



Virtual Office Terms and Conditions

All Virtual Services are supplied on the terms set out below which supersede all previous terms.

This agreement is between NBV Enterprise Solutions Limited (NBV) and You ("You" or "Your"). This agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein and published from time to time by NBV, constitutes the entire agreement between NBV and You regarding the Virtual Office Services.

The word 'Mercury' may not be used at any time either upon application or at any subsequent stage during Your Virtual Tenancy. This is to protect the activities undertaken within Mercury House and the identity of Your business. Should You wish to use the word 'Mercury' within Your business name it would become necessary to withdraw the Agreement.

The Mercury House address (Shipstones Business Centre, Northgate, New Basford, Nottingham, NG7 7FN) will be Your business address only and may NOT be used as Your 'company registered address' unless this has been in agreed in advance with NBV and the appropriate fees paid for this facility. Any business using the Mercury House address to register their business with Companies House without prior agreement with NBV will be deemed in breach of this agreement and all services will be terminated with immediate effect.

1. Virtual Office services

Table with 4 columns: Benefits Included in Package, Standard, Executive, Premier. Rows include: Mailing address for Virtual Tenants, Calls from clients, Non Geographic personalised number, Access to ground floor public areas, No. of 1/2 Days Free Use of EC Hot desk, No. of 1/2 Days Free Use of Meeting Room, Discount on additional Hot desk/Meeting/Conference room bookings.

+ The plus package for any of the above options means that your post will be forwarded to you twice weekly.

The Virtual Service includes (depending on the selected level): (i) a postal address for the receipt, temporary holding and forwarding of letters delivered by Royal Mail or any other body authorised by law to operate a mail delivery service (ii) a telephone number that provides for the delivery of inbound telephone calls for message taking purposes (iii) the use of public areas at Mercury House and the Enterprise Centre (iv) a specified amount of usage of the Hot Desk facility free of charge (v) discounts on additional Hot Desk bookings and/or meeting and conference room bookings.

2. Virtual Office usage

Virtual Office Postal services

As a Virtual Office customer You will receive a postal address for the receipt, temporary holding and forwarding of letters / parcels delivered by Royal Mail or any other body authorised by law to operate a mail delivery service. Letters / parcels will be accepted and stored for You to collect (unless specified otherwise). Letters / parcels must be addressed to You or Your Company and NBV reserve the right to return or dispose of any correspondence not clearly addressed to You.

If the mail forwarding option has been selected, mail forwarding will take place on a Monday and Friday of each week. The charge for this service is £12 (including VAT) per calendar month plus the cost of the postage.

NBV may in its absolute discretion refuse to accept delivery of any item for any reason, including, without limitation, if there is no or insufficient prepaid postage; or any payment is outstanding; or if it appears to NBV in its opinion that the delivery of the item is in breach of any of these Terms and Conditions; or if You are using the Virtual Office service for the delivery of unreasonably large items of mail or an unreasonable volume of items of mail; or if the Virtual Office service is being used for the storage or delivery of items of value.

If NBV refuses to accept an item from or for You, it will endeavour to inform You, at Your last known address, of that decision but NBV shall not be responsible for any loss, damage or other consequences to You or any third party.

NBV shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event including, but not limited to, any loss, damage, delay or mis-delivery of postal items.

Virtual Office Telephone Services

Executive package – incoming calls are routed to a generic 0845 number and answered by a professional receptionist. The executive package includes up to 50 calls per month & email messages.

Premier package – includes the use of a Non Geographic personalised number where your calls are answered by a professional receptionist in your Company name. The premier package includes up to 100 calls per month & e-mail messages, voicemail and WAV sound files).

Calls in excess of the selected package will attract an additional cost.

c. Meeting Rooms

Meeting rooms must be pre-booked by completing a Booking Form and are subject to availability. Charges will apply in line with the prevailing list price and the benefits associated with your selected package.

3. Customer Responsibilities

You are fully responsible for the contents of Your transmissions through the services, NBV simply acts as a passive conduit for You to send and receive information of Your choosing. However, NBV reserves the right to take any action with respect to the services that NBV deems necessary or appropriate in its sole discretion if NBV believes You or Your information may create liability for NBV and/or compromise the services for You or other customers. Your use of the services is subject to all applicable local, national and international laws and regulations

(including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising).

You agree: (1) to comply with UK law regarding the transmission of technical data exported from the United Kingdom through the services; (2) not to use the services for illegal purposes; (3) not to interfere or disrupt networks connected to the services; (4) not to use the services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights of publicity or privacy; and (5) not to transmit through the services any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation.

