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# TERMS & CONDITIONS (Terms of Business)

Thank you for your interest in our service. By agreeing to these Terms and Conditions (Terms of Business) and signing up as a Client, you agree to be legally bound by them, including those incorporated by reference.

Please read these terms carefully. If you do not accept the Terms and Conditions stated here without modification, you may not use the services.

Registered Office (UK) Ltd (The Company), trading as MYCO Works, The London Office, The Edinburgh Office, The Ipswich Office, The Manchester Office, The Cambridge Office, The Gibraltar Office and The Office Support may revise these Terms and Conditions at any time by updating this page. You should visit this page periodically to review them because they are binding on you.

In these Terms and Conditions, "The Registered Office (UK) Ltd", and all services related to it, including text, images, photographs, user interface, "look" and "feel", data and other content included in it from time-to-time (including, without limitation, the selection, coordination and arrangement of such content) are referred to as the "Website" or "Service".

In these Terms and Conditions, any mention of "we" or "us" refers to the Registered Office (UK) Ltd.

## YOUR ATTENTION IS DRAWN SPECIFICALLY TO CLAUSE 9 - LIMITATION OF LIABILITY

### 1. Information About Us

1.1 Company Information. Registered Office (UK) Ltd (Registered in England - Company Number 09347868)

1.2 Address. 85 Great Portland Street, First Floor, London, W1W 7LT

1.3 Our Websites:

- [theregisteredoffice.com](https://theregisteredoffice.com)
- [mycoworks.co.uk](https://mycoworks.co.uk)

- [thelondonoffice.com](http://thelondonoffice.com)
- [theedinburghoffice.com](http://theedinburghoffice.com)
- [theipswichoffice.com](http://theipswichoffice.com)
- [theoffice.support](http://theoffice.support)

## **2. The Agreement**

2.1 You confirm that you have written authority to bind any business or company on whose behalf you act to use our service.

2.2 This agreement and our privacy policy constitutes the entire agreement between us and supersedes any previous agreement both written and spoken.

## **3. Our Service**

3.1 Registered Office Address. Our address (when ordered and paid for) maybe used as your company"s official address (Registered Office Address) with Companies House. Mail received (Official mail) addressed to the company will be forwarded to you free of charge. Official mail includes (and limited to) mail from Companies House, HM Revenue & Customs, HM Courts & Tribunals Service and the Intellectual Property Service.

3.2 Director Service Address. Our address (when ordered and paid for) may be used as the director service address for the directors of a Ltd company when a registered office address is also ordered. Mail received (official mail) addressed to the directors will be forwarded free from charge. Official mail includes (and limited to) mail from Companies House, HM Revenue & Customs, HM Courts & Tribunals Service and the Intellectual Property Service.

The price is £12.00 when bought together with a Registered Office Address or £20.00 when added after two weeks.

3.3 Virtual Business Address. Our address may be used as a virtual business address (when ordered and paid for) for your company. Our address can be used on your website and stationery as your business correspondent address for the sole purpose of receiving and forwarding mail.

3.4 Telephone Answering Service. We will provide you with a London (0203) or Edinburgh (0131) phone number which you can use as your business phone number or divert calls to. Calls will be answered by our staff in your company name with

messages being sent to you via email. Calls will be answered Monday to Friday, 9:00am to 5.30pm.

If we discover or suspect that our services are being used for inappropriate, illegal, unethical or immoral purposes (including cold calling), your services will be immediately suspended pending further investigation.

3.5 Free mail forwarding. When a service ordered includes the free mail forwarding of official mail, we will by default open, scan and email your mail to you. Should you require a hard copy of any item of official mail, you will need to request this within 1 month of the original upload through your admin control panel.

All originals will be sent within 2 weeks from the request date.

If a hard copy has not been requested within 1 month of delivery, mail will be disposed of via a confidential waste service.

International mail is sent twice a week.

3.6 Virtual Business Address. We offer free scanning of your business mail. You can change your preferences through your online control panel. When unscannable items are received, they will be automatically forwarded (for example, but not limited to: bank cards, lottery/raffle tickets, photos, payslips, postcards, occasion cards, small cheques, pressure sealed mail {fold & tear mail}, and any items not in A4 page size format).

