



**Virtual Office Services Agreement**

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## **CONCIERGE MAIL**

### **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**

The Service(s) are offered to the Member conditional on their acceptance of the terms and conditions contained in the Agreement, without modification.

### **2. GENERAL**

#### *2.1. THE VIRTUAL OFFICE ADDRESS*

2.1.1. Mail sent to the Member can be delivered at the Address ( "The Member, The Member Company Name, The Brew Eagle House, 163 City Road, London, EC1V 1NR")

2.1.2. Mail can only be accepted on behalf of the named Member and named Company

#### *2.2. PROVISION OF SERVICES*

2.2.1. To receive the Provider's services the Member must provide such information and materials the Provider may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects

2.2.2. The Member must inform the Provider immediately of any changes to their contact details, including email address, or change requests to service

2.2.3. The Provider will answer carry out the Services according to the instructions on sign-up through the Provider's website as they pertain to the Concierge Mail package

2.2.4. The Provider will not accept parcels of any size. Any parcels received will be returned to sender without notice to The Member

2.2.5. The Provider shall be entitled in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers to be unreasonable or unlawful.

2.2.6. Mail will be handled according to instructions specified by the Member

### **3. REGISTERED OFFICE AND BUSINESS ADDRESS**

#### *3.1. REGISTERED OFFICE*

3.1.1. If the Address is required to act as the Member's Company Registered Office address, there is no additional charge.

3.1.2. If the Registered Office option is chosen The Provider will display at the Address the name of the Member and indicate that the Member maintains its Registered Office at the Address and the Member will comply in all respects with the relevant particulars of the Companies Act 1985.

3.1.3. The Member shall give due notice to the Registrar of Companies of the Situation of the Registered Office, and shall notify the Registrar of Companies that the account books of the Member are not being kept at the Registered Office.

3.1.4. The Member will print on its printed literature the whereabouts of the Registered Office and shall indemnify the Provider against all liability in respect of any failure to comply with any such statutory requirements.

3.1.5. Upon the determination of the Agreement howsoever arising the Member shall forthwith register with the Registrar of Companies Notice of Change of Registered Office.

#### *3.2. BUSINESS ADDRESS*

- 3.2.1. The Member is entitled to use the Provider's business address as stated in the Agreement
- 3.2.2. The Member warrants that it will not use the business address for any obscene, illegal, immoral or defamatory purposes and will not in any way bring the provider into disrepute
- 3.2.3. The Address may not be used for the purposes of registering with the UK electoral register
- 3.2.4. The Member may not use the Address for the purposes of attending, procuring or conducting meetings with any persons whatsoever, for attracting persons to the Address and, for security purposes, you must not carry or use photographs of the building at the Address
- 3.2.5. When disclosing the Address to any third party (including in advertisements) the Member may not add any additional information, including but not limited to floor or studio numbers for any purposes

#### **4. MAIL HANDLING**

- 4.1.1. The Provider will handle mail delivered to the Member at the Address in accordance with instructions received from the Member at sign-up

#### **4.2. MARKETING**

- 4.2.1. In the event that, for whatever reason (including, without limitation, as a result of any marketing or promotional campaign) the Member anticipates a material increase in the volume of mail delivered to at the Address, the Member will notify the Provider in writing as soon as the Member becomes aware of the circumstances likely to give rise to such change. The Member will be liable for resulting forwarding and service charges
- 4.2.2. The Provider does not allow cars to be registered at the Address and DVLA mail will be returned to sender

#### **4.3. COLLECT**

- 4.3.1. In case the Member is collecting their mail, Mail collection by the Member shall happen between the hours of 09:00 – 17:00 weekdays (except than UK bank and public holidays).
- 4.3.2. Mail delivered at the Provider will be made available for collection, by prior written agreement or telephone call and should not exceed 50 items of mail delivered to the Member at the Provider in any calendar month. In the event that the Provider receives more than 50 items of mail per month on behalf of the Member, the Member shall then pay a handling fee as per the current price list
- 4.3.3. Unless otherwise agreed in writing, Concierge Mail services may not be used for direct marketing services which is likely to result in more than 50 items of mail being delivered to the Member at the Address in any calendar month.

#### **4.4. FORWARD**

- 4.4.1. Mail delivered at the Provider will be re-enclosed and forwarded to the Member's stated forwarding address by first class post, and by the frequency selected by the Member.
- 4.4.2. Mail delivered should not exceed 30 items of mail delivered to the Member at the Provider in any calendar month. In the event that the Provider receives more than 30 items of mail per month on behalf of the Member, the Member shall then pay a handling fee as per the current price list
- 4.4.3. Unless otherwise agreed in writing, Concierge Mail services may not be used for direct marketing services which is likely to result in more than 30 items of mail being delivered to the Member at the Address in any calendar month.
- 4.4.4. If a special or recorded delivery mail is received, the Provider will forward it to the Member according to their instructions. The Member will be charged accordingly

#### 4.5. SCAN AND EMAIL

4.5.1. The Member gives authority to the Provider to open their mail, scan its contents and email to the email address provided by the Member. The Provider will not be liable for any issues that may result from these scanned letters being intercepted by malicious online activity

4.5.2. The Provider will handle the scanned and emailed mail according to the instructions given by the Member

4.5.3. Mail delivered should not exceed 50 items of mail delivered to the Member at the Provider in any calendar month. In the event that the Provider receives more than 50 items of mail per month on behalf of the Member, the Member shall then pay a handling fee as per the current price list

4.5.4. Unless otherwise agreed in writing, Concierge Mail services may not be used for direct marketing services which is likely to result in more than 50 items of mail being delivered to the Member at the Address in any calendar month.

