

Obsidian Offices Resident and Non Resident Terms and Conditions

1. PARTICULARS In this Contract the following expressions shall have the following meanings:-
 - 1.1 The Provider Obsidian Offices
 - 1.2 The Services The Fixed Services and the Variable Services as defined in particulars 1.4 and 1.5.
 - 1.3 The Fixed Services The fixed price services set out in the service agreement (and not including the Variable Services).
 - 1.4 The Variable Services Such other services provided by the Provider to the Client at the request of the Client (and not including the Fixed Services).
 - 1.5 Price List The list of current prices for services offered published by the Provider at the Commencement Date subject to variation pursuant to clause 4.
 - 1.6 Contract Period The Contract Period shall commence on the Commencement Date and shall continue until the fixed term expires or termination by either of the parties in accordance with Clause 6.
 - 1.7 Fixed Services Fees The fees for the Fixed Services as set out in the service agreement and varied in accordance with clause 6.1.
 - 1.8 Variable Services Fees The fees for the Variable Services as set out in the Price List.
 - 1.9 The Fees The Fixed Service Fees and the Variable Service Fees.
 - 1.10 Deposit The amount set out in the service agreement.
 - 1.11 Commencement Date This must be the first day of a calendar month or the first day the service commences.
2. **CONTRACT and PROVIDERS UNDERTAKINGS** In order to comply with both the letter and spirit of the law the following terms and conditions apply to both Resident and Non Resident Clients of Obsidian Offices.
 - 2.1 Before commencement of any License Agreement or Remote Service, Obsidian Offices must have a signed agreement and completed online Direct Debit form, the agreement will have details of registered company name and or trading name if sole traders the home addresses, if ltd/plc registered address, phone and fax numbers mobile and landline. **It is a legal requirement to obtain suitable evidence of clients ID such as passport, current council tax/TV license bill, recent bank statement, driving license. Copies will be taken and kept securely. Details relating to the nature of the business conducted by a prospective client must be given.**
 - 2.2 PO Box addresses are not acceptable, checks will be made to ensure that the address given are not non-resident or virtual address. Two references will be requested e.g. bank and previous landlord. References should be current and copies will be retained and kept secure. At all times Obsidian Offices will maintain accurate records and sight of these can be **requested at any time by law enforcement agencies.**
 - 2.3 **Any information supplied by prospective clients both details of individuals as well as company director(s) will be checked and we shall Co-operate with law enforcement agencies including the police, trading standards officers, and HM Customs & Excise when necessary.** Should these officers provide us with information of wrong-doing regarding any clients we may be required by law to supply details concerning that client. The request for information and the information given will be treated in the strictest confidence. Under the Proceeds of Crime Act (POCA) Obsidian Offices is obliged to report to the National Criminal Intelligence Service (NCIS) suspicions involving the proceeds of any criminal offence. There is no "de minimis" rule to remove the need to report suspicions of money laundering involving relatively small amounts. All money laundering suspicions need to be reported. Reports will be made if an objective assessment gives reasonable cause to know or suspect, in addition to where there is actual knowledge or suspicion. Consequently, we shall check the identity of non-resident clients and will run the sort of money laundering checks that are now routine in the regulated sector.
 - 2.4 Your signed agreement and invoices will be sent to the address which has been given in the agreement document and any future correspondence will go to that address.
 - 2.5 Any post or parcels received will be held on reception for collection, items are not securely locked away unless requested, and we would ask you to collect items at the earliest convenience. Only named people will be able to collect post or be given messages.
 - 2.6 Any post collected will have to be signed for.
 - 2.7 All post which is forwarded will be logged i.e. no of pieces and any distinguishing marks. If post forwarded to any address other than the one on the agreement the address will be noted and a record kept together with details of the items sent.
 - 2.8 If paying cash **ALL** the necessary reference checks and retained copies of personal ID documentation. E.G. Passport, current council tax/TV license bill, recent Bank Statement will be checked.