Pin numbers are scanned unrevealed. To have your pin revealed, please request original letter to be forwarded. If you prefer the pin to be revealed and scanned, please contact mail department.

When business mail is scanned and you require a hard copy you will need to request this within 1 month of the original upload through your admin control panel. All originals will be sent within 2 weeks from the request date.

If a hard copy has not been requested within 1 month of delivery, mail will be disposed of via a confidential waste service.

International mail is sent twice a week.

Cheques, bank cards and PINs are sent via tracked and signed if possible (some countries allow signed or tracked only).

When only official mail is included in your service (Registered Office package) and business mail is received, we will request for you to add an additional service of Virtual Business Address or we will return the mail after 7 days.

Regardless of whether you choose scan and email or not, magazines will be automatically forwarded.

Mail forwarding of business mail. Business mail will be forwarded to you (to the address provided on your initial order unless changed) daily. Mail forwarding is charged at cost of post plus £0.20p per item of mail. A postal deposit will be required to cover all mail forwarding. Mail will not be forwarded if a deposit has not been provided or has insufficient funds to cover costs.

3.7 Mail collection. We offer free official and business mail collection from our offices in London W1W, London WC2, Edinburgh EH3 and Ipswich IP1 only.

Mail must be collected within 1 month from receiving the notification. Mail not collected within 1 month, will be forwarded.

3.8 Parcels are accepted within our business mail service at London W1W, London WC2, Edinburgh EH3 and Ipswich IP1 1RJ locations only. Parcels are NOT accepted at 63-66 Hatton Garden (London), 101 Rose Street South Lane (Edinburgh) or 10 Queen Street (Ipswich).

- All parcels must be addressed to the business name.
- Maximum of 1-2 parcels per month - maximum 2kg / standard shoebox size (approx. 35cm x 25cm x 13cm).
- Following the mail preferences on your account, parcels will be forwarded to you (shoebox size max, up to 2kg) or you'll be asked to arrange collection (in person or by a courier)
- No regular returns accepted (If companies sell parcels, our address may not be used as the regular address)
- Goods are not insured whilst on our premises.

Regular parcels handling fees:

- Collection £5 each
- Forwarding £5 each + postal charges.

3.8.1. Parcels collection

All parcels from collection-able addresses, need to be collected within 1 week.

Please note that any parcels not collected within 7 days from our notification email will be securely destroyed. £5 handling fee will be charged.

3.8.2 Parcels larger than a standard shoebox size and/or heavier than 2kg will not be accepted.

Should we be unable to refuse a large parcel (for example if dropped by a courier without our attention), we'll charge a £10 handling fee per parcel, and it will have to be collected from our Ipswich Head Office (Princes Street, IP1 1RJ) within 7 days. No oversized parcels collection from London).

Oversized/overweight parcels delivered to Edinburgh EH3 office, must be arranged for collection from that location.

Please note that any parcels not collected within 7 days from our notification email will be securely destroyed. £5 handling fee will be charged.

3.8.3 Unwanted parcels.

When unwanted parcels (for example but not limited to: sent/delivered by mistake, not included in the services etc., ) are received (from Royal Mail and Couriers) we will notify clients and discuss forwarding options.

Please note if no response is received within 7 days from the notification email, parcels will be securely destroyed. £5 handling fee will be charged.

3.9 Opening of Mail or Parcels. We will not normally open client's mail or parcels unless requested to do so. However, we reserve the right to open and inspect any mail received here if we deem it necessary (for example, but not limited to: suspicion of prohibited items, to identify who the item belongs to, if our address is being used without our permission, an item arrives damaged and need repacking, etc.). We also reserve the right to return, report to the authorities, act upon or otherwise dispose of mail. If you use our address for any service, you agree to this.

3.10 Changing of mail forwarding address.

It is client responsibility to update their account with their new address and proof of that address. When forwarded mail is returned, we will notify you and ask for new address. If new address is not received within 7 days from receiving our notification,

your account will be on Hold Address and mail will be returned to sender without further notification.

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### 3.11 Forwarded mail returned

When forwarded mail is returned to us (for example but not limited to: no collection from local post office, refused by addressee or customs declaration) we will notify you and ask for alternative forwarding option. If response is not received within 7 days from our notification email, mail will be returned to sender without further notification.

