

# Lincolnshire Chamber Virtual Tenancy Agreement Terms and conditions.

## Introduction

1. Lincolnshire Chamber of Commerce ("the Chamber") provides virtual tenancy ("the Service") at its offices ("the Address"), details of which may be found on the Chamber website <https://www.lincs-chamber.co.uk> ("the Website").
2. These Terms and Conditions (the "Agreement") shall prevail in the event of any conflict between these Terms and Conditions and any terms and conditions appearing anywhere else.
3. Any purchase for virtual office services that you ("the Chamber Member") place with the Chamber, by whatever method, will be governed by these terms and conditions.
4. If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected.
5. The services will only be valid for Chamber Members and membership must be paid up to date. By making a purchase of this Service, the Chamber Member agrees to be bound by these Terms and Conditions.
6. While the Chamber takes all reasonable care to ensure that the information contained on the Website is accurate and up to date, the Chamber makes no representations, warranties or undertakings about any of the information content or materials provided on the Website (including, without limitation, any as to quality, accuracy, completeness or reliability).
7. All material on the Website is provided for information purposes only and does not constitute legal, accounting or other professional advice, and it must therefore not be relied upon as such.
8. The Chamber reserves the right to change or remove (temporarily or permanently) the Website, or any part of it, without notice, and shall not be liable to any parties for any such change or removal.
9. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
10. Chamber Members use of the Services are governed in accordance with the laws of England and Wales.
11. Chamber Members warrant that any information you provide to us about yourself upon registration, purchase or at any time will be accurate, current and complete. You also warrant that you will ensure that this information is kept accurate and up to date at all times.

## Term

12. This Agreement shall commence on the date agreed in the Virtual Tenant Agreement and upon finalised transfer of monies to the Chamber for Membership and shall continue unless and until terminated by either of party in accordance with these Terms & Conditions.
13. The Chamber Member has entered into this Agreement for the provision of Services by The Chamber as detailed by their Virtual Tenant Agreement.

14. No variation to this Agreement shall be binding unless agreed in writing by the Chamber.
15. Any payments taken are non-refundable unless they comply with our termination and refund terms.
16. Any clerical, typographical or other error or omission in any price list, quotation, sales literature, acceptance of offer, invoice or other document or information issued by the Chamber shall be subject to correction without any liability on the part of the Chamber.
17. This Agreement is for the initial fixed term period and shall be extended automatically on an annual basis, thereafter, subject to this Agreement.
18. It is the Chamber Member's responsibility to cancel their account within the terms of this Agreement if they do not wish to renew the services.

## **Use of Address**

19. By purchasing any of the Services offered by the Chamber the Chamber has given the Chamber Member the right to use the Address for a limited term.
20. The Chamber Member is not permitted to state to any third party they have a physical presence at any of the Chamber's Address(es), nor assert to any government authority that the Chamber Member(s) are resident at the Address.
21. The Chamber reserves the right to disallow categories of business as the Chamber sees fit.
22. The Chamber reserves the right to refuse to offer service to businesses whose activities are illegal under British law, or which may be judged immoral by the management of the Chamber, or which may draw the negative attention of UK regulatory authorities (or the public) to the business, employees or the Address of the Chamber .
23. Businesses in the following niches are not permitted to use any of the Addresses: Adult, Alcohol, Gambling, Financial Services (Cryptocurrencies, Insurance, Investments, Loans), Firearms, and Pharmaceutical.
24. The Chamber member is not permitted during or after the term of this Agreement to carry out any act or make any omission that may damage the goodwill or reputation of the Address or Chamber or that may bring the Address or the Chamber into disrepute.

## **Identification**

25. In order to receive our services, and to comply with UK local and national laws, the Chamber Member must provide to the Chamber with copies of the following forms of identification, before any mail will be forwarded:
  - *A valid copy of a driving license, passport or European identity card;*
  - *A valid copy of a utility bill, bank statement, local council or government letter that has the Chamber Member's name and address on it.*
26. On limited occasions Chamber Members will be allowed to use the Address for their clients. If they do so they will be responsible for collecting and retaining the information in point 25 above. The Chamber member shall confirm to the Chamber, by email, they hold this information at the time of registration of the Address at Companies House.
27. In the absence of such documents, or confirmation from the Chamber Member, the Chamber may hold and retain the mail, for a limited time period (a maximum of 14 days), at its discretion,

until such documents are supplied, and subsequently, if said documents are not forthcoming, return said mail to sender.

