

Client Details

Company Name: _____

Contact Name: _____

Registered Address: _____

Company Registration No: _____

VAT No: _____

Trading / Invoicing Address: _____

Telephone No: _____

Mobile No: _____

Email: _____

Is your organisation a:

Limited Company PLC

Partnership Sole Trader

Proprietor Other

Preferred Business Centre

Location: _____

Address: _____

Telephone No: _____

Email: _____

Services Required

Please tick required services and insert quantity where applicable

Core Services:

Mail Virtual Office

Personal Telephone Answering

Automated Telephone Service

Full Virtual Service

Additional Options:

Additional Call Destinations, Quantity

Additional auto-attendant levels, Quantity

Additional Group Companies

Out of Hours Service

Voice Recording

Service Period (minimum 3 months)

Commencement Date: _____

Expire Date: _____

Agreement Addendums

For UBC use only

Core Services

Monthly Service Fee £: _____

One Off Set-up fee £: _____

VAT £: _____

Deposit £: _____

Total £: _____

All prices quoted are subject to VAT at the prevailing rate. VAT is not payable on Deposits.

Additional Options

Monthly Service Fee £: _____

One Off Set-up fee £: _____

VAT £: _____

Deposit £: _____

Total £: _____

All prices quoted are subject to VAT at the prevailing rate. VAT is not payable on Deposits.

Sign up

Terms and conditions on the reverse and can be seen on line at <http://www.ubcuk.com/terms-and-conditions-virtual-office-services>

Your Signature: _____

Your Name: _____

Date: _____

Our Signature: _____

1. Provision of Services and Facilities

- 1.1 We will provide you with access to and use of the Services for the License Period during normal business hours.
- 1.2 We will provide you with such additional services as agreed between us at the rates set out in the specific license terms.

2. License Period

- 2.1 The term of this Agreement is for the License Period, which shall not be less than 3 months.
- 2.2 The Agreement may be terminated at the end of the Period of Agreement by either party on the giving of not less than 1 calendar month written notice to the other party. The Period of Agreement will automatically extend by a further 3 months until written notice of termination is given to expire at the end of such period.
- 2.3 If this Agreement continues for more than 12 months we will be entitled to increase the Service Fee on each and every anniversary of the Commencement Date by a minimum of 4% or RPI whichever is the greater from the previous Service Fee.

3. Termination of Agreement

- 3.1 We shall be entitled to terminate this Agreement forthwith upon written notice upon the following grounds:
- 3.2 Non payment of the Service Fee or any other fees.
- 3.3 Any breach of this Agreement by you.
- 3.4 If you (being a company) enter into liquidation or shall have a receiver or an administrative receiver appointed.
- 3.5 If you (being an individual) become bankrupt or enter into a composition with your creditors or commit an act of bankruptcy.
- 3.6 We shall have the right to terminate this Agreement without prejudice to any right of action we may have in respect of any prior breach by you and upon such termination you will in addition be liable to pay to us a sum equivalent to the greater of (i) three months of the Service Fee or (ii) the total Service Fee relating to the unexpired License Period whichever is the greater.

4. Payment of Service Fee and other fees

- 4.1 The Service Fee plus VAT is payable in advance on the dates set out in the Agreement.
- 4.2 Additional charges such as cost of forwarding calls at standard BT rates, use of meeting rooms, faxes sent on, post forwarding, photocopying etc, will be invoiced one month in arrears.
- 4.3 The Service Fee and all additional charges must be paid by direct debit.
- 4.4 Any Service Fee paid late will be subject to interest at the rate of 8% above the Bank of England base rate and in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest will be charged from the date due to the date of payment to us in cleared funds and a fee of £35 plus VAT will be charged in respect of each invoice paid late.
- 4.5 We may withhold any or all of the services and facilities whilst there are any outstanding Service Fees or if you are in breach of this Agreement and shall be entitled to charge a reconnection fee of £50 plus VAT.
- 4.6 Prior to being given access to the Services you shall pay a set-up fee at the rates set out in the specific license terms.