### 3.12 Royal Mail „We missed you cards „

When „We missed you card“ is received, mail cannot be collected by us from the local post office (as per Royal Mail restrictions).

On clients requests, we will scan and email the card. It is up to clients interest to contact post office and receive the mail.

### 3.13 Signed for mail

Offices based at 63– 66 Hatton Garden London, 101 Rose Street South Lane Edinburgh and 10 Queen Street Ipswich are unmanned. Therefore, signed for mail and parcels are not accepted at those locations.

3.14 Mail containing biohazardous items, sharp needles, any and all bodily fluids, covid tests or any other substances that may be deemed dangerous, will be destroyed immediately. Repeat offences may cause a temporary suspension of the account.

3.15 We only accept Original Requests, for documents which might lose quality and/or authenticity in the scanning process. These include but are not limited to certificates, signed documents, perforated letters and concealed pin letters.

3.16 Your mailing preferences may be changed to forwarding should your account be deemed more beneficial to this service. You will be notified of this change within 2 weeks of the change.

## **4. How Our Address May Be Used**

4.1 Registered Office Address (when ordered)

4.2 Director Service Address (when ordered)

4.3 Virtual Business Address (when ordered)

## **5. How Our Address May Not Be Used**

5.1 Immoral or Illegal Use. Our address may NOT be used for any Immoral or Illegal purposes. If we suspect this is happening, your account will be suspended pending further investigation or terminated.

5.2 Personal Mail. Our address may NOT be used for any personal mail.

5.3 DVLA. Our address may NOT be used with DVLA. All car related mail, for example but not limited to: vehicle registration, driving licence, parking tickets, speeding tickets, debt collectors/ enforcement agents on behalf of unpaid fines, etc, will be returned to sender without notification.

5.4 Vehicle Penalties. Our address may NOT be used for receiving penalties or fines relating to vehicles, including but not limited to speeding fines, penalty charge notices and parking charge notices. This kind of mail will be returned to sender without notification

5.5 Physical Address. You may NOT imply that you have a physical presence at our address. We reserve the right to advise any visitors to our office(s) that you have a virtual business address only.

5.6 Business Categories. We reserve the right to disallow categories of business as we see fit.

5.7 Google. „Google My Business“ does not allow the addresses of mail receiving agencies to be used as a business address. Our addresses may NOT be used as your „Google My Business“ address.

## **6. Fee, Payments, Refunds, Postal Deposit & Renewals**

6.1 Fees paid in advance will be subject to the refund policy, in where any cancellations after 14 days will not be refunded.

6.2 Payments. Payments can be made by debit or credit card using our online payment service.

6.2.a BACS/INVOICE'S payments for resellers only.

6.2.b All payments must be paid in GBP. Any fee's incurred is liable to the customer for payment.

6.2.b.ii Customer accounts will not be made active to the customer until the order is paid in full.

6.2.b.iii If the business has incurred any fees when taking payment, this will also be liable for the customer to pay and subject to clause 6.2.b.ii

6.2.a.i If a total of three unpaid invoices passes the expiration date, said account will no longer be able to pay via invoices and will be subject to the online payment service for up to 6 months.

6.3 Refunds. Refunds when applicable will be sent within 30 days. No refunds for any reason will be considered for any paid periods unless requested within 14 days from date of order.

All Refunds will be subject to a £10.00 or 10% admin fee - whichever is greater.

6.3.1 No refunds are available if the order included Free Limited Company Formation and company was successfully incorporated by us.

6.3.2 No refunds will be available on renewal payments.

6.3.3 All refunds will be subject to the Admin Fee stated above.

6.3.4 In the absence of a missed promotion/discount/offer, no refunds will be given retroactively.

6.3.5 Any unclaimed Postal Deposit will not be refundable after 6 months, from service expiration date.

6.4 Transferring of services. Our services are sold per company. Service can be cancelled by account holder at any point, however any remaining service for that company cannot be transferred to a new company.

6.5 Postal Deposit.



A postal deposit of £20.00 for UK forwarding or £50.00 for overseas forwarding is required and will be used to forward your mail and any handling fees payable.

When your postal deposit drops below £5 (for UK forwarding) or below £7 (for overseas forwarding), we will ask for you to top it up. If not received and your deposit is spent, your account will be on hold.

