



GROSVENOR ST PAULS LIMITED: VIRTUAL OFFICE LICENCE AGREEMENT

Virtual Office Service between your company to:

Grosvenor St Pauls Limited (GSP Ltd)
Grosvenor House, 11 St Paul's Square, Birmingham, B3 1RB

SERVICE DEPOSIT:

REGISTERED OFFICE: £50 + VAT

MAIL FORWARDING: £45 + VAT

CALL HANDLING: £65 + VAT

PREMIUM BUSINESS PACKAGE: £99 + VAT

TERMINATION POLICY: 3 MONTH TERMINATION

MONTHLY RENTAL PAYMENTS:

REGISTERED OFFICE: £25 + VAT

MAIL FORWARDING: £45 + VAT

CALL HANDLING: £65 + VAT

PREMIUM BUSINESS PACKAGE: £99 + VAT

Monthly invoices will be issued on the 1st of every month and must be paid via Direct Debit.

Direct Debit can be set up using the link provided. Failure to do so will result in us terminating your contract with Grosvenor House.

Compliance

The following compliance documents need to be provided within 14 days of signed contract – Photo ID (passport or driving licence), Utility Bill matching the address on the contract as well as Photo ID and proof of address for all registered directors.

If the documents are not provided, Grosvenor House will terminate all services and no refunds will be given. Companies House will be notified and the Grosvenor House address will be removed.



TERMS & CONDITIONS FOR VIRTUAL OFFICE SERVICES

MAIL ADDRESS & REGISTERED OFFICE

1. Definitions

- 1.1. "Application" means the process of completing and submitting the online or offline application requirements when applying for the provision of Services;
- 1.2. "Client" means the service User.
- 1.3. "Contract" or "Agreement" means the Terms set out within this document.
- 1.4. "Initial Period" means the first three calendar months from the date of this Agreement.
- 1.5. "Business location" means the Grosvenor St Pauls limited registered address, for the purpose of this Contract is Grosvenor House, St Pauls Square, Birmingham B3 1RB.
- 1.6. "Services" means the Service as described below (being the monthly fixed price Virtual Office service) and Additional Services (provision of variable chargeable services as listed in the Company's published price lists) to be provided during the Term of this Contract;
- 1.7. "Term" means for the time that the Client is in Contract with GSP in its entirety.
- 1.8. "We", "Us" or "Our" means Grosvenor St Pauls Limited (GSP Ltd) as set out on the Application.

2. The Agreement

- 2.1. The Client has applied to receive certain virtual office services and agree to the Terms and conditions in this document. On acceptance of the Clients Application, a legally-binding Contract ("the Contract") will exist. All proposals, quotations, instructions and Contracts to supply Services are subject to these Terms and conditions. If We accept the Clients Application for Services, they will receive confirmation by email.

3. The Service

- 3.1. For the duration of the Contract with Us, We will provide the following Service to the Client from our location:
 - 3.1.1 Business address can be used on business cards, letterheads, Websites and other correspondence;
 - 3.1.2 The business location address can be used as the Clients registered address.
 - 3.1.3 Post is received Monday to Friday and will be forwarded to a single nominated UK address for Mail Handling and Gold Packages only, for registered address only packages, post will not be handled and will be the responsibility of the nominated person to collect.
 - 3.1.4 Forwarded items will be subject to current Royal Mail postal charges plus 25% handling fee.