#### 4.6. WARRANTIES

4.6.1. No warranties are given for the availability of the Provider being available to sign for, or forward mail delivered to the Provider address outside normal office working hours (09:00 - 17:00), Monday to Friday excluding bank holidays and weekends

#### 4.7. DATA PROTECTION

4.7.1. The Provider shall comply with all applicable Data Protection laws in the UK.

#### 4.8. LIABILITY

4.8.1. If the Provider has been instructed to forward mail, neither the Provider nor its agents shall be responsible for any delay or loss of mail during the forwarding process. The Provider will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties.

#### 4.9. TERMINATION

4.9.1. At termination of this Agreement, the Member agrees that all mail thereafter will be marked by the Provider "Return to Sender," and no further mail or deliveries will be accepted.

### 5. IDENTITY & RISK

#### 5.1. IDENTIFICATION

5.1.1. The Provider is obliged by Member identification legislation including The London Local Authorities Act 2007 and Know Your Member rules. The Provider also follows an Anti Money Laundering Policy (AML) which applies to all Members using the mail forwarding and registered office services. All Members who sign up for mail forwarding services will have to provide proof of identification and proof of address documents. A list of accepted documents will be provided after sign up. Members in countries outside the EU will need to provide documents notarised by a Public Notary.

5.1.2. The Member's account will not be active until the Member's ID has been received and accepted. The Member should not therefore start to use the service until such time as confirmation has been sent that the account has been activated. Any mail received before the account has been activated cannot be processed and will be returned to sender.

#### 5.2. RISK

- 5.2.1. The use of the services is subject to all applicable local, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising).
- 5.2.2. The Provider will not accept any business which could be construed to be illegal, defamatory, immoral or obscene. Any false detail/information that has been provided will entitle the Provider to terminate this agreement immediately.
- 5.2.3. The Provider shall 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.
- 5.2.4. All risks in mail delivered to the Member at the Address shall pass to the Member without any intervening time upon delivery to the Address and it is the Member's sole responsibility to arrange for appropriate insurance cover from such period.
- 5.2.5. The Provider reserves the right in its absolute discretion to withhold from forwarding and/or to pass to any relevant authority, including HM Revenue and Customs, any mail delivered to the Member at the Address, without notice
- 5.2.6. The Member will not arrange for or does the Provider permit the delivery of any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material to the Address and, in the event that the Provider has reason to believe that any mail delivered to the Member at the Address is or may be, in anyway, unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material, the Provider reserves the right to dispose of such mail item as it sees fit, and to terminate the Member's account at any point.
- 5.2.7. All risks in mail delivered to the Member at the Address shall pass to the Member without any intervening time upon delivery to the Address and it is the Member's sole responsibility to arrange for appropriate insurance cover from such period.
- 5.2.8. The Member will not arrange for or does the Provider permit the delivery of any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material to the Address and, in the event that the Provider has reason to believe that any mail delivered to the Member at the Address is or may be, in anyway, unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material, the Provider reserves the right to dispose of such mail item as the Provider sees fitting.

## **CONCIERGE CALL**

### **6. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE**

The Service(s) are offered to the Member conditional on their acceptance of the terms and conditions contained in the Agreement, without modification.

### **7. PROVISION OF SERVICES**

7.1. To receive the Provider's Services the Member must provide such information and materials the Provider may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects

7.1.1. The Member must inform the Provider immediately of any changes to their contact details, including email address, or change requests to service

7.1.2. The Provider will answer carry out the Services according to the instructions on sign-up through the Provider's website as they pertain to the Concierge Call package

### **8. GENERAL**

8.1. The Provider Call Answering can receive calls from within the UK and the majority of countries around the world. Any telephone number allocated by The Provider to the Member will remain The Provider's property at all times

8.2. The Provider may reallocate such number at their sole discretion. The Provider reserves the right to temporarily or permanently discontinue or to restrict the Member's access to parts or all of their online presence at any time without notice or liability

8.3. Non-geographic telephone numbers supplied free of charge by The Provider for the operation of the service remain the property of The Provider during and after the period of service. If the Member wishes to continue to use the any non-geographic telephone number after the termination of their service under these Terms and Conditions, the number must be purchased or leased from The Provider under a separate agreement

8.4. Any waiver by The Provider of any breach of, or any default under, any provision of these Terms and Conditions by the Member will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Terms and Conditions

8.5. Save as expressly provided in these Terms and Conditions, no amendment or variation of these Terms and Conditions shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it. For the avoidance of doubt, and without limiting the generality, this shall apply notwithstanding any terms or conditions which are endorsed upon, delivered with or contained in the Member's purchase order, confirmation of order, specification or other document

8.6. Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with these Terms and Conditions or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under these Terms and Conditions

