

# Robert Denholm House

## Enquiry/Application

Customer Name:	
Registered Office Address:	
If not a Registered Company, your Home Address:	
Preferred Invoice Address:	
Customer Email Address:	
Customer Telephone	
Mobile Number	
Business Activity	
Please select the services you are interested in	<input type="checkbox"/> Post Box Address <input type="checkbox"/> Post Box Address + Registered Office Address <input type="checkbox"/> Personalised Telephone Answering
<p>Please note that a Virtual Office runs per 3 month period Your paperwork will then be drawn up for you to come in and sign, please bring with you:</p> <p><b>Photo ID</b> Passport or Driving license</p> <p><b>Proof of Address</b> Utility Bill or Bank Statement</p> <p>Please note that copies will be taken for your confidential file.</p> <p>RDH will contact you to arrange an appointment to sign your agreement or alternatively please email enquiries@robertdenholmhouse.co.uk or call 01737 824 000.</p>	

The Virtual Office Agreement is made between TLP LTD (trading as and at Robert Denholm House) registered at Abacus House, 367 Blandford Road, Beckenham, Kent, BR6 7SD ("the operator") of the one part and the Customer of the other part.

The Parties agree to carry out their respective obligations and observe the [Terms and Conditions](#).

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Robert Denholm House, Bletchingley Road, Nutfield, Surrey, RH1 4HW

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## TERMS AND CONDITIONS

### 1 Customer's Authority

- 1.1 If this Agreement has been signed on behalf of a Customer which is a partnership the signatory warrants that he/she has authority to render all the partners at the date of this Agreement jointly and severally liable.
- 1.2 If this Agreement has been signed on behalf of a Customer which is a company the signatory warrants that he/she is signing in the capacity as a director of the company.
- 1.3 Any signatory on behalf of a Customer personally warrants that he/she has authority to bind the Customer and that the Customer has full power and capacity to enter into this Agreement under the laws of England and Wales and the laws of the Customer's domicile or place of incorporation if different. If this is not the case the signatory is liable in all respects as though he/she were the Customer.
- 1.4 The signatory warrants that the Customer will meet all its obligations in this agreement and in default the signatory is liable in all respects as though he/she were the Customer.

### 2 Operator's Obligations – Services included in the Basic Fee

The Operator Agrees:

- 2.1 to handle prepaid incoming and outgoing mail and any deliveries. The Customer hereby irrevocably authorises the Operator and its employees to accept incoming mail and any deliveries on behalf of the Customer; no obligation is implied on the part of the Operator to forward mail or provide a forwarding address on or after termination of this Agreement. The Operator reserves the right to levy an additional fee in the event of intensive use of the Services. Mail will be held for collection by the Customer for up to 21 days following which it may be destroyed or returned to sender at the discretion of the Operator. Mail may be given to someone other than the Customer or his authorised agent in pursuance of a warrant or other lawful authority.

### 3 Services for which an additional charge is made

The Customer may be allowed:

- 3.1 personalised telephone answering, message forwarding service, telephone calls, internet connection or any other service offered by the Operator;
- 3.2 use of boardroom, secretarial services, photocopying, fax, binding, franking, laminating, meeting room hire or use of the Building as a registered office;
- 3.3 all such use and Services are offered subject to availability and in accordance with the Operator's tariff of charges and terms and conditions from time to time.

### 4 Customer's Obligations - General

The Customer Agrees:

- 4.1 to provide such information as the Operator may require on the formation of the business relationship and from time to time thereafter relating to the identity and ownership or affiliations of the Customer's business or organisation. In the event of any such information proving to be false, the Operator may immediately suspend its obligations under this Agreement. Basic Fee and additional charges continue to be payable notwithstanding any such suspension;
- 4.2 that the Customer or its duly authorised staff may only enter the Premises at the invitation of the Operator during Opening Hours and will not be entitled to any keys to the Premises;
- 4.3 not to display any signs or notices at or on the Premises without the prior written consent of the Operator;
- 4.4 not to do or fail to do any act or thing which would or might constitute a breach of any statutory or regulatory requirement affecting the Premises or which would or might expose the Operator to civil or criminal liability or vitiate in whole or in part any insurance effected in respect of the Building or Premises from time to time;
- 4.5 to indemnify and keep the Operator indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from any breach of the Customer's obligations contained in this Agreement;
- 4.6 not to impede in any way the Operator or its officers servants or agents in the exercise of the Operator's rights of possession and control of the Premises;
- 4.7 not without the prior written consent of a director of the Operator during the currency of this Agreement and for the six months immediately following its expiry or termination directly or indirectly to offer employment or a contract for services to or seek to entice away any of the Operator's customers employees sub-contractors or agents and in the event of any breach of this provision the Customer will be liable to the Operator in damages in the sum of the greatest of the annualised Basic Fee the annual gross invoiced receipts from the customer concerned in the twelve months immediately preceding such offer or enticement or the annual gross remuneration of each employee sub-contractor or agent involved in such breach it being mutually agreed by the Customer and the Operator that this provision for liquidated damages is reasonable and that the actual damage which would be sustained by the Operator as a result of such breach would be from the nature of the case impracticable or extremely difficult to fix. In this sub clause the expression "Operator" shall be deemed to extend to any company which is a member of the same group of companies as the Operator or in which one of the Operator's shareholders owns a significant number of shares;
- 4.8 to observe such reasonable Rules and Regulations as the Operator may make and of which the Customer shall have been notified from time to time governing the Customer's use of the Services and/or Premises and without prejudice to the generality of the foregoing any rules or regulations concerning health and safety and fire procedures and precautions;
- 4.9 not to carry on at the Premises any activity other than Business Activity and not to carry on or direct any illegal activities there and not to cause the Building to be used as a registered office address for the purposes of the Companies Acts or other

