

Virtual Office Terms and Conditions

1 Definitions

In these Terms and Conditions:

'Affiliate' means a company or organisation that has entered into an agreement with NBV by which the Affiliate's premises are used to provide a Business Centre.

'Agreement' means a contract between NBV and You incorporating these Terms and Conditions for the provision of Virtual Office Services.

'Application Form' means NBV's standard form of application for Virtual Office Services as completed by You and accepted by NBV.

'Business Centre' means the location from which the Virtual Office Services (other than the Communications Services) will be provided as specified in the Application Form.

'Communications Services' means telecommunications services provided as part of the Virtual Office Services

'NBV' means **NBV ENTERPRISE SOLUTIONS LIMITED** a company registered in England and Wales (registered number 01678839) whose registered office is at Enterprise House, Shipstones Business Centre, Northgate, New Basford, Nottinghamshire. NG7 7FN

'Virtual Office Services' means the Virtual Office Services to be taken by You specified in the Application Form or as otherwise agreed in writing between You NBV.

'You' or **'Your'** refer to any person who has applied for Virtual Office Services by completing and submitting to NBV the Application Form.

2 The Agreement

2.1 These Terms and Conditions and any document referred to herein, together with the Application Form accepted by NBV constitute the entire agreement between NBV and You regarding the Virtual Office Services.

2.2 The Agreement for the provision of the Virtual Office Services will come into force between NBV and You when NBV send to You a welcome letter accepting Your application.

3. Virtual Office Services

- 3.1 Subject to You performing your obligations under the Agreement NBV will provide the Virtual Office Services set out in the Application Form as accepted by NBV.
- 3.2 If as a Virtual Office customer you take the Executive or Premier package You will receive a non-geographic telephone number (unless You have specified otherwise) that is re-directed to a landline at NBV's premises at Mercury House, Shipstones Business Centre, North Gate, New Basford, Nottingham. If You wish to take non-standard Communications Services this must be by agreement with NBV and may be subject to extra charges.
- 3.3 As a Virtual Office customer You will receive a postal address for the receipt, temporary holding and forwarding of letters / parcels delivered by Royal Mail or any other body authorised by law to operate a mail delivery service. Letters / parcels will be accepted and stored for you to collect from the Business Centre (unless agreed otherwise). Letters / parcels must be addressed to You or your business and NBV reserve the right to return or dispose of any correspondence not clearly addressed to You or your business.
- 3.4 If the mail forwarding option has been selected, mail forwarding will take place on those days of each week specified in the Venue Information Record for the Business centre chosen by you unless once a week is requested by you or You have agreed different arrangements with NBV in writing.
- 3.5 NBV or its Affiliates, may in their absolute discretion refuse to accept delivery of any item for any reason, including, without limitation, if there is no or insufficient prepaid postage; or any payment is outstanding; or if it appears to NBV or the Affiliate in their opinion that the delivery of the item is in breach of any of these Terms and Conditions; or if You are using the Virtual Office Service for the delivery of unreasonably large items of mail or an unreasonable volume of items of mail; or if the Virtual Office Service is being used for the storage or delivery of items of value.
- 3.6 If NBV or an Affiliate refuses to accept an item from or for You, it will endeavour to inform You of that decision at Your last known address but neither NBV nor the Affiliate shall be responsible for any loss, damage or other consequences to You or any third party.
- 3.7 You may book a meeting room at the Business Centre if available. Meeting rooms must be pre-booked by telephoning NBV on 0844 209 1578 or by emailing the request to virtualoffice@nbv.co.uk and are subject to availability. Charges may apply (see clause 8 (charges & payments)). The exact details of Meeting Rooms will depend on the Business Centre selected by You and are set out in the Information Record as facilities vary.
- 3.8 The services provided under clause 3.7 are subject to NBV's 'Fair Usage' guidelines. Under these guidelines, if in NBV's sole opinion your usage at any time exceeds the level reasonably expected from someone using the service for their own business, NBV reserves the right to suspend usage of the meeting rooms and in extreme cases to terminate Your Agreement by giving one month's notice in writing. In such a case NBV will make every effort to negotiate and establish a reasonable usage charge which will permit You to continue with the Virtual Office Services.

4. Your Obligations

Whilst the Agreement remains in force:

- 4.1 You may not use a name for Your business which indicates or implies association with the Business Centre at which the Virtual Office Services are provided.
- 4.2 If You are a limited company or limited liability partnership you must not use the address of NBV's offices at Mercury House, Shipstones Business Centre, North Gate, New Basford, Nottingham or the address of the Business Centre at which the Virtual Office Services are provided as your registered office.
- 4.3 You must conduct Your business in accordance with all applicable laws and regulations and in a proper and responsible manner.
- 4.4 You must not do or allow anything to be done that might bring NBV or any Affiliate into disrepute or that might damage the reputation of the Business Centre.
- 4.5 You are fully responsible for the contents of all transmissions made by You using Communications Services provided by NBV or any Affiliate.
- 4.6 You must not to use the Communications Services for any illegal or immoral purpose.
- 4.7 You must not interfere or disrupt networks connected to the Communications Services.
- 4.8 You must not use the Communications Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights of publicity or privacy.
- 4.9 You must not transmit through the Communications Services any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature, or any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation.
- 4.10 You must obtain and pay for all equipment and third party services (e.g. Internet access and telephone service) required to access and use the Virtual Office services.
- 4.11 In accordance with NBV's Anti Money Laundering Policy, You warrant that the information about You and Your business in Your completed Application Form is correct and complete and You must notify NBV should there be any change to that information or in the business structure and/or (if You are a company or partnership) any changes to Your partners, directors or beneficial owners and You must ensure that the required information and proofs of identity for such persons are provided promptly to NBV.
- 4.12 You must notify NBV of any relevant changes to You or Your business which could affect the delivery of Virtual Office Services.

