



Huddle Offices Ltd
Virtual Office – Terms & Conditions

1. Product Definition

- 1.1 Huddle Mail: Entitles the Customer to receive mail at the Operator's business centre specified in this agreement. The Customer may use the address for business correspondence but must **not** use the address as their registered place of business without prior written consent of the Operator (for which the Operator may charge an additional fee).
- 1.2 Huddle VO: Includes all services included in section 1.1. In addition, the Customer is entitled to a local telephone number determined by the Operator, personalised call answering service for up to 200 incoming calls per month during normal business hours, and voicemail services outside of business hours.
- 1.3 Huddle VO Pro: Includes all services included in sections 1.1 and 1.2. In addition, the Customer has 5-days Co-Working access during business hours per month and use of office services such as WIFI internet, breakout spaces and a workstation (subject to availability).

2. Agreement

- 2.1 All Customers must comply with the House Rules of the Business Centre.
- 2.2 Automatic Renewal: This agreement will last for one year and will extend **AUTOMATICALLY** on a month to month rolling contract until ended by the Customer or by the Operator pursuant to section 3. All periods will run to the last day of the month in which they would otherwise expire. The fees on any automatic renewal will be at the then prevailing market rate or 10% whichever is greater. This clause does not apply to month to month agreements.
- 2.3 Employees: The Customer shall not in any way seek to entice away or make any offer of employment to any employee or Customer of staff of the Operator. If the Customer contravenes this provision, then the Customer will pay compensation equal to the total annual remuneration of the employee(s) in question.
- 2.4 Notices: All formal notices must be in writing, which may include email; to the address stated on the face of the agreement. It is the Customers responsibility to keep their address records up to date with the Operator.
- 2.5 The Contract is binding on you and us and on your respective successors and assigns.
- 2.6 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 2.7 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

3. Cancellation/Termination

- 3.1 Either the Operator or the Customer can terminate this agreement at the end date stated in it, or thereafter by giving at least one month's written notice to the other. However, if the Customer is on a month to month agreement either party may terminate this agreement by giving no less than one months' notice to the other (effective from the start of any calendar month).
- 3.2 Ending this Agreement immediately: To the maximum extent permitted by applicable law, the Operator may put an end to this Agreement immediately by giving the Customer notice and without need to follow any additional procedure if (a) the Customer becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Customer is in breach of one of its obligations which cannot be put right, or (c) its conduct, or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use which shall be determined at the Operators sole discretion and (i) such conduct is repeated despite the Customer having been given a warning or (ii) such conduct is material enough (in the Operator's opinion) to warrant immediate termination, or (d) the Customer fails to provide any information required by the Operator to meet any law or regulation.
- 3.3 If the Operator puts an end to this Agreement for any of these reasons at 3.2. it does not put an end to any outstanding obligations, including the payment of any additional services used, requested or required under the agreement as well as the monthly fee for the remainder of the period for which this Agreement would have lasted if the Operator had not ended it.



- 3.4 If the Centre is no longer available: In the event that the Operator is no longer able to provide the services at the designated Centre stated in this Agreement then this agreement will end and the Customer will only have to pay monthly fees up to the date it ends and for the additional services the Client has used. The Operator will try to find suitable alternative for the Customer at another Operator Centre if available.
- 3.5 This agreement is interpreted and enforced in accordance with the law of England and Wales.
- 3.6 If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions will remain in force.

4 Price & Payment

- 4.1 Payments for all services must be made by direct debit from a bank account based in the United Kingdom.
- 4.2 Fixed monthly charges for services (plus applicable VAT) will be payable on or around the 25th day of the month in respect of the services due for the following month.
- 4.3 Charges (plus applicable VAT) for additional services will be billed in arrears on or around the 25th of each month, including but not limited to charges in respect of telephone calls, additional telephony or IT services, refreshments, meeting room use, parking, storage and secretarial / admin services.
- 4.4 Administration fees of £25 will be charged for any amount not paid when due, and for any returned payments due to insufficient funds.
- 4.5 The Operator reserves the right to withhold services (including for the avoidance of doubt, denying the Customer access to the Customer's accommodation) while there are any outstanding fees, penalties and/or interest.
- 4.6 The Operator reserves the right to increase its monthly charges periodically on notifying the Customer.
- 4.7 The prices of any Services will be as quoted on our Customers Portal from time to time, except in cases of obvious error, and exclude VAT.