28. The Chamber shall not be liable for any loss, harm or consequence suffered by the Chamber Member or a third party as a result of this procedure.
29. In certain instances, the Chamber may ask for original documents, from the Chamber Member or their co-directors/shareholders, to confirm and verify details that the Chamber Member has provided, as well as documents detailing the nature, purpose and composition of the Chamber Member's business. Failure to provide such documents within 7 days of request may result in immediate termination of service without notice or refund.
30. The Chamber Member must inform the Chamber immediately in writing or via email of any changes to the Chamber Members contact details and business scope.

## **Mail Forwarding**

31. The Chamber Member's mail must be addressed in the format: Your Company Name, Commerce House + the Address.
  - i. The Chamber will not be held responsible for delays or non-delivery of mail arising out of using a different address format.
  - ii. If the Chamber becomes aware, through its routine checks, of the use of its Address in a format other than the aforesaid it may inform the Chamber Member to make the necessary changes.
32. All mail delivered at the Address will be held or forwarded to the Chamber Member to the address designated in the Chamber Members Virtual Tenancy Agreement as soon as is reasonably practicable.
33. Any mail delivered to the Chamber Member at the Address marked in such a way that the Chamber is unable to determine from the outside packaging that it is intended for the Chamber Member the Chamber reserves the right to open such mail to determine for whom it is intended.
34. The Chamber accepts no liability for mail that cannot be proven to have been delivered to the Address. Proof of postage shall not constitute proof of delivery.
35. All risk in mail delivered in the name of the Chamber Member or their business at the Address shall pass to the Chamber Member immediately upon delivery to the Address.
36. In the event that the Chamber has reason to believe that any mail item delivered to the Chamber Member at the Address is or may be, in any way, illegal, immoral, harmful, noxious, deteriorating or dangerous, the Chamber reserves the right to dispose of such mail as it sees fit.
37. The Chamber reserves the right, at its sole discretion, to refuse delivery of and return to the sender (at the Chamber Member's sole cost) or to withhold from forwarding any mail items the Chamber deems too large for forwarding.
38. The Chamber reserves the right, at its absolute discretion, to withhold from forwarding and/or to pass to any relevant authority, including Trading Standards, the National Crime Agency, HM Revenue and Customs and the police, any mail delivered to you at the Address, without notice to you.

## **Parcels**

39. Chamber Members must let the Chamber know in advance if a parcel is expected.
40. An admin fee, plus postage will be charged to forward any parcels.
41. Parcels will be kept in storage for a maximum of 14 days before being returned to the local Post Office for processing.
42. The Chamber reserves the right to return to sender any unannounced parcel or any parcel which is, in the opinion of the Chamber and its staff, too large or too heavy.
43. The Chamber reserves the right to dispose of any other unsolicited items received at the Address(es) which cannot be returned to sender via Royal Mail.

## **Services**

44. Purchase of the Virtual Tenancy Services gives the Chamber Member the right to use the different levels of facilities set out in the membership and virtual tenancy agreements.
45. All services are purchased for the duration specified and expire at its end. If services are added before the account expiry date, they will expire at the account expiry date. The Chamber may then, at its sole discretion, add credit as compensation to the account, the nature and value of said credit to be defined by the Chamber.

## **Fees**

46. Fees are payable as part of Chamber Membership
47. The Chamber reserves the right to vary the fees periodically without notice.
48. If the Chamber Member registers on an incorrect tariff or selects the wrong Service the Chamber will invoice the Chamber Member for the difference before activating the Services.
49. There may be additional fees charged for administrative duties incurred due to changes to the Chamber Member 's account such as change of mail forwarding address and parcel forwarding.
50. If the Chamber Member wishes to cancel their Virtual Tenancy Services before the expiry of the 12-month agreement then the remainder of that years Chamber Members will still be applicable.
51. The Chamber reserves the right to pursue unpaid fees through court action and/or use of debt collection agencies.

## **Renewal**

52. All Services are renewable on an annual basis at the discretion of the Chamber
53. The Chamber will notify Chamber Member of the account renewal fee when an account is due for renewal through it's normal renewal processes
54. A compulsory account renewal is mandated if a Chamber Member continues to use the Address past the account expiry date.
55. If Chamber Member s continue to use the Chamber 's Address without renewing their membership, then the Chamber reserves the right to change the Chamber Member's mailing address to their home address and consequently levy a £30+VAT administration fee on the account.
56. The Chamber has the right to employ a debt collection agency to recover any monies owed. The collection process, in itself, may incur additional fees.