### **9. MEMBER RESPONSIBILITIES**

- 9.1. The Member undertakes to not use any part of the Provider's service for the purposes of any illegal or unethical activity.
- 9.2. The Provider may supply the customer with a username and password. The Member agrees to keep their Connect username and password secret at all times and to inform Connect and change it if they believe that another person has become aware of it. The Member is solely responsible for all use or misuse of their username and password, and for any losses or damages arising from such use or misuse.
- 9.3. The Provider may supply the Member with a telephone number or numbers for the operation of their service. The Member is solely responsible for all use or misuse of such a telephone number or numbers and for any losses or damages arising from such use or misuse. The Member confirms that all information supplied by them to the Provider is current, complete and accurate in all respects and the Member agrees to notify the Provider immediately of any changes to this information. If the Member has (or the Provider believes that they have) provided false information or have (or the Provider believes that they have) failed to notify the Provider of any changes then the Provider shall have the right to terminate the Member's service (see Termination below).
- 9.4. As part of the Provider's registration and security procedures, before service is provided, the Member may be required to provide a copy of a utility bill and/or passport, driving licence or other form of identification. Service may not be made available unless an acceptable form of identification is provided.
- 9.5. The Member undertakes not to use the Provider's address in publicity materials, publications or products without the prior written consent of the Provider
- 9.6. Voicemail messages collected by Connect on The Member's behalf will be deducted from free messages included in The Member's tariff or charged at the applicable additional call value if The Member's free call allowance has been exceeded.
- 9.7. The Member agrees to the charges set out in Schedule 2. All charges must be settled in full including and without exception any VAT or other charges. All charges are to be settled in full by credit or debit card or by Direct Debit. Connect may accept payment, when agreed explicitly in writing, by direct bank transfer.
- 9.8. The Member acknowledges that the Provider can debit any credit card or debit card registered against any of the Member's accounts for any amount outstanding to the Provider for each account. The Member's credit / debit card authority remains in place until all such accounts are paid in full. Any monies paid to the Provider as future credit on the Member's account are non-refundable and can only be used for credit against services provided by the Provider to the Member. For more information see the Provider's Privacy Policy.
- 9.9. In the event that the Provider does not receive payment in respect of any part of its service within one month of the relevant invoice being issued (or that payment is clawed back by the payer or the paying financial institution) for any reason, Connect may suspend or restrict its service to The Member without prior notice.
- 9.10. The Member shall make all payments due under these Terms and Conditions without any deduction whether by way of set-off, counterclaim, discount or otherwise unless The Member has a valid court order requiring an amount equal to such deduction to be paid by the Provider to The Member.
- 9.11. User Content and Restrictions
- 9.12. The Member agrees not to: – interfere with or disrupt the Provider's service in any way; – impersonate any person or entity, including, but not limited to, the Provider official, guide or host, or falsely state or otherwise misrepresent the Member's affiliation with a person or entity; – send "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; – forge headers or otherwise

manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service; – other than in the ordinary course of use of the Provider's service, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Provider service for any unlawful activity.

## **10. DELAYS BEYOND THE CONTROL OF THE PROVIDER**

10.1. The Provider reserves the right to suspend or cancel the provision of the services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Provider including, without limitation, local or national telephony outages, local or national power outages, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of materials or services.

## **11. CONFIDENTIALITY AND DATA PROTECTION**

11.1. The Provider will use all will use reasonable endeavours to keep the Member's information and data confidential and secure. However the Provider cannot ensure or warrant the confidentiality or security of any information or data. The Member agrees that the Provider has no responsibility or liability for the deletion or failure to store any messages or other data maintained or transmitted by the Provider

11.2. The Provider shall comply with all applicable Data Protection laws in the UK.

## **12. MODIFICATIONS**

12.1. Any modifications to any Member scripts or Member process subsequent to activation shall be chargeable at the sole discretion of The Provider. Quotations for changes shall be provided upon receipt of a written request for the modification from the member. Payment shall be taken prior to any amendments being initiated.

## **13. TELEPHONE ANSWERING**

13.1. The Provider will supply the Member with a dedicated telephone number, either with a voicemail or switchboard answering service.

13.2. The transmission of messages shall be made between the hours of 08:30 – 17:30 weekdays (other than UK bank and public holidays).

13.3. Messages shall be sent by email or WhatsApp, depending on the option chosen by the Member. Messages cannot be held for collection.

13.4. The Provider will not be liable for any loss of messages sustained as a result of any breakdown, delay or failure of any staff, manager or caretaker to perform their duties.

13.5. The Provider will charge for call forwarding, message forwarding, extra lines, extra incoming calls, extra messages and forwarding fees to the Member, as per the Provider's current price list.

13.6. The telephone number remains property of the Provider.

13.7. The Member may alter the number nominated subject to at least 1 working day's notice to the Provider. For any number altered more than once in any period of 7 days the Provider will charge an administration fee as per the current price list, for each additional number change.

13.8. If the Member requires additional lines (and the Provider consents to the same) a further monthly fee for each additional line shall be required.



## **CONCIERGE COMPLETE**

### **14. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**

The Service(s) are offered to the Member conditional on their acceptance of the terms and conditions contained in the Agreement, without modification.

15. The Member agrees to the clauses set out in the entire Agreement except for clauses 3.2.3, 3.2.4 and 3.2.5 which are incompatible with the Services provided by Concierge Complete

### **16. PROVISION OF SERVICES**

16.1. To receive the Provider's Services the Member must provide such information and materials the Provider may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects

16.1.1. The Member must inform the Provider immediately of any changes to their contact details, including email address, or change requests to service

16.1.2. The Provider will answer carry out the Services according to the instructions on sign-up through the Provider's website as they pertain to the Concierge Complete package

### **17. THE BREW CARD**

17.1. The Brew Card is provided to The Member for access in and out of the Connect Hub

17.2. The Brew card may only be used by the Member and is not transferable to third parties.

17.3. The Brew card remains the property of the Provider.

17.4. The Brew card should be carried by the Member when using the Provider's facilities.

17.5. The Brew card is valid for one year. The Agreement shall (subject to the Provider's rights of determination in accordance with these Terms and Conditions) subsist for a minimum period of one month from the Commencement Date specified in the Agreement.

17.6. The Member shall forthwith return the Brew Card to The Provider at the termination of the Membership Period (howsoever terminated) and any such failure to return the card shall result in an absolute and immediate release of the deposit held to The Provider.

17.7. Any loss of the Brew Card must be reported to the Provider immediately. The Loss of the Brew Card shall result in a fee of not less than £15 plus VAT for administration and the preparation and issuing of a new Brew Card to The Member.

17.8. The Member must not copy the Brew Card or allow anyone else to use it without the Provider's consent

### **18. USE OF THE PROVIDER'S FACILITIES**

18.1. The Provider will supply the following services to the Member during Business opening Hours (which may change from time to time) Monday to Friday (other than UK public and bank holidays) from 09:00-17:00

18.2. The Member will use a workstation (being a desk and chair), including Internet connection, for up to the 12 hours per month included in their package.

18.3. The use in common with others of Equipment and those parts of the Connect Hub intended by the Provider for use by the Member and others including the designated Common Parts.

