



**Virtual Office Services Agreement**

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## **VIRTUAL OFFICE 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's Name, The Member Company Name, 1<sup>st</sup> Floor, 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 when addressed to the Member only; the Company only; or the Member and the Company

2.1.3. Mail cannot be accepted when addressed to the Company and a person who is not a Member

#### **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 the Service

2.2.3. The Provider will carry out the Services according to the instructions on sign-up through the Provider's website as they pertain to the Virtual Office 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 if a Virtual Office Mail Collect, Forward or Scan & Email has been purchased

3.1.2. The standalone Registered Office Service is charged at the rate indicated on the website.

3.1.3. Unless a Virtual Office Mail Collect, Forward or Scan & Email has been purchased, the Member agrees that mail can only be accepted for the Registered Office Service if it is official mail from Companies House or HM Revenue and Customs (HMRC), HM Courts & Tribunals Service and the Intellectual Property Office

3.1.4. Details of the Registered Office Service are available at <https://thebrew.co.uk/registered-office-address/>

3.1.5. 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

3.1.6. 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

3.1.7. 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

3.1.8. 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, the Member 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 office 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. 8 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 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 35 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, Virtual Office Mail services may not be used for direct marketing services which is likely to result in more than 35 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 20 items of mail delivered to the Member at the Provider in any calendar month. In the event that the Provider receives more than 20 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, Virtual Office Mail services may not be used for direct marketing services which is likely to result in more than 20 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 35 items of mail delivered to the Member at the Provider in any calendar month. In the event that the Provider receives more than 35 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, Virtual Office Mail services may not be used for direct marketing services which is likely to result in more than 35 items of mail being delivered to the Member at the Address in any calendar month.

#### ***4.6. REGISTERED OFFICE***

4.6.1. Mail that is official mail from Companies House or HM Revenue and Customs (HMRC), HM Courts & Tribunals Service and the Intellectual Property Office that is delivered at the Provider will be forwarded to the Member

4.6.2. Mail that is not official mail from Companies House or HM Revenue and Customs (HMRC), HM Courts & Tribunals Service and the Intellectual Property Office that is delivered at the Provider will be returned to sender

4.6.3. Mail delivered should not exceed 20 items of mail delivered to the Member at the Provider in any calendar month. In the event that the Provider receives more than 20 items of mail per month on behalf of the Member, the Member shall then pay a handling fee as per the current price list

#### **4.7. WARRANTIES**

4.7.1. 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

4.7.2. No warranties are given for the delivery success of mail to the Provider. Any concerns regarding the whereabouts of mail that is expected to have been delivered to the Provider must be raised with the Sender or the delivery service

#### **4.8. DATA PROTECTION**

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

#### **4.9. LIABILITY**

4.9.1. 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.

4.9.2. 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 that may affect the delivery success of the Members' mail

#### **4.10. TERMINATION**

4.10.1. 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 Virtual Office services. All Members who sign up for Virtual Office 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.

## **6. ORDERING AND PRICING**

- 6.1.1. Orders placed via the website are judged to be an offer of purchase by the Member for the stated services.
- 6.2. 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.
- 6.3. The Member is responsible for Checking the order placed and to ensure that they understand the choice they have made.
- 6.4. It may not be possible to alter orders once they have been accepted.
- 6.5. The Member should contact the Provider with any queries concerning the order being placed
- 6.6. Prices for all services are displayed on the website. The Provider reserves the right to change these prices from time to time
- 6.7. By placing an order, the Member agrees to pay the price advertised on the website.

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

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

## **6.9. MODIFICATIONS TO THE AGREEMENT**

6.9.1. 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.

6.9.2. 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.

6.9.3. 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.

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

## **7. PAYMENT**

7.1. The Member registration and set up fees (if applicable) and recurring monthly fees are payable in advance and are non-refundable.

7.2. 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 the Provider's membership portal or via email to the Provider 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.)

7.3. If the Member has any question regarding any charges that have been applied to their account, the Member must contact the Provider within 30 days of the charge date.

7.4. 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.

7.5. 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.

7.6. Payment must be made via the Providers' payment providers using the valid debit card or credit card designated by the Member, or by direct debit.

7.7. The Member must promptly notify the Provider of changes to: (a) the billing email address, the card 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.

7.8. Any payment received after the due date will be charged interest on the Membership Fee or other

- 7.9. 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).
- 7.10. All banking charges will be borne by the Member.
- 7.11. 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.
- 7.12. 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
- 7.13. 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.
- 7.14. If the membership fee is not paid when due, the service may be suspended without notice, until such payment is made. All 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 more than 30 days, the service may be deemed to have terminated. 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.

## **8. SERVICE DOWNGRADE**

- 8.1. 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.
- 8.2. 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.

## **9. DURATION AND TERMINATION**

- 9.1. 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.