4. Charges & Payments

- 4.1. Payment for the Service is to be paid on the 8th of every month in advance by recurring monthly direct debit.
- 4.2. Additional Services will be invoiced in arrears on the last day of the month and will be paid on the first day of the calendar month following or specified payment method acceptable to Us.
- 4.3. The payment of a refundable deposit equivalent to 2 months' fixed service charge (Reg Office service) and 1 month fixed service charge (all other services) is required in advance of service being operational. The deposit will be repayable following Termination of the Contract, subject to clause 4.6, within 30 days of the date upon which the Client have settled any outstanding obligations to Us, including interest where applicable.
- 4.4. We shall not be obliged to repay the retainer unless the Contract is Terminated in accordance with the provisions of clause 5.3. In any other circumstance, We shall be entitled to withhold any sum from the retainer which We reasonably believe to be equal in value to any amounts owed, any losses or damage that We may suffer or have suffered as a result of any breach of the Contract by the Client and shall only be obliged to repay the balance of the retainer once those losses are capable of being quantified or following any compromise or settlement Agreement by which those losses are identified.
- 4.5. If any outstanding Fixed Service charge and Additional Services invoice are not fully paid within 7 days of due date the Client shall be liable to pay all monies owing on demand, together with interest at the rate of 8% per annum accruing daily until paid.
- 4.6. The Client may not withhold any payment to Us that has fallen due and in the case of any disputed invoice or amount the Client must contact Us in writing with the objections within 7 days of the date of that invoice.
- 4.7. In the event of non-payment, we reserve the right to cease providing service and Terminate the Agreement.
- 4.8. GSP Ltd reserves the right to vary the Additional Service charges from time to time.
- 4.9. All sums quoted as being payable by the Client under the Contract are exclusive of any VAT unless expressly stated otherwise.
- 4.10. Out-of-pocket expenses shall be reimbursed where such expenditure does not fall within the description of the Service.

Page 2 of 8

Grosvenor St Pauls Limited (09403879)

Grosvenor House, 11 St Pauls Square, Birmingham, B3 1RB

+44 (0)121 272 3643 @ info@grosvenorstpauls.com

*Overdue accounts will not be able to use Grosvenor St Pauls Limited as a Virtual Office and will have their licence terminated.
Unauthorised use of our services will be reported to Action Fraud and The National Fraud and Cybercrime Reporting Centre.*

Updated April 2022



5. Term and Termination

- 5.1. The Contract shall continue for the period stated in the Application (the "Initial Period"). It will be renewed for successive monthly periods unless ended by either party giving three month's written notice to the other to expire no earlier than the end of the Initial Period.
- 5.2. The Contract may be Terminated:
 - 5.2.1. Immediately by Us if the Client commits any material breach of the Contract and, in the case of a breach capable of being remedied shall not have been remedied within 10 days of a written request to remedy the same;
 - 5.2.2. Immediately by Us if the Client fail to make payment of any sums due to Us on the due date;
 - 5.2.3. Immediately by either party if the other shall become unable to pay its debts or otherwise suffer insolvency events;
 - 5.2.4. Immediately by Us upon notice to the Client in the event that We reasonably consider that the Client or their employees or agents have engaged in any criminal conduct, any conduct prejudicial to our business, or have done anything which is or may be in breach of any legislation or the Client have published anything which is indecent, defamatory or misleading or We consider that a conflict or potential conflict of interest has arisen between our two parties.
- 5.3. Any Termination of the Contract pursuant to Clauses 5.2 to 5.5 inclusive, shall not prejudice any other rights or remedies a party may be entitled to under the Contract or at law, and shall not affect any accrued rights or liabilities of either party, nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such Termination.
- 5.4. Following any Termination of this Contract by Us under Clause 5.2 the Client will still be obliged to pay for any Additional Services provided, and to settle any Charges that remain unpaid.
- 5.5. Upon Termination of this Contract for any reason, it shall be the Client's responsibility to notify all relevant parties and authorities of the change of the Client's business address. The Client agrees that they will not file a change of address form with the Post Office. Any communications received following Termination of the Contract will not be dealt with or acknowledged and any post will be returned to sender.

6. Notices

- 6.1. Any notice or communication given under this Contract shall be in writing and may be delivered by email, by hand or sent by first class prepaid recorded delivery post to the relevant address(es) stated in the Contract (or another address that the addressee may have provided for that purpose) or sent by fax.
- 6.2. Communications shall be taken to have been received;

- 6.2.1. if delivered by hand at the time of delivery;
- 6.2.2. if posted and there is no notification of non-delivery 3 working days (or 10 working days if prepaid airmail) after posting;
- 6.2.3. and if sent by fax transmission, at the date of transmission;
- 6.2.4. If by email, then 24 hours from sending unless there has been a report to the sender of failed transmission during that period.