2.9 If payment is not received for services before the end of the month the facility will automatically be terminated. Any payments due may be set off against the deposit

2.10 To grant the Customer the use of the Designated Space 24 hours a day, 365 days of the year until the earlier of the expiry of the Licence Period or other determination in accordance with this Licence. The Operator may with one month's notice and with Customer consent relocate the Customer to an alternative space which is equivalent in size to the Designated Space and suitable for the Customer's operational requirements; if such relocation occurs then the terms of this Licence apply to the alternative space.

3. **CLIENTS UNDERTAKINGS** The Client agrees and undertakes:-

3.1 **To pay to the Provider the Fixed Services Fees in advance on the first business day of each month by Direct Debit, the first payment to be made on the date of this Contract.** The Provider shall invoice the Client monthly in advance for the sums due in respect of the Fixed Services, such invoice to be provided to the Client on the date the Direct Debit is due to be taken.

3.2 **To pay to the Provider the Variable Services Fees on or around the 15th of the month by Direct Debit** (or where the 15th of the month is not a business day, on the next business day) for the Variable Services provided by the Provider to the Client in the previous calendar month. The Provider shall invoice the Client monthly in arrears for the sums due in respect of the Variable Services, such invoice to be provided to the Client not less than 30 days prior to the date the Direct Debit is due to be taken.

3.3 To lodge the Deposit with the Provider within 5 business days of the date of this Contract.

3.4 **Not to use or permit any other person to use any of the Provider's addresses as its registered office without the express written consent of the Provider**, and on receipt of written notice from the Provider to ensure that any person who is using one of the Provider's addresses as its registered office ceases to do so.

3.5 To observe and comply with such rules, regulations and instructions as the Provider may make and/or provide and which are notified to the Client from time to time regarding the operation and management of the Services and use of the Provider's assets. **The Provider shall have no liability to the Client in the event that the Client has failed to comply with such instructions.**

3.6 **The Client Shall:**

- a. keep the Designated Space tidy and use the Designated Space (or such other suite(s) or room(s) as may be directed by the Provider) and all its furniture and equipment in a reasonable manner and so as not to cause damage to the same.
- b. pay the Licence Fee on the due dates plus VAT at the current rate on all fees and other charges levied by the Provider. together with interest at 4% above Barclays Bank plc base rate on all overdue payments. Payment to be by way of Standing Order or Direct Debit as the Provider directs.
- c. pay to the Provider [on written demand] all charges in respect of all telephone calls made by the Client and all other extra services provided either by the Provider or (where the Provider is initially responsible for the cost) by any other person at the Client's request including (without limitation) photocopying, refreshments, storage and secretarial services (together with any VAT that may be payable).
- d. pay to the Provider on written demand any additional payment reasonably required by the Provider to reflect increased energy costs in respect of the Designated Space or Building.
- e. comply with all current legislation applicable to the client's use and occupation of the Designated Space.
- f. observe and perform all the rules and regulations from time to time made by the Provider for the management of the Designated Space and the Building and notified in writing to the Client.
- g. conduct its business from the Designated Space in a way that does not interfere with the Provider or with other clients or occupiers of the Building. Any act or omission on the part of any employee or member of staff of the Client shall be deemed to be the act or omission of the Client.
- h. vacate the Office leaving it clean, tidy, free of rubbish and the Client's belongings on the expiry or determination of this Licence and shall hand back all keys to the Building to the Provider.
- i. during the Licence Period afford access to the Operator in respect of inspection, security, and maintenance requirements, provided that the Operator has given 24 hours' written notice to the Customer of its intent to enter the Designated Space and its reason for doing so. The 24 hours' written notice will not apply in respect of emergencies.
- j. indemnify the Provider from and against all costs, losses claims and demands arising out of any breach by the Client of any of the terms of this Licence or otherwise arising by virtue of this Licence.

3.7 **The Client shall not:**

- a. impede or interfere with the Provider's right of possession and control of the Designated Space and the Building, obstruct the stairs, passages or other common parts of the Building.