### **19. MEETING, CONFERENCE ROOMS**

19.1. The Provider entitles Members to hire meeting rooms by the hour from the Provider for a maximum of one hour within a 09:00 – 17:00 working day period and no more than two hours per month.

19.2. Use of any facilities will be subject to: (a) availability of the Facilities; (b) payment of all fees and charges incurred in paying for membership; and (c) compliance with the terms and conditions and/or house rules from time to time applicable to the facilities.

## 20. USE OF THE PROVIDER'S OTHER SERVICES

20.1. Any other services such as telephone, fax, fax to email, printing or copying will be charged as per the Provider's current rate.

## 21. PROVIDER'S RIGHT & RESPONSIBILITIES

21.1. The Provider shall provide The Member with a Brew Card as is necessary to access the Connect Hub.

21.2. The Provider may without notice suspend the provision of services (including access to the Connect Hub) for reasons of political unrest, strikes, or other events beyond our reasonable control.

21.3. The Provider may close access to the Connect Hub on occasion for its own events or events run by third parties. Such closures will be announced no less than one week in advance.

21.4. The Provider is not liable for any loss as a result of failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, termination of its interest in the building containing the Connect Hub or otherwise.

21.5. The Provider is also not liable for any failure until the Member has informed the Provider and given reasonable time for rectification. The Member agrees that the Provider will not be liable for any loss, damage or claim which arises as a result of, or in connection with, this agreement and/or the use of the services except to the extent that such loss, damage, expense or claim is directly attributable to its deliberate act or its gross negligence.

21.6. Unless there is an emergency, the Provider will as a matter of courtesy try to inform the Member in advance when it needs to carry out testing, repair or works other than routine inspection, cleaning and maintenance.

21.7. The Provider will use all reasonable endeavours to ensure accurate and expeditious handling of communications for the Member, but no responsibility shall attach to the Provider or its staff or agents for any injuries, damage or loss howsoever arising or to whomsoever caused.

21.8. The Provider shall have no liability to the Member in respect of any act, omission, neglect, delay or default by any of the Provider's staff or agents whether in contract or in tort.

21.9. CCTV recording may be in operation at all times around the Co-working Space and the Provider consents to the personal details cited in this Agreement may be recorded, captured and maintained.

21.10. The Provider takes no responsibility for and The Member shall have no claim against The Provider in respect of the personal property of The Member.

21.11. The Provider bears no liability for the health and safety of The Member or any person at the Building with its express or implied authority which shall at all times remain the responsibility of The Member.

21.12. All mail items received and business information acquired is treated as commercially confidential and will not be disclosed to anyone outside the Provider or partner companies the Provider uses in the provision of the Member's service. The Provider reserves the right, however, to provide information to the police or other investigative bodies where it is the Provider's belief that Services are being or have been used for criminal or fraudulent purposes.

## 22. MEMBER'S RIGHTS AND RESPONSIBILITIES

- 22.1. The Member must only use Connect Hub for its permitted use, and only for the business stated in the Agreement or subsequently agreed with the Provider.
- 22.2. The Member must not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Desk or elsewhere in the Co-working Space;
- 22.3. The Member will not be allowed to use the Connect Hub outside of Business Opening Hours unless specifically authorised in writing in exceptional circumstances.
- 22.4. It is the Member's responsibility to arrange insurance for his/her own property, brought into the Co-working Space and for his/her own liability for employees and to third parties.
- 22.5. When the Member makes use of the Provider's Connect Hub and meeting rooms the Member agrees that:
- 22.5.1. The Connect Hub and meeting rooms shall be used for general office purposes only.
- 22.5.2. The Member shall maintain the Connect Hub and meeting rooms in their existing condition and shall notify the Provider immediately of any damage caused by the Member and the Member's employees and visitors.
- 22.5.3. The Member shall be liable for all damage caused by the Member and the Member's employees and visitors.
- 22.6. The Common Parts of the Co-working Space will only be used in such a way as to have regard to the rights and interests of other users.
- 22.7. The Member must take good care of all parts of the Connect Hub, its equipment, fittings and furnishings. The Member must not alter any part of it.
- 22.8. The Member is liable for any damage caused by the Member or those in the Connect Hub with his/her permission or invitation.
- 22.9. The Member must not install any furniture or office equipment, cabling, IT or telecoms connections without the Provider consent, which it may withhold at its absolute discretion.
- 22.10. The Member agrees to comply with the procedures and regulations which the Provider imposes generally on users of the Connect Hub for health and safety and other reasons. It is the Member's responsibility to ensure that everyone in the Connect Hub with his/her permission or invitation also complies with the member's obligation as set out in this agreement.
- 22.11. The Member agrees not to do anything that will or might constitute a breach of any Necessary Consents affecting the Connect Hub or which will or might vitiate in whole or in part any insurance in respect of the Co-working Space from time to time.
- 22.12. The Member should leave the desk area clean and free of their belongings at the end of the hire period; otherwise, The Provider may require The Member to pay a cleaning surcharge.
- 22.13. The Member must not obstruct the Common Parts, make them dirty or untidy or leave any rubbish in them
- 22.14. The Member must supply copies of at least 2 documents of personal identification: one photo ID such as a passport, ID with photo, driving licence with Photo; and one utility bill.
- 22.15. The Member will not smoke in any part of the Co-working Space.
- 22.16. The Member agrees to observe any rules and regulations the Provider makes and notifies to The Member from time to time governing the Member's use of the Connect Hub and the Common Parts including those contained in Schedule 1