When on Hold Deposit and business mail is received, it will be held for a maximum 7 days. If top up is not received within 7 days from our notification email, mail will be returned to sender without further notification.

When on Hold Deposit and is parcel received, it will be held for a maximum of 7 days. If deposit top up is not received within 7 days from our notification email, parcels will be securely destroyed without further notification.

When there is not enough deposit to cover the cost of parcels collection handling fee or parcels handling and forwarding fees, we will ask for deposit top up. If no top up is received within 7 days from our notification, parcels will be securely destroyed.

Some services require a postal deposit that is automatically added to new orders. If you decide to not the pay postal deposit as required, you will be automatically assigned to scan and upload of your business mail. All non-scannable items require top-up of postal deposit.

If top up is not received within 7 days from our notification email, mail will be returned to sender, parcels will be securely destroyed without further notification.

6.6 Renewals. A renewal notice will be sent out via email 30 days prior to the date of renewal. If we do not receive confirmation of your intention to renew by the renewal date the service will stop without further notice. Mail will be returned to sender after 7 days immediately and calls will not be answered.

6.6.a Any renewals made after the cancellation date, but within the first six months of this, will retain its original renewal date.

6.6.b Any renewals made after the first six months from the account being cancelled will hold the new payment date. This will require your KYC, ID Documents, to be resubmitted before your account with us is active again.

You agree to take full responsibility to renew your service with us.

The Registered Office (UK) Ltd. reserves the right to refuse a renewal of any service for any reason.

## **7. Proof of ID & Address**

7.1 To comply with Anti-Money Laundering (AML) regulations and 'Know Your Customer' (KYC) requirements we need to obtain proof of identification and proof of residential address documents for all account holders who use our address and phone services.

7.2 Proof of ID accepted. Passport, Driving licence (photocard only, no paper UK driving licences can be accepted), National identity card, HM Forces identity card, Student Card (must be current), Employment identification card, Disabled drivers blue pass.

7.3 Proof of Address accepted. We require proof of residential address which must be dated within the last 3 months. Documents accepted: telephone bill, mobile bill, utility bill, mortgage statement, council tax bill, bank statement or credit card statement. If a client's address has changed, it is the client's responsibility to update their account with their new proof of address.

7.4 Proof of ID and Address must be received within 7 days from date of order. Failure to do so will cause your account to be suspended. All mail received without ID documents being accepted and verified, will be returned to sender and parcels will be destroyed, without notification.

7.4.1 Telephone Answering Services and incorporations will not be completed until the correct ID documents have successfully been approved.

## **8. Cancellation of Service**

8.1 Cancellation by you. If you are not completely satisfied with our services for any reason, you can cancel (in writing) this agreement within 14 days from the date of order if our address has not been used for any reason. If you do not cancel within 14 days, the service will continue to operate until such time the service expires.

8.2 Cancellation by us. We reserve the right to suspend and/or cancel any service with immediate effect for any reason, including (but not limited to): non-payment, suspected use of our address for immoral or illegal activity, use of our address to register a vehicle with DVLA, using our address for personal mail, inappropriate conduct (see 8.5) or anything we consider a misuse of our service.

8.3 Consequence of cancellation by us. Whereby services are suspended and/or cancelled by Registered Office (UK) Ltd before the end of an agreed term for any

reason, we shall have no obligation to refund you for services already paid for, other services or any other loss or expense incurred.

8.4 Appropriate conduct. Clients who visit our offices (to collect mail, for example) or speak to us on the telephone are required to conduct themselves courteously and appropriately at all times and to comply with Registered Office (UK) Ltd procedures and/or requests with regard to conduct and respect for other clients, the property of Registered Office (UK) Ltd, its employees and their health and safety.

8.5 Inappropriate conduct. Conduct that we reasonably consider inappropriate or unacceptable, whether in person or on the telephone, includes (but is not limited to) creating an inappropriate level of noise and/or any behaviour which other clients or members of staff may find intimidating, harmful, disruptive or offensive in any way.

We reserve the right to suspend and/or cancel any service with immediate effect due to anything we consider inappropriate conduct.