- b. use or permit any other person to use the Designated Space or the Building for any use other than offices or allow any person to use the Designated Space as its registered office.
- c. alter the Designated Space or carry out any works in or to the Designated Space or move any fire extinguishers unless they are required in an emergency or given express permission by the Provider.
- d. interfere with the conduct of the Provider's business or in any way seek to entice away or make any offer of employment to any employee or member of staff of the Provider. If the client contravenes this provision then the Provider will be entitled to compensation equal to the total annual remuneration of the employee(s) in question.
- e. allow any other person, company or body (other than the Client's own staff and employees) to use or occupy the Designated Space.
- f. cause any nuisance or inconvenience to the Provider or to other Clients or occupiers of the Building or do anything that may bring the Building into disrepute or that may affect the credit rating of the Provider or of any other Client or occupier of the Building or do anything which is illegal or immoral.
- g. affix or display anything on the windows or doorways without consent in writing from the Provider.
- h. allow any employee or member of staff to work at any time outside of normal business hours without being fully trained in the fire evacuation procedure.
- i. allow any employee or member of staff to work at any time outside of normal business hours without being fully trained to secure the building.
- j. allow any employee, member of staff or visitor to smoke within the building or directly outside the main doors or windows, this includes all e-cigarette brands. They shall use the designated smoking area provided.
- k. make any proposal to alter the rateable value of the Designated Space without the approval of the Operator.

3.8 The Client agrees that nothing in this Licence shall create the relationship of landlord and tenant or confer on the Client any estate or right outside the terms of this Licence nor any security of tenure. This Licence is personal to the Client and is not capable of assignment.

3.9 The Client shall insure against all potential losses, damages, claims, expense or liabilities which might arise out of (but not limited to): its own property brought into the Designated Space or elsewhere into the building of which the Designated Space forms part; its own liability to its employees and third parties; business interruption; and any other matter under this Licence where the Provider excludes liability and shall provide full details of such insurance on request.

4. THE FIXED SERVICES FEES AND THE VARIABLE SERVICES FEES

4.1 **The Provider may from time to time vary the prices set out in its Price List and/or vary the Fixed Services Fees.** Where the prices in the Price List and/or the Fixed Services Fees are varied, the Provider shall give the Client at least one calendar month's prior written notice of the change (the "Provider's Notice") and the Client shall have a period of 28 days from the date of such notice to notify the Provider in writing that it wishes to terminate the Contract (such notification to including the date on which the Client wishes to terminate the Contract. For the avoidance of doubt, the new varied prices/fees will apply to Services provided by the Provider to the Client from the date after the expiry of the Provider's Notice regardless of whether or not the Client has given notice to terminate pursuant to this clause

4.2 The Fixed Services Fees and the Variable Services Fees and any other sums due under this Contract are **exclusive of value added**, sales and similar taxes of any kind for which the Client shall be additionally liable.

4.3 Any payments made by the Client to the Provider from overseas must be received net of any bank or transaction charges for the invoiced amount and in pounds sterling.

5. DEPOSIT

5.1 The Deposit will be held during the Licence Period by the Operator in an interest-bearing account as security for payment of the Licence Fee and any other sums payable pursuant to this Licence or on breach of any of its provisions whether during or at the end of the Licence Period. The Operator may withdraw from the Deposit any sums which are due to the Operator due to the Customer's default under this Licence. In the event that the Operator withdraws money from the Deposit the Customer must pay to the Operator the sum required to restore the Deposit to its original level. The Operator will as soon as reasonably practicable after the end of the Licence Period return the Deposit or (as the case may be) the balance of the Deposit to the Customer after deducting sums then due under or arising from any breach of this Licence.