- 22.17. The Member agrees not to do anything on or in relation to the Building that would or might cause The Provider to be in breach of the tenant's covenants and the conditions contained in the Lease.
- 22.18. The Equipment remains the property of the Provider at all times.
- 22.19. The Provider reserves the right to inspect the Equipment periodically at any time and without notice.
- 22.20. All electronic equipment used by The Member in the Co-working Space must be turned off when not in use.
- 22.21. Internet connectivity is included in the Membership Fee but its operation cannot be guaranteed by The Provider and The Member will not have any claim against The Provider for any interruption to the internet connection whether directly or indirectly caused by The Provider or otherwise.
- 22.22. The Equipment shall not be moved by The Member from the position in which it is given to The Member or removed from the Building save as is reasonably required by The Provider for the purposes of repairing or maintaining the same.
- 22.23. The Member shall immediately notify The Provider of any failure in the Equipment and shall observe and perform all recommendations and requirements of The Provider (in its absolute discretion) in relation to the future use of the Equipment.
- 22.24. Smoking in any interior part of the Co-working Space or the interior parts of any other premises forming part of the Development is not permitted.
- 22.25. The Member is responsible for complying with all applicable fire safety regulations at the Building which can be found displayed in the Building or such other location as The Provider may allocate from time to time upon notifying The Member.
- 22.26. The Member shall recycle all recyclable materials, including but not limited to, all office paper, coloured paper, newsprint, magazines, envelopes, cardboard, drinks cans, plastic cups, toner cartridges and glass and shall place all recyclable materials in the recycling bins. Where waste includes boxes, The Member shall collapse them prior to disposal in the recycling bags.

## **APPLICABLE TO VIRTUAL OFFICE SERVICES**

### **23. ORDERING AND PRICING**

23.1. Orders placed via the website are judged to be an offer of purchase by the Member for the stated services.

23.2. All orders are subject to acceptance by the Provider and the Provider reserves the right to refuse orders that do not comply with its terms and conditions

23.3. The Member is responsible for Checking the order placed and to ensure that they understand the choice they have made

23.4. It may not be possible to alter orders once they have been accepted

23.5. The Member should contact the Provider with any queries concerning the order being placed

23.6. Prices for all services are displayed on the website. The Provider reserves the right to change these prices from time to time

23.7. By placing an order, the Member agrees to pay the price advertised on the website.

### **23.8. USE OF THE PROVIDER'S OTHER SERVICES**

23.8.1. Any other services such as telephone, fax, fax to email, printing or copying will be charged as per the Provider's current rate.

### **23.9. MODIFICATIONS TO THE AGREEMENT**

23.9.1. The Provider reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to the Member, and is under no obligation to support or update the Service.

23.9.2. The amended Terms shall be effective immediately after publication on the Provider's website, [www.TheBrew.co.uk](http://www.TheBrew.co.uk). The Member's continued use of the Service after the posting of the amended Terms on the Site constitutes : (a) acknowledgment of the Terms and its modifications by the Member; and (b) agreement to abide and be bound by the Terms, as amended.

23.9.3. The Member acknowledges and agrees that the Provider shall not be liable to the Member or any third party in event that the Provider exercises its right to modify or discontinue all or part of the Service.

23.9.4. The Company reserves the right, in its sole discretion, to change Member pricing upon 30 days' notice.

## **24. MEMBER'S RIGHTS AND RESPONSIBILITIES**

25. The Member must only use the Co-working Space and the Address for office purposes, and only for the business stated in the Agreement or subsequently agreed with the Provider

26. To pay to the Provider the Membership Fee payable without any deduction in advance on for the

27. period from the Agreement Fee Commencement Date to the end of Twelve months following such date

28. to be made on the date of this Agreement together with such VAT as may be payable on the

29. Membership Fee

29.1. The Member shall be entitled to receive the services subject to these Terms and Conditions.

29.2. The Member must only carry on business in the name specified on the Agreement.

29.3. The Member may not use the Brew logo, brand or images, website or domain name in any document or publication, including the internet and in any way in connection with his/her business, unless previously agreed in writing with the Provider.

- 29.4. The Member must not carry on a business that competes with the Provider's business of providing co-working space, virtual offices or its ancillary services
- 29.5. The Member's obligations are to pay the stipulated fee and the costs of all other services provided on the due dates and to perform all of the obligations on the part of the Member contained in the Agreement.
- 29.6. The Member will fully indemnify the Provider against any expenses, costs, claims, damages or penalties incurred by the Provider in connection with this Agreement howsoever occasioned.
- 29.7. While the Agreement is in force and for six months after it ends, the Member must not solicit or offer employment to any of the Provider's staff. If the Member does so, the Provider estimates its loss at the equivalent of one year's salary for each of the employees concerned and the Member must pay the Provider damages equal to that amount.

### 30. **PAYMENT**

- 30.1. The Member registration and set up fees (if applicable) and recurring monthly fees are payable in advance and are non-refundable.
- 30.2. The Member agrees that the Provider may submit charges for their membership fee each month, without further authorisation from the Member, unless the Member cancels the subscription via PayPal which terminates this authorisation or wishes to change their designated Service(s). Such cancellation will not affect charges submitted before the Provider could reasonably act on the Member notice. (Note: the Provider is under no obligation to contact the Member prior to charging the Member's designated credit card for his recurring service fee.)
- 30.3. If the Member has any question regarding any charges that have been applied to their account, the Member must contact the Provider's Community Leader within 30 days of the charge date.
- 30.4. Failure to use the Member account will not be deemed a basis for refusing to pay any charges submitted by the Provider in accordance with this Agreement.
- 30.5. Payment of the Member's account balance and other applicable charges is due in advance and in full on the 1st day (or such other day as the Provider designates) of each month.
- 30.6. Payment must be made by PayPal, the valid credit card designated by the Member, or by bank transfer or direct debit.
- 30.7. The Member must promptly notify the Provider of changes to: (a) the PayPal email address, the account number or expiration date of the Member's designated card; (b) The Member's billing address; or (c) cancellation, theft or loss of the Member's designated card.
- 30.8. Any payment received after the due date will be charged interest on the Membership Fee or other
- 30.9. payments at the rate of 4 per cent per annum above the base rate of National Westminster Bank plc from time to time calculated on a daily basis from the due date until payment if The Member shall fail to pay the Membership Fee or any other payments due under this Agreement within 7 days of the due date (whether formally demanded or not).
- 30.10. All banking charges will be borne by the Member.
- 30.11. If the Member disputes any part of an invoice, they must pay the amount not in dispute by the due date or be subject to a late payment compensation fee. The Provider reserves the right to withhold services while there are any outstanding fees and interest or the Member is in breach of this Agreement.