5 Suspension and Termination

- 5.1 NBV reserves the right to suspend provision of the Virtual Office Services if You are in breach of Your obligations under the Agreement. During that suspension You will have no right of access to the Business Centre or to receive or use any of the Virtual Office Services.
- 5.2 Either party may terminate the Agreement at any time by giving one calendar month's written notice to the other.
- 5.3 NBV may terminate the Agreement with immediate effect without notice if You are in breach of Your obligations under this Agreement or a Direct Debit request is rejected or any payment due is not paid within 14 days or if NBV considers (in its absolute discretion) that there is a risk of loss or harm to NBV or an Affiliate or there is a suspicion of fraud or other abuse by You.
- 5.4 Until the Agreement has come to an end You will be invoiced and will remain liable for all sums due under the Agreement.
- 5.5 Any mail for You received at the Business Centre during the 30 days after this Agreement has come to an end will be stored for collection at the Business Centre until 40 days after the Agreement has come to an end, after which it may be sent to You at Your last known address (at Your expense) or destroyed. Any mail for You received at the Business Centre after that 30 day period will be returned to sender. You hereby authorise NBV to destroy any items of mail addressed to You and any other items at the Business Centre which are Your property that have not been so collected within 40 days after the end of this Agreement. It is Your responsibility to notify Your correspondents of any change of address.
- 5.6 Termination of this Agreement is without prejudice to any rights or obligations that may have accrued before termination.

6. Representations by You

By signing this Agreement You represent and warrant that that You possess the legal right and ability to enter into this agreement and (if You are an individual) that You are at least 18 years of age.

7. Modifications to Virtual Office Services

NBV reserve the right to modify or discontinue any of the Virtual Office Services by giving not less than one month's notice in writing to You. NBV shall not be liable to You or to any third party should it exercise its right to modify or discontinue any of the Virtual Office Services.

8. Charges and Payments

- 8.1 You agree to pay all charges for Your use of Virtual Office Services at the prices in effect at the relevant time. NBV reserves the right to change prices or institute new charges for access to or use of Virtual Office Services by giving You not less than one month's notice in writing.

Document Reference	NBV-VO-T&C	Version	1.00	Date	16/05/2011
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- 8.2 All changes to the charges will be posted to You at the address in the Application (or such other address as You may have notified in writing to NBV) at least one month before the changes take effect. Continued use of the Virtual Office services or non-termination of this Agreement after the notification of changes will be deemed to constitute Your acceptance of the prices as modified by the notified changes.
- 8.3 The bond and setup fee (each equivalent to 1 month charge of Your chosen package) and standard monthly service charge are payable in advance and are COMPLETELY NON-REFUNDABLE during the period of this agreement. Variable costs will be billed in arrears. The bond will be refunded 40 days after the end of this Agreement less any sums incurred as a result of any failure by You to comply fully with the provisions of this Agreement or in forwarding post and parcels to you after the end of this Agreement. You may be required to increase the bond if you make excessive use of the Communications Services as referred to in clause 3.8 above.
- 8.4 Standard monthly service charges and variable costs must be paid by Direct Debit or Cheque on a monthly basis in the currency in which billed.
- 8.5 You must notify NBV of any changes to Your Bank Account details which could affect collection of Direct Debit payments.
- 8.6 If You fail to arrive for any pre-booked meeting or conference rooms, or cancel such a booking within 24hrs You will incur cancellation charges as outlined at the time of booking.

9. No Resale or Commercial Use of the Virtual Office and Associated Services

You may use the Virtual Office Services only for the purposes of Your own business and You may not resell or allow any third party to use the Virtual Office Services.

10 Data Protection

- 10.1 You agree that NBV may hold and process by computer or otherwise any information obtained about You and any of Your employees and (if You are a company or partnership) any of Your partners shareholders or officers in connection with this Agreement.
- 10.2 NBV will not disclose the information referred to in clause 9.1 except to the extent that is required or permitted to do so by law or for fraud prevention purposes.

11 Exclusions

- 11.1 NBV do not represent or warrant that:
 - 11.1.1 access to the Virtual Office Services, or any part of them, will be uninterrupted, reliable or fault-free; or
 - 11.1.2 any Virtual Office Services will be provided with due care and skill.

- 11.2 To the extent permitted by law, NBV exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which NBV or any Affiliate may otherwise have to You as a result of:
- 11.2.1 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to the Virtual Office Services;
 - 11.2.2 the unavailability of the Virtual Office Services (or any part of them);
 - 11.2.3 any delay in providing, or failure to provide or make available, Virtual Office Services or any negligent provision of Virtual Office Services;
 - 11.2.4 any misrepresentation on or relating to the Virtual Office Services (other than a fraudulent misrepresentation made by NBV or an Affiliate or on its behalf).
- 11.3 NBV's maximum liability to You in respect of Your use of the Virtual Office Services provided or made available to You by NBV will be the amount of any fees payable by You in respect of the calendar month during which the liability arose. You agree that NBV shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property.
- 11.4 You agree that each of these limitations in this clause 11 is reasonable having regard to the nature of the Virtual Office Services.
- 11.5 None of the exclusions or limitations in this clause 11 shall exclude or restrict the liability of NBV or any Affiliate for death or personal injury caused by its negligence or that of persons for whose negligence it is responsible.
- 11.6 None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such case the obligation, where permitted by law, will be limited to the re-supply of the Virtual Office Service to You.
- 11.7 Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these Conditions.

12 Force majeure

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible.

13 Governing Law

The Agreement is governed by English law and all disputes shall be subject to the exclusive jurisdiction of the English Courts.