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enactments or regulations without the prior written consent of the Operator;

- 4.10 to keep the financial terms of this Agreement confidential during the Agreement and after it (save for disclosures required by law);
- 4.11 to take out and maintain in force adequate comprehensive business insurance including but not limited to cover for loss of and damage to trade fixtures and fittings mail documents and goods in transit, employer's and public liability, and losses due to business interruption;
- 4.12 On the inception of this agreement and during its currency the Customer irrevocably consents to any data holders releasing information about the Customer to the Operator for purposes related to the Money Laundering regulations and the suppression of crime and terrorism.

## 5 Termination

- 5.1 This Agreement will commence on the Start Date for a minimum term of twelve months and will continue thereafter until the earliest of:-
  - 5.1.1 the Operator gives immediate notice in writing on or following a breach of this Agreement by the Customer which involves a continuing breach of the law or exposes the Operator to civil or criminal liability or penalties;
  - 5.1.2 there has been a breach of this Agreement by the Customer which has not been remedied to the Operator's satisfaction within seven days of the Customer being required to do so in writing by the Operator, and the Operator elects by notice in writing to treat this Agreement as terminated;
  - 5.1.3 either party gives the other not less than three months notice in writing expiring on a day immediately preceding a Payment Date;
  - 5.1.4 the Customer is adjudged bankrupt or becomes the subject of a winding up order or goes into receivership or administration or seeks any court order which protects it from civil claims or execution of judgements in any of which cases this Agreement terminates automatically;
  - 5.1.5 Any right of termination provided for elsewhere in this Agreement
- 5.2 Termination by any of these means shall not affect accrued liabilities.

## 6 General

- 6.1 The benefit of this Agreement is personal to the Customer and is not assignable and access to the Premises may only be exercised by the Customer and its employees in the course of their duties.
- 6.2 The Operator gives no warranty that the use of the Services will be uninterrupted timely secure or error-free and accepts no liability for consequential loss arising from failure to forward store or retrieve letters parcels messages or digital communications or other destruction or interception whether inadvertent or otherwise.
- 6.3 This Agreement contains the whole Agreement between the parties and the Customer acknowledges that in entering into this Agreement it has not relied on any oral or written representation made to it by the Operator or its employees or agents.
- 6.4 The Operator shall not be liable for the death of or injury to or for damage to any property of or for any losses (whether pecuniary or of any other description) claims demands actions proceedings damages costs or expenses or other liability incurred by the Customer or any person referred to in Clause 6.1 or any visitor of or person enabled by the Customer to gain access to the Premises either as a trespasser or in the exercise or purported exercise of the benefits granted to the Customer under this Agreement. To the extent that any such liability attaches by law and cannot be excluded any such liability shall not (save where the law prohibits limitation of liability) exceed the amount specified in Clause 6.5.
- 6.5 The Operator hereby excludes to the maximum extent permitted by law all liability to the Customer for or arising out of any Services provided by the Operator to the Customer hereunder including without limitation all liability in negligence and breach of statutory duty and in case such liability cannot be fully excluded or is not excluded the Operator's liability shall not in any event exceed the greater of twice the Basic Fee (net of VAT) or the amount available to the Operator by way of indemnity under any Property Owner or Occupier's liability insurance maintained by or for the benefit of the Operator.
- 6.6 All notices given by either party pursuant to the provisions of this Agreement shall be in writing signed in the case of a Customer's notice by the Customer or his attorney duly authorised by deed or if the Customer is a firm by a partner or if the Customer is a corporation by a director and to be deemed sufficiently served if sent by recorded delivery to the Operator at Robert Denholm House, Bletchingley Road, Nutfield, Surrey RH1 4HW. In the case of a notice by the Operator it shall be signed by a director and shall be deemed sufficiently served if sent to the Customer's last known address in the UK by pre-paid first class mail.
- 6.7 The parties acknowledge that the Operator retains possession and occupation of all parts of the Premises and Building.
- 6.8 The applicable law is that of England and Wales and signature of this Agreement by or on behalf of the Customer shall indicate acceptance of such law and the non-exclusive jurisdiction of the English courts.
- 6.9 For the avoidance of doubt unless specifically stated, nothing in this Agreement shall confer on any third party, any benefit or the right to enforce or vary any term of this Agreement.
- 6.10 The Customer and signatory acknowledge that they have taken legal advice on any aspects of this agreement which were unclear to them.

