

Agreement ID:

Date :

TERMS AND CONDITIONS

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 beyond the initial Licence Period, then this agreement will be extended automatically for successive terms equal to the initial term, until terminated by You or The Operator. Any previously agreed discount or incentive in respect of the initial term will cease and we will be entitled to increase all Fees to the prevailing market rates on the full value of the agreement without discount, on each and every anniversary of the Commencement Date.

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. If this agreement is for a term of more than 12 months, the Operator will increase the Licence Fee on each anniversary of the start date. This increase will be by a minimum of the local Consumer Price Index. If there is a negative index rate, prices will not be decreased. Renewals are calculated separately from annual indexation increases.
- 7.4. United Business Centres and Royal Mail will not permit post redirection services from the business address under any circumstances.
- 7.5. 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.
- 7.6. 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. We will not be liable to you for any loss to the Deposit arising from any act or default made in good faith unless such loss arises from our willful default or negligence.
- 8.2. The Deposit will be the equivalent value to one months' Service Fee.
- 8.3. If you cancel a direct debit after the commencement of the Licence Period, any agreed discounts or incentives will be removed, and you will be liable to pay an additional deposit equal to two months' Service Fee.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. We may make withdrawals from the Deposit as often as necessary and will not be required to give any prior notice to you.

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



VIRTUAL SERVICE AGREEMENT

Agreement ID:

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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.

9.5 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 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 Business Centre 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 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 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 Business Centre 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.

11 Money Laundering, Terrorist Financing & Transfer of Funds Regulations 2017 (MLR 2017).

11.1 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 will make such inquiries 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 UBC UK Limited business centre for verification. On signing the Agreement, you authorise UBC UK Limited to conduct Identity Verification checks and Anti-Money Laundering checks via Contego Fraud Solutions Limited.