8.6 Bailiffs and Debt Collectors. We reserve the right to cancel the service you have with us if a bailiff or debt collector visits our premises. We further reserve the right to pass on your details to a bailiff or debt collector should this occur. 8.7

Disputed address on Companies House. It is client's responsibility to update Companies House with the right address.

Once the service is cancelled and our address is still used on Companies House within the next month, we will take actions to remove the address as per Companies House procedures. Clients are notified.

All mail received is returned to sender.

**8.8** We reserve the right to suspend or cancel your service, should we believe that the address is being used outside of the services purchased. The status on the account will reflect the suspension with the following, "Hold ROA" (Registered Office Address), "Hold DSA" (Directors Service Address) and "Hold VBA" (Virtual Business Address) depending on which service is being used without permission

## **9. Compensation, Indemnity & Limitations of Liability**

9.1 Compensation. Due to the type of services we provide, any compensation claim shall be limited in total to 1 month's service fee. We cannot accept any compensation claim that is the result of consequential loss to your business.

9.2 Indemnity. By accepting these terms, you fully agree to indemnify us from any such claim. You also fully agree to indemnify us from any claim arising from whatever reason, from a third party, and that any such claims will be handled solely and completely between yourself and the third party. If the third party fails to deliver on a service, we will not be liable, nor applicable to any form of refunds or compensation claims related to the service.

9.3 Limitations of Liability. We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for, any loss of profits, sales, business, or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated saving, loss of goodwill or any indirect or consequential loss.

## **10. Communication & Contact Information**

10.1 Communication. When we refer to "in Writing", this includes e-mail.

10.2 Contact Information. It is your responsibility to update all contact information using your admin control panel. Failure to keep all contact information (including mailing address, email address and telephone number) up to date can result in the suspension of your service.

10.3 Mailing Address. It is your responsibility to ensure your mailing address is complete and wholly correct. You can login to your account at any time to view and/or edit your mailing address.

We are not liable for forwarding mail of any kind to an address provided by you that has been entered incorrectly.

## **11. Other Terms**

11.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions.

11.2 You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing.

11.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties Act) 1999.

11.4 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

11.5 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.6 We shall use all reasonable endeavours to treat your confidential information as confidential.

11.7 Nothing in these Terms and Conditions shall be deemed to establish any partnership or agency relationship between the parties. 11.8 The headings of these Terms shall not affect interpretation.

11.9 The Contract 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.

11.10 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

11.11 Change of address. We reserve the right with 14 days written notice to change, amend or close any location (office or address). An alternative address will be offered. Should you choose not to use the newly offered or amended address you will not be entitled to a full or partial refund.

11.12 Notice of Disclosure. All mail items received and business information acquired is treated as commercially confidential and will not be disclosed to anyone outside our company or partner companies we use in the provision of your service. We reserve the right, however, to provide information to the police or other investigative bodies where it is our belief that our services are being or have been used for criminal or fraudulent purposes.

## **12. Intellectual Property**

12.1 The copyright on this website belongs to Registered Office (UK) Ltd. All other intellectual property rights are reserved. All contents of this website are the copyrighted property of Registered Office (UK) Ltd and are protected by English and international copyright laws. You may not frame or use framing techniques to enclose

any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Registered Office (UK) Ltd without our prior express written consent.

12.2 All copyright, trademarks and all other intellectual property rights in the website and its content (including without limitation the website design, structure, layout, text, graphics and all software and source codes connected with the website) are owned by or licensed to Registered Office (UK) Ltd or otherwise used by Registered Office (UK) Ltd as permitted by law.

12.3 All content on all websites owned by Registered Office (UK) Ltd is copyrighted and remains the property of Registered Office (UK) Ltd. No part of any of our websites, including images, text, source code, logos or other trademarked material may not be reproduced without written permission. Reproduction of any content taken from any of our websites shall be punishable under UK copyright law.

## **13. Meeting Rooms**

### **APPLICATION OF TERMS**

13.1 No order placed by the Hirer shall be deemed to be accepted by the Owner until a written email confirmation of order is issued by the Owner.

13.1.1 Clients can only book meeting space at the location their company is registered at during the opening hours as set by the Owner.