6. TERMINATION

6.1 This Licence may be determined immediately on notice in writing from the Operator to the Customer in the event that the Building and / or Designated Space becomes unusable due to fire, explosion or any other cause, and any advance payment of Licence Fee made by the Customer prior to such notice in respect of a period after that date shall be repaid by the Operator to the Customer

6.2 Without prejudice to any other rights or remedies of the Provider:



- 6.2.1 **the Provider may terminate this Contract** with immediate effect by written notice if:
- the Client fails to pay all or any Fees or other sums due under this Contract by the due date;
 - the Client is in breach of any of its obligations under this Contract; or
 - the Client (being an individual) shall become bankrupt or (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or has an administration order made in respect of its business or has a Receiver appointed of its undertaking or if the Client for the time being shall enter into any arrangement or composition for the benefit of the Client's creditors or shall suffer any distress or execution to be levied on the Client's goods.

6.3 **The client may terminate this Contract**

- 6.2.1 On no less than one month's written notice, unless the date has been specified, on no less than one month's written notice of this date.
- 6.2.2 If the client terminates before this date they will be liable to pay the remaining outstanding fees for the remainder of the licence period

7. **LIMITATION OF LIABILITY**

- 7.1 Nothing in this Contract shall limit the liability of the Provider to the Client for death or personal injury resulting from its negligence (as defined in the Unfair Contract Terms Act 1977), fraudulent misrepresentation or any liability which cannot be excluded by law.
- 7.1.1 up to a maximum of £2.5 million (for any one event or series of connected events) for damage to personal property.
- 7.2 Subject to clause 7.1, the following provisions set out the limitations on the liability of Provider (including any liability for the acts and omissions of its respective employees, agents and sub-contractors) to the Client with respect to:
- 7.2.1 any breach of its contractual obligations arising under or in connection with this Contract including the Provider's deliberate repudiatory breach; and
- 7.2.2 any representation, statement, act or omission given, made or carried out under or in connection with this Contract (whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever).
- 7.3 **It is the Client's responsibility to ensure that the Services are suitable for its needs.** In particular, the Provider expressly disclaims all warranties of merchantability, satisfactory quality or fitness for a particular purpose or that use of the Services or any part thereof will result in any economic advantage, increase in profits or reduction in costs. The Provider expressly disclaims all warranties that (i) the Services or any part thereof will be error-free, (ii) the Services will operate without interruption or will be compatible with any other software or hardware or (iii) information and materials located or obtained through use of the Services are timely, accurate, relevant or complete.
- 7.4 Except as expressly set forth in this Contract, all conditions, warranties and representations expressed or implied by statute, common law or otherwise with respect to the Services are excluded to the fullest extent permitted by law and in no event shall the Provider be liable for any delay or break in the Services, any negligence or other tortious loss or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Provider is advised of the possibility of loss, liability, damage or expense): loss of revenue, loss of actual or anticipated profits (including for loss of profits on contracts); loss of business; loss of goodwill; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this clause. Direct financial and other loss not excluded by this clause is accepted by the Provider up to the limits set out in clause 7.5.
- 7.5 Except as stated in clause 7.1 and in this clause 7.5, the aggregate liability of the Provider to the Client (including liability for recovery of sums paid by the Client and for all damages, costs and expenses) with respect to all claims arising from or in connection with this Contract shall be limited to an amount not exceeding 20% of the Fees paid by the Client in respect of the 1 month prior to the event (or first of the series of events) which gave rise to the claims.
- 7.6 **The Client agrees that:**
- 7.6.1 the Provider is not liable for any loss as a result of its failure to provide a service as a result of mechanical breakdown, strike, maintenance, repair or a shortage of fuel, water, materials or labour or any other cause which is beyond the Provider's reasonable control unless the Provider's failure to provide is deliberate or negligent;
- 7.6.2 the Provider will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, the Client's agreement and/or the Client's use of the services except to the extent that such loss, damage, expense or claim is directly attributable to the Provider's deliberate act or the Provider's negligence (the "Provider's liability");



- 7.6.3 the Provider is not liable for any failure until the Client has told the Provider about it and given the Provider a reasonable time to put right; and
- 7.6.4 the Provider's liability will be subject to the limits set out in paragraph c. below.

