Client will promptly return to the Company any Confidential Information. If the Company transfers its business or any business segment that provides Services to Client, the Company is authorised to transfer all User information to Company's successor.

## **7. OWNERSHIP**

7.1 All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Company and/or its licensors and service providers except where expressly stated otherwise. Client agrees that client is not the owner of any phone number assigned to them by the Company. Upon termination of account for any reason, such number may be re-assigned immediately to another customer. Company may from time-to-time need to change the number assigned to you. Company will not be liable for damages (consequential or special) arising out of such re-assignment or number change. Client hereby waives any claims with respect to such change. Client is not authorised to charge services to number assigned, any such charges will give the Company the right to immediately terminate your account without notice and bill such charges to client.

## **8. CONFERENCE & "OFFICE FOR A DAY" TERMS AND CONDITIONS**

8.1 Company entitles clients to hire offices, meeting rooms and conference services ("Facilities") by the day, half day or hour from SVO. Use of any Facilities will be subject to: (i) availability of the Facilities; (ii) payment of all fees and charges incurred in reserving and/or using the Facilities; and (iii) compliance with the terms and conditions and/or house rules from time to time applicable to the Facilities. Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the Facilities is to be made by Client prior to use and shall not be considered guaranteed until written confirmation has been provided to Client. Cancellations or changes received earlier than 48 hours prior to the reserved date will be charged cancellation/handling fee, and cancellations / changes received within 48 hours of the reserved date will be charged the total fee. Any costs incurred to third party suppliers (e.g. caterers or equipment suppliers) as a result of cancellation will be payable in full by the Client. Client's written notice to change or cancel an existing reservation must be in writing, and must be sent by email addressed to [events@servicedvirtualoffices.com](mailto:events@servicedvirtualoffices.com) or in writing to Duke House, 15 Seymour Street, The Royal Arsenal, SE18 6SX.

**DAMAGES WAIVER:** Client hereby authorises SVO to charge initial applicable reservation fees and any and all applicable variable fees including fees incurred for any potential damages.

You will not damage, deface or alter the meeting space, furniture, furnishings, walls, ceilings, floors,

equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the meeting space or the common area facilities. You will not cause damage to any part of the building or our property or disturb the quiet enjoyment of any licensee or occupant of the building. At end of your reserved time, the meeting space assigned to you, if any, will be in as good condition as when you first occupied it, normal wear and tear excepted and we may apply additional charges in case of any damage to the facilities. We retain the right to enter your reserved meeting space to inspect it, to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests and invitees will be reimbursed to us by you upon demand. You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors and invitees, within or about the facilities. You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.