## **Termination**

57. Chamber Members must inform the Chamber of their intention to terminate the Virtual Office Service. On termination they may still retain membership, or they will need to separately resign as a member (under the membership termination rules) in writing
58. The Chamber may terminate the Virtual Tenancy Agreement and / or membership at any time with immediate effect and without refund if the Chamber suspects illegal usage of its Address(es) and Service(s) or if the Chamber Member is in material breach of these Terms & Conditions.
59. On termination of a Virtual Tenancy Agreement the Chamber Member must cease all use of the Address including, without limitation, from any electronic mail, all promotional activities utilising the Address, with HMRC, Companies House and any other regulatory authority.
60. The Chamber shall exercise the right to close any Virtual Tenancy if enquiries related to the Chamber Member(s), company directors & shareholders and business activities are not answered adequately within 14 days of the request.
61. The Chamber reserves the right to cancel its Services if the Chamber receives complaints from law enforcement agencies or the general public or receives visits to our premises from enforcement officers.
62. The Chamber may inform law enforcement agencies if there is cause to suspect the Address(es) is/are being used for any illegal purpose.
63. The Chamber reserves the right to cancel Services if we decide it is being abused with regard to the quantity or quality of the mail we need to process on behalf of a Chamber Member
64. Termination shall be without prejudice to the accrued rights of the parties as at the date of termination.

## **Refunds**

65. No refund will be made of any payment after 14 days from the date of purchase.
66. If in the unlikely event the Chamber decides to close down an Address, the Chamber will give at least 30 days' notice, when possible, and refund in full any remaining unused months of the annual fee, if paid in advance.
67. The method of refund is at the Chamber's discretion and any bank charges incurred will be deducted from the amount being refunded.

## **Indemnity**

68. To the maximum extent permitted by applicable law, the Chamber will not be liable to the Chamber Member for any special or consequential loss or damage arising out of or resulting from the performance or breach of this Agreement.
69. The Chamber shall not be liable to or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Chamber's obligations in relation to the Services, if the delay failure or loss was due to any cause beyond the Chamber's reasonable control.
70. The Chamber Member herewith expressly agree to waive, and not to claim for damages, direct, indirect, punitive, special or consequential, including, but not limited to, lost business, revenue, profits or data, for any reason whatsoever arising out of or in connection with this agreement, any failure to furnish any service provided hereunder, any error or omission with respect thereto, from

failure of any and all courier service to deliver on time or otherwise deliver any items (mail, packages, etc.) or any interruption of services.

71. The Chamber Member agrees to indemnify and keep the Chamber indemnified against all actions, claims, proceedings, costs, damages and expenses (including, without limitation, legal fees) arising out of the breach of any of the warranties contained within this Agreement.
72. Due to the type of service the Chamber provides, any compensation claim shall be limited to one month's service (one twelfth of the annual fee).
73. By accepting these terms, the Chamber Member agrees to fully indemnify the Chamber from any claim, for whatever reason, from a third party, including partner services, and that any such claim will be handled solely and completely between the Chamber Member and the third party.

## **Intellectual Property Rights**

74. Nothing in this Agreement is intended to or shall be deemed to transfer any Intellectual Property Rights in the Address or Services to the Chamber Member. Any goodwill that may arise by virtue of the Chamber Member's use of the Address shall vest in the Chamber automatically upon creation.
75. The Chamber Member may not use the name Registered Address or Commerce House or the telephone numbers and the domain names which resolve to the Website or the Address provided by the Chamber for any purposes save as expressly permitted by this Agreement.
76. The Chamber reserves the right to refuse to provide Services to any person with a company name or trading name which, at its absolute discretion, it considers to be confusingly similar to any name or trademark used or likely to be used by the Chamber.

## **Change of Terms and Conditions**

77. These terms and conditions are subject to change without notice.
78. You agree to check to see if any changes have been made to the General or the relevant Specific terms each time you visit the Website or purchase products or services from it.
79. Any notice required to be given under our Agreement with you or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.
80. The Chamber will notify all Chamber Member of any significant change via email. If upon receiving the email no action is taken, then the Chamber will consider the Chamber Member's continued use of its Address and Services as acceptance of Terms and Conditions.