7.7 The Provider will not in any circumstances have any liability for:

- 7.7.1 loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims, in each case whether direct or consequential; or
- 7.7.2 any consequential loss.

8. SERVICES

8.1 The Licensor is to comply with the following duties in relation to the Building:

- a. to maintain the state and condition (including the decorations) of the Building including those parts of the Building which Licensees of more than one part can use ("the common parts")
- b. to pay promptly all rates, taxes and outgoing of a periodic nature relating to the Building, including any imposed after the date of this licence (even if of a novel nature)
- c. to pay or contribute to the cost of repairing, maintaining and cleaning party walls. Party structures, yards, gardens, roads, gutters, drains, sewers, pipes, conduits, wires, cables and other things used or shared with other offices
- d. to provide the services in the Schedule but the Licensor is not to be liable for failure or delay caused by industrial disputes, shortages of supplies, adverse weather conditions or other causes beyond the control of the Licensor

9. GENERAL

9.1 **If the Provider's invoices or any other sums due from the Client to the Provider under this Contract remain unpaid 30 days after the due date then all services may be automatically withdrawn without notice to the Client.** Services will only be reinstated once the Provider has accepted an explanation for late payment and payment has in fact been made by the Client to the Provider of all outstanding sums due. The Client's liability to pay the Fees shall not cease during any temporary withdrawal of the Services.

9.2 The benefit of this Contract is personal to the Client and is not assignable without the prior written approval of the Provider. In the event that the Contract is assigned to a third party without the prior authorization of the Provider, the Provider shall be entitled to terminate this Contract immediately on giving written notice to the Client.

9.3 In the event that any provision of this Contract shall become void and/or unenforceable, the Contract shall continue in force in all other respects.

9.4 **The Contract shall remain confidential between the parties.** In the event that the Provider communicates any technical and/or commercial information to the Client, the Client shall not transmit such information to any third party without the prior written approval of the Provider.

9.5 Save as provided in clauses 4 and 5, this Contract shall not be amended except by the mutual written agreement of both parties.

9.6 **All notices given by either party pursuant to the provisions of this Contract shall be in writing and shall be sufficiently served:**

- 6..1 if delivered by hand, on the day of delivery;
- 7..1 if sent by first class pre-paid post or special or recorded delivery (or other "proof of delivery" or "proof of posting" service that Royal Mail may from time to time offer), two business days after posting, exclusive of the day of posting; or
- 8..1 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case it shall be deemed to have been received on the next business day in the place of receipt

9.7 In the event that the Client vacates the Designated Space prior to the expiry of this Licence, the Provider reserves the right to refurbish and remarket the Designated Space so that it may immediately be re-let on the expiry of this Licence or, if earlier, until it is re-let.

9.8 Any property of the Customer left in the Designated Space or the Building may be disposed of by the Operator at any time after 30 days following the end of this Licence without notice and by any means whatsoever and the Operator shall not be





liable for any loss or damage to any property of the Customer or any of its employees servants agents or other persons connected to the Customer. Any monies received for the sale of such items shall be paid to the Customer subject to the deduction of any costs of sale and other monies owed by the Customer to the Operator.

- 9.9 Any notice or communication given under this Contract shall not be validly served if sent by text messaging via mobile phone.
- 9.10 Where any party consists of two or more persons agreements and undertakings by and with such persons shall be deemed to be joint and several. Nothing in this Contract shall be construed to create, either expressly or by implication, a joint venture or fiduciary relationship between the Provider and the Client or to authorize either party to act as an agent for the other.
- 9.11 The failure or delay by a party to enforce any of the provisions of this Contract shall not be construed as a waiver of that party's rights. Partial exercise of any right under this Contract shall not preclude any further or other exercise of that right under this Contract. No waiver shall be enforceable unless it is acknowledged in writing by the other party.
- 9.12 A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 9.13 **This Contract and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.** In relation to any legal action or proceedings (a) arising out of or in connection with this Contract or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with this Contract, each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.



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