In line with NBV's Anti Money Laundering Policy, You agree to update NBV should there be any change to the business structure and/or any changes to partners, directors or beneficial owners of the company and to ensure that the required information and proofs of identity are provided.

NBV reserves the right to suspend services, should it be found that false information has been supplied or information has been deliberately omitted in order to gain Virtual Services.

It remains the responsibility of the Virtual Tenant to advise NBV of any relevant changes to the business which could affect the delivery of Virtual Services.

When visiting the NBV sites You agree to abide by and adhere to any on-site rules including on-site health and safety requirements.

4. Termination

You may terminate Your Virtual Office account at any time by giving one calendar month's written notice. Any mail received after Your notice period has expired will be stored for collection for a further 30 days before being disposed of. Any mail received after the 30 day period will be returned to sender. It is Your responsibility to notify Your clients of a change of address.

Until notice of termination is received and Your notice period has expired, You will be billed Your normal subscription and usage charges on a recurring basis.

NBV may terminate Your Virtual Service with immediate effect, giving no notice period, if there is a risk of loss or harm to NBV or where there is a suspicion of fraud or other abuse.

5. Customer Representations

You represent and warrant that You are at least 18 years of age, as applicable, and that You possess the legal right and ability to enter into this agreement. You agree to be financially responsible for Your use of NBV services (as well as for use of Your account by others, including minors living with You) and to comply with Your responsibilities and obligations as stated in this Agreement.

6. Modifications to services

NBV reserve the right to modify or discontinue any of the services provided by them to reflect new industry guidance and codes of practice or changes in Law, by giving one month's notice in writing to You. NBV shall not be liable to You or any third party should it exercise its right to modify or discontinue any of the services.

7. Charges and Payments

a) You agree to pay all charges for Your use of Virtual Office at the prices then in effect. NBV reserve the right to change prices or institute new charges for access to or use of Virtual Office. All changes will be posted to You at the address You supplied one month prior to the changes taking effect. Continued use of the Virtual Office services or non-termination of Your Virtual Office account after the notification of changes constitutes Your acceptance of the prices as modified by the posted changes.

b) Your bond (equivalent to one month's service charge) and two month's standard service charge are payable in advance prior to commencement of the Virtual Office Service. Further monthly service charges will be payable in advance with variable costs billed in arrears. Your bond will be returned on termination of the service providing that all of Your service charges and variable costs have been paid.

c) Standard monthly service charges and variable costs are to be paid on a monthly basis in the currency in which billed by Direct Debit, BACS, PayPal or Cheque (there is an addition charge of £5.00 per month for handling cheque payments).

d) If You pay by Direct Debit You must promptly notify NBV of any changes to Your Bank Account details.

e) If You fail to make payment 14 days after the payment becomes due or if You breach any of these Terms & Conditions, NBV shall be entitled at anytime thereafter to terminate the Virtual Office service forthwith without prejudice. Following termination, You hereby authorises NBV either to destroy any items of mail addressed to You or any items on the premises which are Your property.

f) NBV reserves the right to terminate Your Virtual Office account without notice upon rejection of a Direct Debit request or return of a cheque payment.

g) Any cancellation of a booking you have made for a hot-desk, meeting or conference room must be received by NBV 7 working days prior to the date of the booking. Cancellations received less than 7 working days and more than 48 hours before the date of the booking will be charged at 50% of the prevailing list price. Cancellations received less than 48 hours before the date and time of the booking will be charged at the full list price.

h) Failure to arrive for a pre-booked hot-desk, meeting room or conference room will result in You being invoiced for the total amount due. This applies to all bookings including those which are made as part of a package that includes free use of a pre-booked hot-desk or meeting room.

8. No Resale or Commercial Use of the Virtual Office and Associated Services

Your right to use the services is personal to You. You may be either an individual or a corporation or business entity, but You agree not to resell the use of the services.

9. Data Protection

You agree that NBV may hold and process by computer or otherwise any information obtained about You in connection with this Agreement and any other applications that You have made concerning any other agreement You may have with NBV.

NBV will not disclose this information except to the extent that is required or permitted to do so by law or for fraud prevention purposes.

10. Limit of Liability

We are not liable for any loss as a result of or failure to provide a service as a result of mechanical breakdown, strike, maintenance, repair or a shortage of fuel, water, materials or labour or for any other reason unless our failure to provide is negligent. We are also not liable for any failure until you have told us about it and given us a reasonable time to put right