7. Client Responsibilities:

- 7.1. The Client will provide Us with all requested information and data relating to the Services. Usually this will be sufficient on completion of the Application, but if more information is needed, We shall not be bound to provide Services until We have everything requested.
- 7.2. Throughout the Term of the Contract, We require the Client to afford to Us all reasonable co-operation in all matters relating to the performance of the Services. In particular:
 - 7.2.1. Promptly and fully respond to our communications relating to the provision of the Services and liaise with Us on matters relevant to the provision of the Services;
 - 7.2.2. Access to the Clients information, records and other materials relevant to the provision of Services;
 - 7.2.3. Provide proper and clear instructions in respect of the Client requirements in relation to the Services, any Additional Services or in connection with the Contract;
 - 7.2.4. Pay Charges promptly when due;
 - 7.2.5. Conduct affairs at all times in a manner observing all legal requirements in relation to the conduct of the Clients business';
 - 7.2.6. Where the provision of the Services necessarily implies that We will transmit or otherwise transfer data or information outside of the EU, then the Client explicitly licenses Us for that purpose.
- 7.3. The ownership of any property of the Clients (including intellectual property and data) that comes into our possession shall remain with the Client but the Client understand that where We handle such property on the Clients behalf, the Client have permitted Us to receive it and deal with it in order that We can provide the Services that the Client has requested.
- 7.4. The Client promise that where We handle property on their behalf, nothing that We do will infringe the rights of any person, and the Client shall indemnify Us against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 7.5. The Client agrees not to divulge confidential information relating to the business' or affairs of our company during the Term. This clause does not apply

Page 3 of 8

Grosvenor St Pauls Limited (09403879)

Grosvenor House, 11 St Pauls Square, Birmingham, B3 1RB

+44 (0)121 272 3643 @ info@grosvenorstpauls.com

*Overdue accounts will not be able to use Grosvenor St Pauls Limited as a Virtual Office and will have their licence terminated.
Unauthorised use of our services will be reported to Action Fraud and The National Fraud and Cybercrime Reporting Centre.*



- to any information in the public domain, or under any court order or applicable law or regulation.
- 7.6. During the Term of this Contract, and for a period of 12 months after Termination, the Client must not directly, or indirectly, solicit or offer employment or solicit or offer to enter into any Agreement for the provision of any services by any of our employees or any person who was our employee during the 3 months prior to the Termination of this Contract.
 - 7.7. In the event that the Client does undertake actions referred to in clause 7.6, We estimate our loss at the equivalent of one year's salary for each of the employees concerned and the Client must pay Us damages equal to that amount on demand.
 - 7.8. The Client now agrees to indemnify and keep fully-indemnified GSP Ltd from and against any loss, claim or liability incurred or suffered by GSP Ltd as a result of any negligence or default by the Client (or their employees, agents or representatives) regarding the Client's obligations in connection with the Services, together with expense, claim, loss or damage which GSP Ltd or any of its employees, agents, sub-Contractors and other Clients) may suffer due to the negligence or breach of the Client (or their employees, agents or representatives).
 - 7.9. The Client will fully and effectively indemnify Us against the consequences of any breach by the Client of this clause.
 - 7.10. A license under this clause shall cease on the expiry of 90 days from Termination of this Contract.
 - 7.11. The Client now authorises Us and grant Us a non-exclusive revocable license to process Client data on their behalf to the extent necessary to carry out the Services. This may include data regulated by the Data Protection Act 1998 and the Client warrant to Us that any data processed by Us is lawfully held or obtained by the Client in compliance with the requirements of the Data Protection Act 1998 and the Client have all requisite authority from each data subject.
- 8. Our Responsibilities:**
- 8.1. The service and additional services will be provided Using our reasonable endeavours. We shall provide the Services so far as is reasonably practicable in accordance with the description of the Service.
 - 8.2. Any dates, periods or times specified by Us in the Contract are estimates only and time shall not be of the essence for the performance of any obligations of ours under the Contract.
 - 8.3. Except in respect of death or personal injury caused by our negligence, or as expressly provided in this Contract, We shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other Term or any duty at common law or under the express Terms of the Contract for any loss of anticipated savings business' revenues or profits (whether categorised as direct or indirect loss) or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by our negligence, that of our servants or agents or otherwise) which arise out of or in connection with the provision of the services or their Use by the Client.
 - 8.4. We shall have no liability for and shall not be obliged to act upon any forms of communication received for any party other than the Client.
 - 8.5. The Client agrees and acknowledge that the allocation of risk in Clauses 8.1 to 9.1 is fair and reasonable in the circumstances, having regard to the level of the charges.
 - 8.6. Calls, faxes and mail will be dealt with in accordance with the description of the Service unless We have agreed otherwise by email to the Client.
 - 8.7. We will only provide services to the Client and shall not be obliged to follow any instructions or requests from any person or body that is not specified as an "authorised contact" of the Client.
 - 8.8. We cannot and do not guarantee that the Client mail will be forwarded by any third-party providers of postal services or that such mail will be forwarded in a timely manner.
 - 8.9. We will not accept any items exceeding 4.5kg (10lbs) in Weight, 46cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains dangerous, live matter or perishable goods, and, shall be entitled in its absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior Agreement.
 - 8.10 We do not warrant, guarantee or undertake on behalf of any third-party supplier or service provider that access to any facilities or any of the services will be uninterrupted or of any particular level of availability or quality.
 - 8.11 We agree not to divulge confidential information relating to the Client business or affairs during the Term. This clause does not apply to any information in the public domain or which is required to be disclosed in respect of the provision of the services by Us, or under any court order or applicable law or regulation.
 - 8.12 We reserve the right to modify, correct, suspend or discontinue any aspect of our Website or the content of it. Unless explicitly stated to the contrary, any new features including new Website content or new services that We may offer shall be subject to these Terms and conditions. Please note that although We try to ensure that the content of our Website is accurate, it may contain typographical errors or other inaccuracies.