5 Use

- 5.1 Use of the centre address:
 - 5.1.1 All Customers may use the business centre address as their business correspondence address.
 - 5.1.2 If the Customer wishes to also use the Business Centre as their Registered Address; an additional fee of £15 + Vat per month will be charged and supporting documentation will be required before this is permitted in writing by the Operator.
 - 5.1.3 The address may not be used as the Company SAIL address (i.e. the location of your statutory records) or the address of the Company Directors as notified to Companies House.
- 5.2 When this agreement ends or is terminated; you agree to inform Companies House of the change of address within seven days.
- 5.3 You must conduct your business in a way that does not interfere with the Operator or with other customers or occupiers of the Building. You must not carry on a business that competes with the Operator's business of providing serviced office accommodation(s) or its ancillary services.

6 Services

- 6.1 We do not guarantee or assume responsibility for any of the services hereunder.
- 6.2 Call Handling
 - 6.2.1 Transfer call charges will apply. This charge begins once we have passed a caller or call directly to you.
 - 6.2.2 We will answer up to 200 incoming calls per month and charge a fee of 50p per call thereafter.
- 6.3 Mail handling:
 - 6.3.1 We will not accept any items exceeding 10kg in weight, 20 inches in dimension, 1 cubic foot in volume or if it contains any dangerous, live or perishable goods and shall be entitled in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful.
 - 6.3.2 Packages and Parcels received and not collected or requested to be forwarded by the Customer will be returned to sender after 14-days if no instructions have been passed to the Operator.
 - 6.3.3 Outgoing mail is charged at Royal Mail's current franking rates plus a 20% admin charge. We may at our absolute discretion return uncollected items or refuse to accept any quantity of items we consider unlawful or unreasonable.



- 6.4 By opting for the "Scan to email" service, you permit us to open all your mail and scan it to your email address. We will not be liable for any issues that may result in reading confidential letters, or if these scanned letters are intercepted by malicious online activity. We will shred all scanned mail once emailed unless alternative written instructions are provided by you.
- 6.5 By opting for our "Scan to email" service, post will be scanned to you and the original documents posted to your registered address.
- 6.6 Requests for admin support may be provided at our absolute discretion and are charged in 15-minute increments.
- 6.7 We will not be liable for any loss sustained as a result of any mechanical breakdown or strike or any delay or failure of any staff, manager or caretaker to perform their duties caused as a result of any mechanical breakdown or strike.

7 Liability

- 7.1 We warrant to you that any Services purchased from us through our Portal will be supplied using reasonable care and skill.
- 7.2 Save as set out elsewhere in these terms, we will not be liable for any loss you suffer as a result of our failure to provide the Services or part of them as a result of mechanical breakdown, strike or other industrial action, riot, terrorist attack or war, Act of God, fire, explosion, storm, impossibility of the use of public or private transport, impossibility of the use of telecommunications networks or the delay, failure of any staff, manager or caretaker to perform their duties caused as a result of any foregoing or termination of our interest in the building containing the office centre or otherwise unless we do so deliberately or are grossly negligent.
- 7.3 This does not include or limit in any way our liability:
 - 7.3.1 For death or personal injury caused by our negligence; or
 - 7.3.2 For fraud or fraudulent misrepresentation; or
 - 7.3.3 For any deliberate breaches of these terms by us that would entitle you to terminate the Contract between us; or
 - 7.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 7.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - waste of management or office time
 - Failure of any and all courier service to deliver on time or otherwise deliver any items, or any delay or interruptions of services

9. Indemnity

- 9.1 You shall indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability it suffers, in any way arising from the Client's (or any Representative's) breach of this Agreement, or anything done by you (or anyone under its authority, including its Representatives) at the Office(s) and/or the Property and/or in connection with the Services.

10. Anti-Money Laundering Regulations

- 10.1 Under the Anti Money Laundering Regulations (AMLR) 2007 and 2017 (as updated from time to time) and where applicable the London Local Authorities Act 2007 (as updated from time to time), we will be required to verify the identity of those we deal with. This may include checking against electronic and other databases (public or otherwise) and requiring proof of Identification and Address to retain on file.



11. Data Protection

- 11.1 We take our responsibilities with regards to data protection seriously. As such, we are committed to protecting your privacy and ensuring that adequate safeguards are in place to ensure compliance with applicable data protection legislation. All information provided to us by you will be held securely on our systems. Our data protection policy is available on our website(www.huddle.london).
- 11.2 The Operator adheres to all GDPR compliance policies as those by law. Further details of this can be found on our website (www.huddle.london)