

Virtual Office Services Terms and Conditions

December 2023

This document (together with the documents referred to in it) sets out the terms and conditions on which we supply our Virtual Office Services (Services) to you.

By ordering any of our Services, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you will not be able to be signed up for any of our Virtual Office Services.

These Terms and Conditions may on occasion be updated. They are accessible via our Website and should be reviewed periodically by you because they are binding upon you.

These terms and conditions are valid for all site locations owned and or managed by The Workstation.

1. YOUR STATUS

By placing your order for Virtual Office Services, you confirm that:

- a) You are legally capable of entering into binding contracts;
- b) You will not use any of the rights granted by these terms for any obscene, illegal, immoral or defamatory purposes and will not in any way bring us or our name into disrepute.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 All orders are subject to acceptance by us and the terms of clause 2.2, we will confirm such acceptance to you by sending you an email that confirms that your order has been processed (the Welcome Email). The contract between us (Contract) will only be formed when we send you the Welcome Email, a copy of these terms and conditions is also sent with the Welcome Email.

2.2 After we receive your order, we will verify your identity from the information provided by you. If we require further information, we will email you to request proof of I.D. 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. Proof of Address accepted: 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. Proof of ID and Address must be received within 7 days from date of order. If not received within 7 days, we will send you a final email asking you to provide your ID and proof of address. Your service will not be activated, and mail/phone calls will not be handled until you have been successfully verified.

2.3 If a client's address has changed, it is the client's responsibility to notify The Workstation and provide new proof of address.

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3. SUPPLY OF SERVICES

3.1 Services will commence on the date set out in the Welcome Email (Start Date) and will be provided for the initial term selected by you. Thereafter your services will continue until either party provides not less than one calendar month's written notice to the other party of its intention to terminate the Contract. Monthly services are subject to a minimum term of 3 calendar months.

3.2 All fees and charges are payable in Pounds Sterling (£GBP).

4. GENERAL TERMS

4.1 Your Obligations/You shall:

- a) Ensure that the terms of any order and any information you provide are complete and accurate;
- b) Co-operate with us in all matters relating to the provision of the Services;
- c) Provide us with such information and materials we may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.
- d) Co-operate and comply with all requests made by us to ensure compliance with UK Anti-Money Laundering (AML) requirements.

4.2 We are under no obligation to send you a Welcome Email, and we will not send you a Welcome Email until we have completed identity verification checks on each individual, partner, member, director and corporation that is using The Workstation as a Virtual Office Address. For the individual(s) involved – these checks involve verifying the identity of new customers as part of the Anti-Money Laundering (AML) legislation. In the event that the identity checks fail and the correct documentation cannot be supplied as referenced in Clause 2.2 – we will be unable to activate your account and we will issue a refund less the AML Compliance Fee taken to cover the cost of the identity checks.

4.3 We are required to carry out identification checks for any individual for whom we receive mail under your service and so this formality will need to be completed for everyone who is using The Workstation as a Virtual Office Address.

4.4 Due to the type of services we provide any compensation claim shall be limited in total to one month's service fee (or its equivalent if the contract term is charged annually). We cannot accept any compensation claim that is the result of consequential loss to your business and, by accepting these terms you fully agree to indemnify us from any such claim.

4.5 We are required, by current legislation, to report to the Serious Organised Crime Agency (SOCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with our Terms of Business you give us irrevocable authority to make a disclosure to SOCA if we consider it appropriate.

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5. THE SERVICES

5.1 The Services will be those services set out and/or itemised in your invoice —at the time you order the Services from us.

5.2 VIRTUAL MAILBOX Package – Customers may use the chosen business centre (the Centre) as their Virtual Office Address and have their business mail forwarded to them via the Postal Service or scanned and emailed to them.

5.3 Mail Forwarding: all mail delivered to you at the business centre address will be sent via the Postal Service to the address specified by you during the sign-up process. Mail is forwarded on average once per week. We reserve the right to open any items before collection or forwarding that may be suspected of containing dangerous or illegal objects/substances or 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. If mail delivered to you at the business centre address is not addressed in such a way that we are able to verify from the outside packaging that it is addressed to you, we reserve the right to open such mail to determine for whom it is intended. The Workstation does not guarantee or assume responsibility for any mail forwarded on behalf of the client.

5.4 Magazines and Journals – all magazines and journals addressed to you will be forwarded to you via the Postal Service. It is your responsibility to cancel subscriptions for magazines and journals you do not require.

5.5 PHYSICAL MAILBOX Package - We will receive on your behalf all pre-paid mail addressed to you and will deposit the same into your mailbox. If a Registered Office Address and/or Service Address is included in your package all your official mail will be placed in your mailbox. Mail will be allocated to mailboxes at least three times per week. Allocation of mail will be suspended during the Christmas shutdown period.

5.6 Any person having possession of your mailbox key or code is deemed to be authorised by you, and we will not be bound to enquire into the authority of such a person. We will not be liable for any loss or damage arising if the key or code is in the possession of an unauthorised person.