Page 4 of 8

Grosvenor St Pauls Limited (09403879)

Grosvenor House, 11 St Pauls Square, Birmingham, B3 1RB

+44 (0)121 272 3643 @ info@grosvenorstpauls.com

*Overdue accounts will not be able to use Grosvenor St Pauls Limited as a Virtual Office and will have their licence terminated.
Unauthorised use of our services will be reported to Action Fraud and The National Fraud and Cybercrime Reporting Centre.*



8.13 We reserve the right to co-operate with any official investigating authority if required in relation to any allegations of impropriety against a Client.

9 Matters Beyond Our Control

9.1 We cannot accept responsibility to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of our obligations under this Contract if the delay or failure was due to any circumstances or cause beyond our reasonable control.

9.2 Without affecting the generality of the Terms at 9.2, circumstances beyond our reasonable control shall include acts of God, server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad Weather, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of ours or of a third party).

10. General

- 10.1. This Contract (together with the Terms set out in any further description of the Service appearing on the Website) constitutes the entire Agreement between the parties, supersedes any previous Agreement or understanding and may not be varied except in writing between the parties. All other warranties Terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 10.2. In the event of any conflict between the Contract provisions and the description of the service appearing on the Website, the Terms and conditions set out in the clauses of this document shall have effect.
- 10.3. We may employ sub-Contractors for carrying out any part of the Services and shall be entitled at all times in its absolute discretion to decide the number of and which of its employees' agents or sub-Contractors shall provide the Services.
- 10.4. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.5. The parties agree that the Contract shall not amount to a partnership, joint venture, franchise or agency between the parties and neither party shall have the power to bind the other without the other's prior written consent.
- 10.6. The Client may not assign all or any of the Client rights or obligations as the Client under this Agreement without our written consent. Each party warrants its

power to enter into the Contract and has obtained all necessary approvals to do so.

- 10.7. Except as expressly provided (including in respect of indemnity), the parties do not intend any Term of this Contract to create any rights or benefits to any other party other than the parties to the Contract or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any third party which exists or is available apart from the Act.
- 10.8. If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 10.9. Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the Act referred to.
- 10.10. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.
- 10.11. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 10.12. English law shall apply to the Contract and these Conditions, and the parties submit to the jurisdiction of the English courts but nothing in this Agreement shall limit our right to take proceedings in any other court of competent jurisdiction or in more than one jurisdiction, whether concurrently or not.