13.1.2 No discounts are available for meeting room use.

13.1.3 Variations to the number of people/room size required.

Where the Hirer desires to increase the number of people attending a meeting and where the Owner accepts such a variation to the Meeting Agreement in writing, the Hire Charge shall be increased by such amount as is equal to the Owner's standard rates from time to time for the hire of any additional room size (subject to availability).

13.1.4 Only clients who have either our 'Virtual Business Address' or 'Virtual Business Plus' service are eligible to book meeting rooms.

### **PAYMENT**

13.2.1 Payment must be made in full to book a meeting space and must be made via our online booking system.

13.2.2 Reservations made through our Official App services, only guarantee for up to 1 hour the chosen time slot. Payment will need to be paid via a payment link sent via

email, upon the completion of the booking. Only once the payment has been taken, is the booking confirmed as going through for acceptance as stated in Clause 13.1.

13.2.3 No other form or promise of payments will be accepted to order and hire any and/or all spaces.

13.2.4 Printing and telephone services will not be made available to the Hirer under any condition unless pertaining to the health and safety of any/all attendees at the location of the hired space.

13.2.5 Subject to clause 13.7.1 – 13.8, if any damage is found to be caused by the Hirer and/or any of the Hirer’s attendee’s, a charge of the cost of item, cost of repair plus a 20% fee will be charged to the Hirer, with an immediate suspension of the Hirer’s account until said fees are paid in full.

13.3 All Meeting Rooms are sold as seen. If for any reason the Hirer is not satisfied with the allocated space, they may request a transfer within 15 minutes of arrival and the Hire Charge shall be increased by such amount as is equal to the Owner’s standard rates from time to time for the hire of any additional room size (subject to availability).

**HIRER’S OBLIGATIONS**

13.4 On the occasion that the Hirer arrives earlier than the recommended time or leaves the Meeting Room later than the time paid for, they will be subjected to the “Overrun” fee’s as stated below and in the Meeting confirmation email.

Late/Early “Overrun” Fees	for 30min	for 1 hour
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W1	£20.00	£25.00
WC2	£25.00	£30.00
Premium 4 Chair Meeting Room	£30.00	£35.00
Premium 8 Chair Meeting Room	£35.00	£40.00



Premium 10 Chair Meeting Room	£40.00	£50.00
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13.7.1 If any item as provided by the Owner, is at any stage during the hire appears to be faulty and/or not in relative working order, said item must be reported by the Hirer immediately to a member of staff on site.

13.7.2 it shall procure that no person:

- (a)fixes anything to the Rooms or Common Parts of the premises without the prior written consent of the Owner.
- (b)marks, soils or damages the structure or contents of the Rooms or any part of the premises;
- (c)paints or constructs any object or structure inside the Rooms or any other part of the premises;
- (d)leaves anything in, or in any way obstructs, any stairwells or emergency exits or obstructs any notices of any emergency exits in the premises;
- (e)fails to comply with any of the safety procedures which have been notified to the Hirer by the Owner;
- (f) causes a nuisance to the other users of the premises;

13.8 it shall procure that no person brings any alcohol into our premises.

13.9 it shall ensure that all persons vacate the Rooms on each day at the times notified by the Owner;

13.10.1 it shall ensure that all persons attending our meeting spaces are registered in order that at all times whilst in the premises there is an accurate record of who is in the building;

13.10.2 the Owner and its servants or agents retain the right at all times during the Hire Period to enter the Rooms.

13.10.3 the Owner may for any reasonable cause refuse entry to the premises and procure the removal from the premises of any person or thing.

13.11 The Hirer agrees that at the end of the Hire Period it will advise the Owner of any damage caused to the Rooms and/or furniture and ensure that the Rooms/Kitchen Facilities are left in a tidy state.

13.12 The Hirer agrees that within 48 hours of the end of the Hire Period it shall remove from the premises anything which has been brought into the premises (other than by the Owner) for the purposes of or in connection with the meeting. The Hirer agrees that should it fail to remove any such items or equipment from the premises within 48 hours of the end of the Hire Period the Owner shall be entitled, but not obliged, to return such items or equipment to the Hirer and the Hirer shall pay the Owner its costs for doing so.

13.13 The Hirer agrees that should it fail to remove any such items or equipment from the premises after the expiry of 7 days from the end of the Hire Period the Owner shall be entitled to deal with such items or equipment as it, in its sole discretion, thinks fit.