- 30.12. Special offers. Every now and then, the Provider may send special promotions and offers to its members. Unless otherwise agreed in writing these offers, once accepted, are strictly not refundable
- 30.13. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with the Provider's published rates which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided.
- 30.14. If the membership fee is not paid when due, the service may be suspended without notice, until such payment is made. All calls, messages, faxes and mail items received shall be held and can only be collected or forwarded when such payment is made. If the membership fee is overdue by 30 days the service may be deemed to have terminated. All messages held by us at termination of services shall be destroyed. All mail held by us at termination of service shall be returned to sender or destroyed, as appropriate. Outstanding monies will be deducted from the deposit (if applicable). Any outstanding monies beyond the amount of the deposit may be recovered by a debt collection agency or through a claim to the relevant County Court.

### **31. NO WARRANTIES FOR USE OR CONDITION**

- 31.1. The Provider gives no warranty that the Desk or the Building possesses the Necessary Consents for the Permitted Use.
- 31.2. The Provider gives no warranty that the Desk or the Building is physically fit for the purposes specified.

### **32. SERVICE DOWNGRADE**

- 32.1. Service Downgrades require a 30 day written notice. Unless properly downgraded, this Agreement will be automatically renewed and extended for successive periods equal to one month (each, a "Renewal Term") until terminated, as provided herein, by either Member or Provider.
- 32.2. Once a downgrade has been received, the Provider will downgrade on the last day of the Member's following complete recurring billing cycle. No prorated refunds shall apply and the Member is still liable for any and all overage charges if applicable during final term of agreement.

### **33. DURATION AND TERMINATION**

- 33.1. The Agreement shall (subject to the Provider's rights of determination in accordance with these Terms and Conditions) subsist for a minimum period of one month from the Commencement Date specified in the Agreement. The Membership will be automatically renewed at each monthly interval from the Commencement Date, as a rolling monthly contract, unless terminated by either party through written notice from the Provider and cancellation from the Member via PayPal or pursuant to the Provider's standard termination clause.
- 33.2. This agreement lasts for the period stated in the Agreement and will be extended automatically for successive periods equal to the initial term (or such other renewal term that has been agreed between the Provider and the Member) until brought to an end by the Member or the Provider.
- 33.3. The Member cannot claim a refund for Services not used.
- 33.4. STANDARD DURATION AND TERMINATION TERMS AND CONDITIONS

- 33.5. If the Member wishes to terminate their service under these Terms and Conditions, they must advise the Provider in writing, either by email to Kristina@thebrew.co.uk or by post to The Brew Eagle House, 163 City Road, London, EC1V 1NR
- 33.6. The Member's closing month of chargeable service will begin on their usual monthly billing date following this notification
- 33.7. Where notice of termination is given, the Client shall settle all invoices including those for fees incurred before and during the notice period within 7 days of the expiry of the notice period
- 33.8. The Provider may terminate this Agreement immediately by giving notice to the Member if:
- 33.8.1.1. The Member becomes insolvent, goes into liquidation or becomes unable to pay the outstanding debts to the Provider when due;
  - 33.8.1.2. The Member is in breach of one of his/her obligations under this Agreement which cannot be put right or which the Provider has given notice to put right and which the Member has failed to put right within 7 days of that notice; or
  - 33.8.1.3. The Member's conduct or that of someone at the Connect Hub with the Member's permission or at his/her invitation, is incompatible with ordinary office use or does not comply with the Agreement.
- 33.8.2. If the Provider is no longer able to provide the services at the Connect Hub stated in the Agreement, then the Agreement will end and the Member will only have to pay fees up to the date it ends and for the additional services used. The Provider will try to find suitable alternative for the Member at another Provider Connect Hub and accepts no liability if it is not able to find an alternative service provider.
- 33.8.3. If the Provider ends this Agreement for any of the reasons in 33.5 (the standard termination terms and conditions), it does not put an end to any outstanding obligation the Member may have and the Member must: pay for additional services used and pay the service fees for the remainder of the period for which the Agreement would have lasted had the Provider not ended it and indemnify the Provider against all costs and losses incurred as a result of the termination.
- 33.8.4. The Provider reserves the right to terminate the service without notice or refund if any of these terms have been breached or if it is our belief that the service is being used with fraudulent or criminal intent. Upon termination of service, the Member must take all reasonable steps to notify all their contacts using the Address, telephone number(s) & fax number(s) or the termination of use of the Address, telephone number(s) or fax number(s). Failure of the Member to notify their contacts after termination may result in further fees or charges.
- 33.8.5. Once service has been terminated, reinstatement of services is strictly subject to our approval. Such a service will be deemed as a new service and a new setup fee, deposit and service fee is payable. The amounts charged and the services provided may differ from the original service and additional terms & conditions may be imposed.
- 33.8.6. The Provider reserves the right to cease Services to the Provider without notice if it feels that the address is being used for immoral or illegal purposes.