5.7 The charge to replace a lost mailbox key is £10.00 +VAT.

5.8 REGISTERED OFFICE ADDRESS and REGISTERED OFFICE & SERVICE ADDRESS packages. The business centre address may be used as your Company's official address (Registered Office Address) and/or your Service Address (for Directors / Officers / Members of a Registered Business) with Companies House. Mail received (Official mail) addressed to the company or individual will be scanned or forwarded to you via the Postal Service free of charge. Official mail includes (and is limited to) mail from Companies House, HM Revenue & Customs, HM Courts & Tribunals Service, the Office of National Statistics, the Information Commissioner's Office and the Pensions Regulator. This package does not include the forwarding of any other general business personal or trading mail. If such mail is received and a VIRTUAL MAILBOX or PHYSICAL MAILBOX package is not taken, the mail will be returned to sender or to the post office after seven days.

5.9 PARCELS. We do not accept responsibility for the safe receipt or storage of parcels at any of our business centres and we require customers to arrange collection of these parcels within one week. If parcels require forwarding, these are charged at the Postal Service's current rates plus packaging, and we reserve the right to apply a handling charge of £7.50 + VAT.

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5.10 Parcels not collected within one month will be returned to sender or returned to the post office. Goods are not insured whilst on our premises.

5.11 Special Delivery Items. Our business centres do not have a manned reception or concierge service. Therefore, while we make every attempt to facilitate deliveries to our buildings, we cannot guarantee that Special Delivery items requiring a signature will be signed for, and so clients are advised that they may need to make alternative arrangements for such deliveries.

5.12 Third party enquiries. If we receive third party enquiries for you or your business at any of our offices by telephone, email or in person please note that we will advise the third party that you do not have a physical presence at our address but that we will pass their details on to you to enable you to make contact with the third party.

5.13 Corporate Upgrade - This service is provided for regulated organisations who wish to use the business centre as their client's Registered Office Address. A disclaimer will be signed to allow the organisation to take responsibility for AML and KYC checks for their clients. This option is only used for statutory address purposes for Companies House and HMRC (not for trading purposes).

5.14 CALL DIVERT Services: Once an order has been placed, your Call Diversion will be activated, and you will then be charged for the duration of any calls that are diverted. The call diversion cost per minute will be same as a call from your landline (Please note that our packages include free local and national calls). The cost of a diversion will depend on:

- The duration of the diverted call
- The type of number you are diverting to. For example, diverting to a mobile number will cost more than a landline.

For our latest prices please go to the BT Consumer Price Tariff.

5.15 CALL ANSWERING We will use reasonable endeavours to take Messages received on the Assigned Number(s), and within such time as we agree with you, to forward the same by the method of communication that we agree with you, to the telephone number or email address that that you have provided to us for that purpose.

5.16 Notwithstanding any other term of this Agreement, the provision of the Services including any Additional Services is specifically subject to the following:

- a) Given the nature of the Services, and in particular the fact that we will receive a high number of Calls and a great deal of information within a short period of time, there will be occasions where we fail to record a Message and/or details, and/or to pass information on to you, correctly or accurately, and we will not under such circumstances be liable or responsible to you.
- b) We will not provide any Service which is in any way, whether directly or indirectly, involved in or associated with, or which we suspect is in any way, whether directly or indirectly, involved in or associated with, any illegal, defamatory, obscene, sexist, racist, inflammatory, or immoral activity, and/or any activity which we determine adversely affects our reputation. If we suspect any Unacceptable Activity, we may immediately terminate the Agreement (notifying the Police or relevant authorities where appropriate), at which time all Charges at that time incurred by us in relation to the provision of the Services will become immediately due and payable to us.

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- c) For the purpose of the above, what constitutes Unacceptable Activity will be determined entirely at our own discretion, and our determination on the matter will be final and not subject to discussion.
- d) We will not accept any Call which is a reverse charge or collect call, and/or on the basis that we are in any way required to bear the cost to the caller for making the Call to us;
- e) It is your responsibility to ensure that you provide us with an appropriate Contact Number and that the Contact Number is operational and manned at all relevant times. We will not under any circumstances be responsible or liable, should the Contact Number be unanswered and/or out of order, or should we otherwise be unable to forward a Message, or patch a Call through, to a Contact Number;
- f) We will not under any circumstances be responsible or liable, should our personnel mishear and/or misunderstand or be unable to understand, a Message and/or a caller, whether because the line is poor, the caller is difficult to understand, the caller's English is poor, or otherwise. All Messages left, and/or communications, with our personnel, must be in the English language;
- g) We will not under any circumstances be responsible or liable, should we be unable to receive and/or forward a call, or forward a message to you, whether by telephone, email or otherwise, as a direct or indirect result of any equipment breakdown or malfunction; delay in or breakdown of any telecommunications or internet service, or atmospheric conditions;
- h) Our personnel will not deal with or speak to, any caller who is abusive, or unpleasant, or who shouts or uses bad, inflammatory, sexist, racist or obscene language. When confronted with such a caller, such staff will immediately terminate the Call, and if the same caller calls again, not take the Call.