- 9.2. 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.
- 9.3. The Member cannot claim a refund for Services not used.
- 9.4. STANDARD DURATION AND TERMINATION TERMS AND CONDITIONS
- 9.5. 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
- 9.6. The Member's closing month of chargeable service will begin on their usual monthly billing date following this notification
- 9.7. 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
- 9.8. The Provider may terminate this Agreement immediately by giving notice to the Member if:
  - 9.8.1.1. The Member becomes insolvent, goes into liquidation or becomes unable to pay the outstanding debts to the Provider when due;
  - 9.8.1.2. 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
  - 9.8.1.3. The Provider deems that the Member is not complying with the Provider's policies or AML obligations; or
  - 9.8.1.4. The Provider deems that the Member does not communicate with the Providers' staff in a respectful manner
- 9.8.2. If the Provider ends this Agreement for any of the reasons in 9.4 (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.
- 9.8.3. 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.
- 9.8.4. Once service has been terminated, reinstatement of services is strictly subject to the Provider's 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.

9.8.5. 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.

## **9.9. MODIFICATION OF SERVICE**

9.9.1. 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 not obligated to support or update the Service. The amended Terms shall be effective immediately after they are posted on the Provider's website

9.9.2. The Member's continued use of the Service after the posting of the amended Terms on the Site constitutes the Member's affirmative: (a) acknowledgment of the Terms and its modifications; and (b) agreement to abide and be bound by the Terms, as amended. The Member acknowledges/agrees that the Company shall not be liable to the Member or any third party in event that the Provider exercises its right to modify/discontinue all/part of the Service.

9.9.3. The Provider may change or supplement these Terms and Conditions from time to time, including, without limitation, the charges.

9.9.4. 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.

### **9.9.5. COMPLAINTS**

9.9.6. The Provider is dedicated to providing its Members with a first class service. 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 72 hours of receipt of the email.

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

10.1. The Provider is not liable for:

10.1.1. 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

10.1.2. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Member's employees, customers or other invitees to the Building in the exercise or purported exercise of the rights granted by clause 22.

10.2. Nothing in clause 10.1 shall limit or exclude The Provider's liability for:

10.2.1. 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.

10.2.2. 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.

10.2.3. 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

10.2.4. 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.

10.2.5. In the event that a third party fails to deliver on a particular service, e.g. Royal Mail misplacing post, the Provider will not be liable, nor applicable to any form of refunds or compensation claims related to the service.

10.3. 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.

10.4. 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.

10.5. 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.

## 11. INDEMNITY

11.1. 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.

11.2.

**12. VAT**

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

**13. DAMAGE AND INSURANCE**

13.1. 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.

**14. NOTICES**

15. 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.
16. 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

**17. RELATIONSHIP**

18. 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.

**19. GENERAL**

19.1. 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.

19.2. 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 its Registered Office address

19.3. 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.

- 19.4. 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.
- 19.5. 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
- 19.5.1. from a third party in respect of the use of the services;
- 19.5.2. If the Member does not comply with the terms of the Agreement.
- 19.6. The Member must also pay any costs, including reasonable legal fees, which the Provider incurs in enforcing the Agreement
- 19.7. This Agreement is not transferable. It is personal to the Member only.
- 19.8. Each right or remedy of The Provider under these Terms and Conditions is without prejudice to any other right or remedy of The Provider.
- 19.9. 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.
- 19.10. 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.
20. 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.
21. 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.
22. 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.
23. The Member must only carry on business in the name specified on the Agreement.
24. 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.

## **25. RIGHTS OF THIRD PARTIES**

- 25.1. 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.

## **26. GOVERNING LAW AND JURISDICTION**

26.1. 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.

26.2. 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).

**26.3. 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:

<b>“Provider”</b>	<b>The Brew Eagle House Limited</b>
<b>“Member”</b>	<b>Signatory of the Agreement.</b>
<b>“Service(s)”</b>	<b>any service/product selected by the Member</b>
<b>“Business Opening Hours “</b>	<b>9am-5pm Monday to Friday except UK public and bank holidays</b>
<b>“Address”</b>	<b>The address at which the Virtual Offices service is provided: First Floor, The Brew Eagle House, 163 City Road, London, EC1V 1NR</b>
<b>“Competent Authority”</b>	<b>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;</b>
<b>“Agreement”</b>	<b>This Agreement and any documents supplemented as or entered into pursuant to this Agreement;</b>
<b>“Membership Fee”</b>	<b>The amount of according to the option chose by the Member per month payable by credit or debit card or Direct Debit;</b>
<b>“Necessary Consents”</b>	<b>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;</b>
<b>“Permitted Use”</b>	<b>business office purposes only; band</b>
<b>“VAT”</b>	<b>value added tax chargeable under the Value Added</b>

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 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 the person who has been verified to use the Service



**SCHEDULE 2 – VIRTUAL OFFICE 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	