13.14 If attendees are late for the start of their scheduled time slot, then unfortunately we are unable to change meeting time slots to make up for missed time. No refunds will also be provided.

## **OWNER'S OBLIGATIONS**

13.15 The Owner agrees that during the Hire Period it shall ensure that the Rooms are properly heated and lit and that electricity supply is maintained to the Rooms.

13.16.1 The Owner gives no warranty other than expressly agreed in writing by both parties that the Rooms are legally or physically fit for any specific purpose.

13.16.2 The Owner agrees that it shall not use or cause to be used any copyright or other intellectual property rights of the Hirer or any other third party without having obtained prior written consent from the relevant party.

## **LIABILITY AND INDEMNITY**

13.17 The Hirer shall indemnify and keep indemnified the Owner against any loss, damage, liability, expense or costs incurred by the Owner as a result of any claim, demand or proceedings threatened or instituted against the Owner arising out of the negligence of the Hirer or its servants or agents during the use of the Rooms for the Function or any breach of the Hire Agreement and/or these Conditions.

13.18 The Hirer shall maintain, at its own cost, public liability insurance cover for the sum of at least two million pounds (£2,000,000) with a reputable insurance company or an underwriter of good repute at Lloyds, in respect of its liabilities pursuant to the Hire Agreement and these Conditions. Where the Hirer is a publicly funded body and self-insures, subject to the Hirer providing written evidence, to the reasonable satisfaction of the Owner, of the adequacy of such self-insurance, the Owner may in its absolute discretion agree that such arrangements as the Hirer has made to self-insure are sufficient to meet the Hirer's obligations under this Condition (13.18) and the Hirer shall not be required to maintain additional insurance pursuant to this Condition.

13.19 The Owner warrants to the Hirer that the hire of the Rooms and the provision of the Services will be provided with reasonable care and skill.

13.20 Except in respect of death or personal injury caused by the Owner's negligence, the Owner shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law, or under the express terms of the Hire Agreement and/or the Conditions for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Owner, its servants or agents or otherwise) which arise out of or in connection with the hire of the Rooms or their use by the Hirer or the provision of the Services and entire liability of the Owner under or in connection with the Hire Agreement and/or these Conditions shall not exceed the amount of the Hire Charge.

13.21 Without prejudice to the generality of Conditions 13.17 and 13.20, the Hirer shall be responsible for, and shall indemnify and hold the Owner harmless:

13.21.1 for any loss or damage, howsoever caused, to the Hirer's tools and equipment, or any tools, equipment or property belonging to any employees, agents, sub-contractors or guests of the Hirer whilst in the premises and whether intended for use with the meeting space or not.

13.21.2 for any loss or damage to the premises arising out of the Hirer's use of the Rooms or the premises whether in connection with the meeting space or not including all acts and omissions of its employees, agents, subcontractors and guests whilst in the premises.

13.21.3 from any and all claims, demands and causes of action asserted by any third party (including without limitation the Hirer's employees, agents, subcontractors or guests) for personal injury, death or loss of or damage to property resulting from the Hirer's negligence, except where such personal injury, death or loss of or damage to property is the result in whole or part of the Owner's negligence in which case the

Hirer's indemnity shall be in proportion to its allocable share of joint negligence, if any.

13.22 Early arrival at the location is permitted to 10 minutes before ordered time slot to avoid disturbing other members using the facilities.

#### **TERMINATION BY THE HIRER**

13.23 If the Hirer terminates the Hire Agreement at any point in time, then no refunds will be given by the Owner.

#### **TERMINATION BY THE OWNER**

13.24 The Owner shall have the right to terminate the Hire Agreement immediately without affecting its accrued rights by giving notice to the Hirer if:

13.24.1 the Owner reasonably believes that:

- (a) the Hirer intends to use the Rooms for any purpose other than a business meeting; or
- (b) the meeting may lead to a breach of the peace or acts of violence may occur or damage may be occasioned to the Rooms or any other part of the premises or its contents.

13.25 the Hirer shall immediately vacate the premises and procure that all persons and things which it has caused to be in the premises leave or are removed;

13.25.1 the Owner shall be entitled to retain all sums paid under the Hire Agreement.