Compliance and Regulatory Statements

Money Laundering Regulations 2007 and the London Local Authorities Act 2007

Under the Money Laundering Regulations 2007 (as updated from time to time) and where applicable the London Local Authorities Act 2007, We may be required to verify the identity of those We deal with. This may include checking against electronic and other databases (public or otherwise).

GDPR & KYC Documents

At Grosvenor St Pauls we must ensure that we know who our clients are and also confirm their address. Registered Limited Companies will also need to provide identification of all company directors and/or beneficial owners plus a copy of the certificate of incorporation.

We are required to collect copies of all identification.

UK based clients – Both the proof of ID and proof of residential address documents are verified electronically, (checks on your identity will leave a footprint on your credit history but will not affect your credit history in any way). If we are unable to verify your ID, we will require it to be certified by the relevant official stamp and signature..



We require 2 separate forms of ID – you can not use the same ID for proof of identity and proof of address.

One from List A and one from list B.

All documents must be photocopied or scanned. Photographs and other types of reprographics are not acceptable. Copies must be clear, legible, showing the full and complete document, these must be first generation scans of the original documents. There must be no folds, parts covered, light reflections etc.

The service will remain suspended until the documents are correctly supplied or the expiry date of your contract is reached. Your account will not be active until we receive your documents. You should not start to use the service until you receive approval confirmation by email. Any mail received before activation will not be processed and will be returned to sender.

All information will be held securely on our systems. It will only be passed to other group companies of ours and our and their trading partners for

use exclusively in connection with the provision of serviced and/or virtual offices and related services. It will not be passed to any other party without the Client express permission, unless We are required to do so by law or regulation.

We will store the information and our verification thereof in accordance with relevant legislation after which it will be destroyed. The Act confers rights of access to certain information We hold. Details are available on request.

In addition, this information may be used for the prevention or detection of offences for fraud prevention purposes. We may share any information We collect with the Police to assist with investigations and/or enquiries as well as other public or private sector agencies or representative bodies complying with legislation and in accordance with relevant statutory and regulatory obligations.

Information may be shared with the Business Centre Association and their members. Information shared in this way will not be used for marketing purposes.

Service User

I have read, accept and agree to the Terms & Conditions of this Agreement.

Company Name:

Address:

Full Name:

Position:

Signature:

Date:

Service Provider

Company Name: Grosvenor St Pauls Limited

Address: Grosvenor House, 11 St Paul’s Square, Birmingham B3 1RB

Full Name: _____

Signature: _____
(for and on behalf of Grosvenor St Pauls Limited)



Date: _____

Director’s Consent to Personal Guarantee for Fees

I,.....of personally guarantee payment to GSP Ltd of any fees incurred by GSP Ltd in the provision of their Services toThis liability will continue notwithstanding my ceasing to be a director of the Clients Company who is acceptable to GSP and this liability will continue notwithstanding the insolvency of the Clients Company.

Full Name:

Signature:

Date:

CONFERENCE ROOMS, MEETING ROOMS & HOT DESKING – VIRTUAL OFFICE CLIENT

Room Name	No. of Delegates	Rates (9am-5.30pm) excluding VAT
St Paul’s Suite	6 - Rectangular Table	From £25 per hour*
Mary Ann Suite	6 - Rectangular Table	From £25 per hour*
Executive Boardroom	12 - Rectangular Table	From £25 per hour*
Hot Desking	As required	£30 per day**
Bar 11	As required	From £25 per hour*
Co-Working	As required	£175 per month

*NB. Cancellation policy applies. Refreshments included: Tea, coffee, water and biscuits. Alternative catering packages available on request

**includes superfast Broadband connection

Hours of Operation

Hours of operation are 9am to 5.30pm Monday to Friday.

Terms & Conditions

Services Charges are for the current period beginning 1st July 2016 - Grosvenor St Pauls Limited reserves the right to review prices subject to market conditions without notice.