6. PRICE AND PAYMENT

- 6.1 Prices are as detailed in your invoice and exclude VAT.
- 6.2 The initial fees are invoiced and collected in line with your original start date and agreement. Subsequent renewals are prorated to coordinate with the start of a calendar month.
- 6.3 Initial payment must be made upfront. Service will be confirmed when funds are cleared.
- 6.4 Subsequent payments must be made online by setting up a Direct Debit.
- 6.5 Requests to pay by alternative methods (BACS or standing order) will be considered on a case-by-case basis.
- 6.6 Direct Debits are processed within 5 working days.
- 6.7 If your Direct Debit mandate fails payment, we reserve the right to withdraw the direct debit payment facility.
- 6.8 The Provider reserves the right to charge a 3% transaction fee for card payments made by telephone.
- 6.9 All invoices are due for payment on the due date. The Provider reserves the right to withhold or withdraw services (including denying the Client access to the Client's mail) while there are fees outstanding, or if the Client is in breach of the Service Agreement. If payment in full is not received within 30 days, the Client will be sent a Notice of Suspension giving seven days to pay. If payment in full is not received the Client's

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account will be closed with immediate effect, and all mail returned to the sender or returned to the Post Office. The matter will then be referred to a third-party debt collection agency which may involve Her Majesty's Court and Tribunal Service.

- 6.10 A change of your primary account name and contact details will incur a £20+VAT administrative charge.
- 6.11 Automatic Renewals: When signing up for a service you agree that your services will be automatically renewed periodically. If you do not wish to renew, please refer to Section 7.
- 6.12 Annual Renewal Fee. A renewal fee of £20.00 + VAT is charged upon the anniversary of your initial subscription. The fee is payable without any deductions. If the renewal fee is not paid when due, the service may be suspended without notice, until such payment is made. This Renewal Fee covers the cost of reviewing your account.
- 6.13 Discounts are discretionary, and upon renewal of your agreement may be rescinded.

7. CANCELLATION

7.1 You can give notice to cancel your service at any time by emailing cancellations@theworkstation.co.uk. One calendar months' notice is required, and monthly periodic services are subject to a minimum term of 3 calendar months. No refunds of any fees or charges will be given in the event of early termination of your contract.

7.2 Without prejudice to any rights that have accrued under these terms or any of the rights or remedies stated, we may at any time terminate a Contract with immediate effect by giving written notice to you if:

- a) You fail to pay any amount due under a Contract on the due date for payment; or
- b) You commit a breach of any material term of a Contract and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified to do so; or
- c) You become insolvent or go into liquidation; or
- d) You suspend payment of your debts or are unable to pay your debts as they fall due; or
- e) You enter into any compromise or arrangement with your creditors to reschedule any of your debts; or
- f) Any action is taken for or in connection with your winding up; or
- g) An administrator is appointed over you; or
- h) You are the subject of a bankruptcy petition or order; or
- i) You or someone you have authorised to enter the Centre act in a manner incompatible with ordinary office use or in breach of our Office Regulations; or
- j) You act in a manner which is or may be detrimental to our business reputation.

7.3 In the event of termination of any Contract, you shall notify your change of address and telephone number to all relevant parties. Any postal mail received after termination of the Contract will not be forwarded and postal mail will be returned to the sender, or in the event of no return address, the mail will be returned to the Post Office. We will not be under any obligation to enter into correspondence with you after termination of any Contract in accordance with its terms. Failure to notify your contacts after termination may result in further fees or charges.

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7.4 We monitor the use of our Virtual Office addresses, and if after 30 days from termination you continue to use the Virtual Office Address for any reason, you will be subject to fees totalling the standard monthly rental amount due post-termination, plus a penalty fee of £50 +VAT per month thereafter. (For example, a service ended on the 31st December, but evidence is found of the address still in use in April, will be subject to 4 months virtual office fee for January, February, March and April plus £200 +VAT.

7.5 If a Registered Office Address and/or Service Address is included in your service, upon termination of our contract you agree to inform all statutory authorities of your change of address within seven days. In the event of active proposal to strike off, we reserve the right to charge a nominal fee of £10+VAT per month until the Final Gazette Notice has been filed with Companies House.

8. CONFIDENTIALITY

8.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (Confidential Information).

The Receiving Party shall restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

The Receiving Party shall only use the Confidential Information for the purposes for which it was disclosed to it and shall under no circumstances use or disclose the Confidential Information after expiry of the Contract. This clause 9 shall survive termination of the Contract.

9. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site and our services, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

10. NOTICES

All notices given by you to us must be by recorded delivery post to The Workstation, Censeo House, 6 St Peters Street, St Albans, AL1 3LF. We may give notice to you, either the e-mail or to the postal address you provided when placing the order.

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