13.25.2 the Hirer shall have no claim against the Owner for any loss or damage or liability incurred by the Hirer in consequence of the termination.

13.25.3 The owner has the right to suspend any future use of Meeting Rooms and/or cancel any services with the Hirer, if any unacceptable behaviour occurs.

13.26 The Owner may at any time with undue notice, close the premises for any purpose, no compensation or refund shall be made unless for the order of a Meeting Room.

## **FORCE MAJEURE**

13.27 Neither party shall be liable for delay in performing or failure to perform its obligations under the Hire Agreement if that delay or failure arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control (a Force Majeure Event) including, but not limited to, any of the following:

- (a) Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; extreme adverse weather conditions;
- (b) explosion or accidental damage; collapse of building structures, failure of machinery, computers or vehicles;
- (c) war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; pandemic; declaration of a state of emergency; nuclear, chemical or biological contamination or sonic boom or the threat of or preparation for any such events or acts; or
- (d) voluntary or mandatory compliance with any law (including any change in the law or interpretation of the law); non-performance by suppliers or subcontractors; and interruption or failure of a utility service, including but not limited to electric power, gas or water.

13.28 If a meeting is prevented from taking place by reason of a Force Majeure Event, either party may terminate the Hire Agreement on giving notice to the other party in writing.

## **GENERAL**

13.29 The Hirer may not assign, charge or deal in any other manner with the Hire Agreement or any of its rights or obligations under these Conditions or transfer delegate or sub-contract any of its said rights or obligations without the prior written consent of the Owner.

13.30 Any notice required or permitted to be given by either party to the other under the Hire Agreement shall be in writing and sent by email communication.

## **COVID-19**

13.31 Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing

their obligations under this agreement. The Hirer acknowledges that COVID-19 may require the Owner to take one or more of the following measures for the safety of its staff and the safety of delegates attending the meeting to which this booking relates:

- (i) Impose maximum delegate numbers at the meeting
- (ii) Limit drink availability
- (iii) Impose specific requirements regarding personal protective equipment such as the wearing of masks

In some circumstances, the Owner might consider revising the booking fee.

If the Owner is obliged due to specific Government restrictions, to close the office, the Owner may offer the Hirer an alternative date for the meeting but if that cannot be agreed, the booking will be deemed cancelled and any payment will be returned in full.

## **14. Business Lounge**

14.1 Use of the business lounge is only permitted to one person per Account at any time. No guests may be permitted to attend concurrently.

14.1.1 Anybody entering the premises must sign in at entry to confirm the identity of User.

14.2 Early arrival at the location is not permitted before opening times.

14.3 A Fair Usage Policy time limit is set to 8 Hours per Company per calendar month, unless authorised by the Owner or any servant/agent of the Business. You consent that usage of facilities will be logged by the Owner or any servant/agent of the Business to track adherence.

14.3.1 In the extent that the usage of the facilities have exceeded the monthly limit, the User must request in writing to the Owners in advance, whereupon an agreement may be made upon an additional fee.

14.3.2 The issuance of a Membership Card or some other form of identification may be given to attendees as to which will be needed for every use of the facilities.

Failure to present the form of Identification will subject the Visitor to denial of entry.

14.3.2.1 If for any reason, the issued form of identification is Lost/Stolen, the User must inform the Business as soon as possible. As to which a fee of £5 will be made for the issuance of a replacement.

14.3.2.2 If the User is unable to provide the fee needed for the replacement, this can be deducted from the Companies" Postal Deposit. Should this also not be possible, a refusal of entry will be held in place until such funds is acquired from the User.

14.4 A maximum occupancy for use of the Business Lounge areas is set at 15 people at any one time unless stated by the Owner or any servant/agent of the Business.

14.4.1 In the event that the facilities have reached maximum occupancy, the User accepts that it is beyond the Owners control that adequate space is provided; however, the use of the Meeting Rooms will not be made accessible through compensation but remains an option to be used as paid for through the listed standard rates protocol.

14.5 The Owner may at any time with undue notice, close the premises for any purpose and no compensation or refund shall be made.

14.6 All Users of the Business Lounge Areas are subject to the same Terms & Conditions as stated between Section 13.1 and 14.

You should print a copy of these Terms of Business or save them to your computer for future reference.

Updated 01.03.2022