5. Performance Levels

- 5.1 We will perform the services specified for the level of the agreed Service as set out in the [agreement/ marketing materials].
- 5.2 We will devote such time, attention and effort as may be necessary for completing Services with reasonable care and skill.
- 5.3 The level of agreed Service may be reviewed from time to time as required at the request of either party.

6. Your Responsibilities

- 6.1 You will conduct your business activities so as not to cause any nuisance, damage or annoyance to any other occupier of the Centre or cause loss or damage to us or the owner or other occupiers of the Centre.
- 6.2 You shall comply with any regulations we notify you of in connection with the Centre and comply with the fair use policy in connection with shared use internet services.
- 6.3 You shall not carry out any activities which would conflict with or adversely affect in any way the business of other occupiers of the Centre.
- 6.4 You shall not be entitled to assign transfer or sublet and shall not share the Premises or part with possession of the whole or any part of the Premises with any third party.
- 6.5 You shall indemnify us against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising from your occupation and use of the Premises and your failure to comply with your obligations under this Agreement.

7. Our Rights and Responsibility

- 7.1 We shall be responsible for:
 - 7.1.1 the provision of the agreed Services
 - 7.1.2 payment of the rates and outgoings in respect of the Centre
- 7.2 We will not be liable for any loss incurred by you as a result of us failing to provide any of the Services as a result of the non-availability of such Services due to repair or maintenance, breakdown, strike, delay or failure of any staff within the Centre to perform their duties (unless acting with gross negligence and with intent) or any other matter beyond our reasonable control.
- 7.3 United Business Centres and Royal Mail will not permit post redirection services from the business address under any circumstances.
- 7.4 United Business Centres reserve the right to cease Services to you without notice if it feels that the address is being used for immoral or illegal purposes.
- 7.5 In the event that we are unable to provide the Services at the Centre we will endeavor to accommodate your requirements within the locations and facilities available to us, but will not be responsible or liable for any business loss during any reorganising process and in the event that no alternative accommodation can be found this Agreement will end automatically and you will be liable for Service Fees up to the date of termination.

8. Deposit

- 8.1 We acknowledge receipt of the Deposit from you.
- 8.2 Immediately following any failure to pay the Service Fee and any other fee when due we will be entitled to withdraw from the Deposit such proportion of the Deposit as may be reasonably necessary to make good any such default without notice.
- 8.3 If the License is terminated prior to the expiry of the License Period for any reason or your liability under the License is disclaimed, then as compensation we will be entitled to forfeit the Deposit, together with any accrued interest, and the Deposit will belong to us absolutely.
- 8.4 Subject to our rights under this agreement, we will repay the Deposit to you within 60 working days after the date of the expiry or sooner determination of the License Period.

9. General Provisions

- 9.1 We shall only be liable for losses damages or claims incurred by you arising as a result of our direct negligent act or default and shall not be liable for loss of business, profits, damage to data, third party loss or consequential loss or loss caused by any third party supplier. In any event our liability shall be limited as follows:
 - 9.1.2 unlimited for personal injury or death
 - 9.1.3 limited to £1 million for any one event or series of connected events for damage to personal property
 - 9.1.4 limited to a maximum 125% of the total fees paid under this Agreement up to the date of the claim or £50,000 whichever is lower in respect of other losses damages or claims
- 9.2 All notices by either party must be in writing and in the case of notices to you will be deemed to be properly delivered to you if delivered to you at the Premises.
- 9.3 You acknowledge that in entering into this Agreement you have not relied on any statement or representation made by us.
- 9.4 This Agreement shall be governed by English Law.

10. Data Protection Act 1998

- 10.1 Under the Data Protection Act of 1998 we reserve the right to appoint third party suppliers, debt collection and tracing agents in the event of any future default or any breach of any terms or conditions.

11. Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002

- 11.1 We operate our business in accordance with the above regulations and if necessary will make such inquiries as may be deemed appropriate from time to time and may report any unusual transactions to the appropriate authorities. Proper forms of identification (e.g. passport) will therefore be required.