## 7 Customer's Obligations – Fees

The Customer Agrees:

- 7.1 to pay to the Operator the Basic Fee without set off or deduction of any kind whatsoever (together with any VAT) at three monthly intervals in advance on the Payment Dates provided always that if the Start Date is not a Payment Date the Customer will on entering into this Agreement be liable to pay a sum equivalent to the Basic Fee apportioned pro rata on a day to day basis from the Start Date to the first Payment Date thereafter; and to pay for all Optional Services and charges as invoiced by

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the Operator. If any payment is not made as aforesaid the Customer will pay interest on overdue accounts at the rate of 4% per annum over the base rate for the time being of National Westminster Bank Plc calculated from day to day from the due date of payment until the same is paid and in addition pay the Operator's costs, charges and expenses (including but not limited to solicitors, counsels, court costs and any third party debt recovery costs together with associated management time) incurred both during and after the term of the Agreement in connection with recovery of such overdue payments;

- 7.2 to deposit with the Operator on demand an amount equivalent to the Basic Fee as varied from time to time to be repaid by the Operator without interest less such deductions as may be necessary to compensate the Operator for any breaches by the Customer of this Agreement. The property in all sums so deposited shall pass to the Operator and shall not be impressed with any trust;
- 7.3 that all fees and accounts shall be paid as directed by the Operator from time to time whether by Bank Transfer, variable direct debit or otherwise. If the Customer makes a payment by cheque which is dishonoured or represented the Customer will be liable to pay the Operator's additional bank charges and an additional charge of £50 for each payment dishonoured or represented;
- 7.4 that on any Payment Date after the Start Date, the:-
- 7.4.1 Basic Fee can be increased by 5% (or such lesser increment as the Operator may have determined) of the amount payable immediately prior thereto and such increase shall not give rise to any right of termination;
  - 7.4.2 Frequency of any increase will be limited to once in any twelve month period.
- 7.5 that the Basic Fee is due and payable in advance on the Payment Date and is not refundable in whole or in part even if this Agreement comes to an end before the next Payment Date;
- 7.6 that use of the Services may be suspended while the Customer is in breach of its obligations but that this will not affect the Customer's liability to pay the Basic Fee.

## 8 Definitions

- 8.1 "Basic Fee" means the amount from time to time payable by the Customer on every Payment Date under Clause 7 (but does not include any payment for Optional Services) and the amount of the Basic Fee at the Start Date is as specified in this Agreement.
- 8.2 "Building" means Robert Denholm House, Bletchingley Road, Nutfield, Surrey RH1 4HW and each and every part thereof.
- 8.3 "Business Activity" means the Business Activity specified in the Particulars.
- 8.4 "Car Park" means the tarmac area at the front of the Building.
- 8.5 "Opening Hours" means 8.30am to 6.00pm on Monday to Friday inclusive excluding Bank and statutory holidays.
- 8.6 "Optional Services" means all or any of the Operator's obligations under Clause 3.
- 8.7 "Payment Dates" are 1 January, 1 April, 1 July and 1 October in every year.
- 8.8 "Premises" means the Building and its Car Park, grounds and access road.
- 8.9 "Rules" and/or "Regulations" means the written instructions issued from time to time by the Operator regarding the security and efficient running of the Building and matters of common concern.
- 8.10 "Service(s)" means any or all of the obligations of the Operator under Clauses 2 and 3.
- 8.11 "Start Date" means the Start Date specified in the Particulars or if none the date of this Agreement.

This document can be provided in other formats if required.

Ref: TLP Ltd/Legal/Agreements/Virtual Office Agreement Terms and Conditions 040418

Please email [enquiries@robertdenholmhouse.co.uk](mailto:enquiries@robertdenholmhouse.co.uk) or call 01737 824 000 to provide this information.

Signature

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