### **33.9. MODIFICATION OF SERVICE**



- 33.9.1. The Provider reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service. The amended Terms shall be effective immediately after they are posted on the Provider's website
- 33.9.2. User's continued use of the Service after the posting of the amended Terms on the Site constitutes User's affirmative: (a) acknowledgment of the Terms and its modifications; and (b) agreement to abide and be bound by the Terms, as amended. User acknowledges/agrees that the Company shall not be liable to User or any third party in event that the Company exercises its right to modify/discontinue all/part of the Service.
- 33.9.3. The Provider may change or supplement these Terms and Conditions from time to time, including, without limitation, the charges.
- 33.9.4. The Provider will ensure that any such changes or supplements are made reasonably apparent to the Member and The Provider will send an email to the Member's email address at least 14 days in advance.
- 33.9.5. COMPLAINTS
- 33.9.6. The Provider is dedicated to providing its Members with a first class service.
- 33.9.7. However in the unlikely event that the Member should have a complaint with regard the service, they should send an email to [kristina@thebrew.co.uk](mailto:kristina@thebrew.co.uk) . The Provider will use reasonable endeavours to investigate the Member's complaint and respond to them within 48 hours of receipt of the email.

#### **34. PROVIDER'S LIMITATION OF LIABILITY**

34.1. Subject to clause 34.2, The Provider is not liable for:

- 34.1.1. the death of, or injury to The Member, its employees, customers or invitees to the Building damage to any property of The Member or that of The Member's employees, customers or other invitees to the Building
- 34.1.2. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or The Member's employees, customers or other invitees to the Building in the exercise or purported exercise of the rights granted by clause 22.

34.2. Nothing in clause 34.1 shall limit or exclude The Provider's liability for:

- 34.2.1. death or personal injury or damage to property caused by negligence on the part of The Provider or its employees or agents; or any matter in respect of which it would be unlawful for The Provider to exclude or restrict liability.
- 34.2.2. To the maximum extent permitted by applicable law, the Provider will not be liable for any loss sustained as a result of the Provider's failure to provide a service as a result of any mechanical breakdown, strike, or termination of the Provider's interest in the building containing the Centre.
- 34.2.3. The Member expressly and specifically agrees to waive, and agrees not to make, any claim for damages, direct, indirect, punitive, special or consequential, including, but not limited to lost business, revenue, profits or data for any reason whatsoever arising out of or in connection with this Agreement, any failure to furnish any service provided hereunder, any error or omission in respect thereto, from failure of
- 34.2.4. Notwithstanding any provision of these Terms and Conditions: (i) the Member's statutory rights as a consumer are not affected; (ii) the Provider will be liable to the Member without limit for any death or personal injury caused by its negligence and to the extent that liability arises be liable to the Member

without limit for any death or personal injury caused by the Provider's negligence and to the extent that liability arises under Part 1 or section 41 of the Consumer Protection Act 1987 and for liability arising from statements made fraudulently by the Provider.

34.2.5. In the event that the third party fails to deliver on a particular service, e.g. The Royal Mail misplacing post, Telecom providers (e.g. BT) failing to offer a telecommunication service, the Provider will not be liable, nor applicable to any form of refunds or compensation claims related to the service.

34.3. The Provider shall use reasonable skill and care in providing its services to the Member. Except as expressly provided in these Terms and Conditions, the Provider expressly disclaims, to the extent permitted by law, any further representations (except misrepresentations made fraudulently), warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

34.4. In particular, the Provider shall not be liable to the Member for any mistakes made in connection with the Services. The Provider shall not be liable in contract, tort (including negligence), statutory duty or collaterally or otherwise arising out of or in connection with these Terms and Conditions or the Provider for consequential, indirect or special loss or damage or any economic loss (including loss of revenues, profits, contracts, business or anticipated savings), in each case whether or not advised of the possibility of such loss or damage and howsoever incurred.

34.5. The Provider will not in any circumstances be liable for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss. The Provider strongly advises the Member to insure against all such potential loss, damage, expense or liability.

### **35. INDEMNITY**

35.1. If the Member uses the Provider's services for any illegal purpose or for any purpose other than that expressly permitted by these Terms and Conditions or in breach of these Terms and Conditions the Member will be liable to indemnify the Provider in full for any loss, liability or cost which incurs that arises from or in connection with any such use or alleged use.

35.2.

### **36. VAT**

36.1. Each amount stated to be payable by The Member pursuant to this Agreement is exclusive of VAT (if any)

### **37. MEMBERSHIP AGREEMENT**

37.1. This agreement is not a lease or any other interest in real property. It is a contractual arrangement that creates a revocable Agreement

37.2. The Provider retains legal possession and control of the Connect Hub and the Building.

37.2.1. The Provider's obligation to provide the Member space and services is subject to the terms of the Provider's lease with the Building.

37.2.2. This agreement terminates simultaneously with the termination of the Provider's master lease or the termination of the operation of the Provider for any reason.

37.2.3. As the Provider's Member, the Member does not have any rights under the Provider's lease with the Provider's landlord.

37.2.4. When this agreement is terminated because the term has expired or otherwise, the Member's licence to occupy the Connect Hub is revoked.

37.2.5. The Member agrees to remove their personal property and leave the office as of the date of termination. The Provider is not responsible for property left in the office after termination.

### 38. **DAMAGE AND INSURANCE**

38.1. The Member is responsible for any damage the Member causes to the Provider or Member's office(s) beyond normal wear and tear. The provider has the right to inspect the condition of the office from time to time and make any necessary repairs.

38.2. The Member is responsible for insuring their personal property against all risks. The Member has the risk of loss with respect to any of their personal property. The Member agrees to waive any right of recovery against the Provider, its directors, officers and employees for any damage or loss to the Member's property under their control.

### 39. **NOTICES**

40. Any notice required to be given by either party hereunder may be left at or sent by registered or recorded delivery post to the address shown on the first page hereof or to such new address as may be intimated from time to time.

41. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served or, if served by post, four days after the date of posting

### 42. **RELATIONSHIP**

43. The relationship between the Member and Provider is that of independent contractors dealing at arm's length, and nothing in this Agreement shall constitute either as partner, agent or representative of the other.

### 44. **GENERAL**

44.1. Any notice given by either party shall be made in writing and shall be deemed sufficiently served (a) in the case of notice to the Provider at the Co-working Space or such other addresses or shall have been notified by the Provider for the receipt of notices and (b) in the case of notice to the Member at the addresses indicated in the Agreement or such other addresses have been notified by the Member to the Provider for the receipt of notices, including at the email address of the Member.

44.2. Any formal notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at the its Registered Office address

44.3. Any notice shall be deemed to have been duly received: (a) if delivered personally, when left at the address and for the contact referred to in this clause; (b) if sent by pre-paid first-class post or recorded delivery, at 09:00 on the working day after posting; or (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 44.4. The terms of the Agreement are confidential. Neither party must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for 1 year after the Agreement ends.
- 44.5. Except where the Provider is grossly negligent, the Member must indemnify the Provider in respect of all liability, claims, damages, losses and expenses which may arise
- 44.5.1. If someone dies or is injured in the workstations in use;
- 44.5.2. from a third party in respect of the use of the Connect Hub and the services;
- 44.5.3. If the Member does not comply with the terms of the Agreement.
- 44.6. The Member must also pay any costs, including reasonable legal fees, which the Provider incurs in enforcing the Agreement
- 44.7. This Agreement is not transferable. It is personal to the Member only.
- 44.8. Each right or remedy of The Provider under these Terms and Conditions is without prejudice to any other right or remedy of The Provider.
- 44.9. If any provision of these Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms and Conditions and the remainder of such provision shall continue in full force and effect.
- 44.10. Failure or delay by The Provider in enforcing or partially enforcing any provision of these Terms and Conditions will not be construed as a waiver of any of its rights under these Terms and Conditions.
45. The Member may not use The Brew logo, brand or images in any document or publication, including the internet and in any way in connection with his/her business, unless previously agreed in writing with the Provider.
46. The Member agrees to abide by all rules and regulations of the country. Any violation of regulations may result in termination of Services by the Provider and may subject the violator to fines or imprisonment.
47. The Member will not in any way use or combine the Provider's name, in whole or in part, for the purpose of trading activities.
48. The Member must only carry on business in the name specified on the Agreement.
49. The Member gives permission to the Provider to add their email address to the Provider's marketing database. The email address will not be shared with any other company. The Member can unsubscribe from any newsletters received.

## 50. RIGHTS OF THIRD PARTIES

- 50.1. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## 51. GOVERNING LAW AND JURISDICTION

- 51.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

51.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

51.3. **FORCE MAJEURE**

The Provider shall not be liable for any breach of these Terms and Conditions or any losses resulting therefrom caused by circumstances beyond our reasonable control, including but not limited to acts of God, fire, lightning, flood or extremely severe weather, explosion, war, disorder, industrial disputes (whether or not involving our employees) network failures, or acts of local or central Government or other competent authorities. There may be occasions where, due to an act of force majeure, our service levels may be affected. The Provider reserves the right to alter the services until such time as the Provider is able to resume normal performance. In the event that any act of force majeure prevents us from providing the services for longer than 4 weeks this Agreement may be terminated with reasonable written notice by either party.

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATIONS

1. The definitions and rules of interpretation in this Schedule 2 apply in this agreement:

“Provider”	The Brew Eagle House Limited
“Member”	Signatory of the Agreement.
“Service(s)”	any service/product selected by the Member
“Business Opening Hours “	9am-5pm Monday to Friday except UK public and bank holidays
“Address”	The address at which the Virtual Offices service is provided: The Brew Eagle House, 163 City Road, London, EC1V 1NR
“Co-working Space”	Ground and Lower ground floor of Eagle House 159-189 City Road, London, EC1V 1NR as demised by the Lease or such reduced or extended area as The Provider may from time to time designate as comprising the Building;
“Connect Hub”	Ground floor area designated for use to Members
“Common Parts”	such entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Desk as designated from time to time by The Provider;
“Competent Authority”	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;
“Desk”	a desks within the Building from time to time allocated by The Provider which shall include the Equipment;
“Equipment”	Means, where provided, a desk, a chair, self storage, a telephone and all fixtures and fittings and plant and machinery thereon;
“Lease”	a lease of the Building entered into by The Provider;
“Agreement”	This Agreement and any documents supplemented as or entered into pursuant to this Agreement;
“Membership Fee”	The amount of according to the option chose by the Member per month payable by PayPal, credit or debit card, bank transfer or Direct Debit;

“Membership Period”	12 months from the date of this Agreement
“Necessary Consents”	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use;
“Permitted Use”	business office purposes only;
“Service Media”	all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media; and
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement and the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedules.
3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular and a reference to one gender shall include a reference to the other genders.
5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
6. A reference to writing or written can include faxes and e-mail.
7. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
8. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
9. A reference to the “Member” includes a reference to its employees, agents and all other persons in the Building with the express or implied authority of any of them.

## SCHEDULE 2 – CONCIERGE MAIL PRICE LIST

If the Member exceeds their package limits, the Provider will request a deposit of £50 for which the pricing below will be deducted.

<b>SERVICE</b>	<b>PRICE (per item/letter)</b>
Collection	£0.50
Forward	£1.25
Scan & Email five sides	£0.90
Scan & Email 6-10 sides	£1.30
Scan and Email 10+ sides	£1.80
Recorded delivery	
Special Delivery	



**SCHEDULE 3 – CONCIERGE CALL PRICE LIST**

<b>SERVICE</b>	<b>PRICE</b>
Concierge Call	£15 for 10 calls answered and messages taken per month
Call Connection landline	£0.03 per minute
Call Connection Mobile	£0.29 per minute
Call Transfer Landline	£0.12 per minute
Call Transfer Mobile	£0.29 per minute
Virtual Number	£6.99 per month

If the Member exceeds their package limits, the Provider will request a deposit of £50 for which the pricing below will be deducted for that month.

<b>SERVICE</b>	<b>PRICE per message</b>
Additional Messages for Concierge Call	£1.95
Additional Messages for Concierge Complete	£1.75