

# CARLTON HOUSE

## TERMS OF SERVICE

- No long minimum term
- Only one months' notice to cancel
- No set up fees or deposit to pay
- No cancellation fees

The terms and conditions detailed govern the Agreement for your use of Virtual Office between the Ethical Publishing Limited, Carlton House, Gwash Way, Stamford as the provider of agreed Services, and the User. The User agrees that the Services will be used only in accordance with these terms and conditions.

### 1. GENERAL SERVICES

1.1 The User has entered into this Agreement for the provision of Services and Additional Services by Ethical Publishing Limited as detailed by their online application and confirmation email.

1.2 No variation to these Conditions shall be binding unless agreed in writing

1.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of the offer, invoice or other document or information issued by Ethical Publishing Limited shall be subject to correction without any liability on the part of the Ethical Publishing Limited.

1.4 This Agreement is for the initial fixed term period and shall be extended automatically on a monthly or annual basis thereafter, depending on the frequency chosen when signing up.

1.5 No notice of renewal will be given so it is the User's responsibility to cancel within the terms below if they do not wish to renew the services.

1.6 Any payments taken are non-refundable unless they comply with our termination terms.

### 2. VIRTUAL OFFICE SERVICE

When agreeing to a Virtual Office and the use of Carlton House Stamford as your business address, the User agrees to the following:

2.1 Virtual office services include the management of letter post only. We will securely store your mail and you will collect it from Carlton House, Gwash Way, Stamford, PE9 1XP every 3 months or it will be securely shredded and destroyed. Ethical Publishing Limited offer to post you your mail at an additional cost.

2.2 Where the services include parcel deliveries, the User agrees to collect the parcel from Ethical Publishing Limited within 5 working days. Ethical Publishing Limited will advise you by email/SMS of the receipt of a parcel or delivery, and we will hold it securely for the agreed period. Thereafter, parcels held by Ethical Publishing Limited will be charged at a cost of £5.00 per week plus VAT.

2.3 When using Ethical Publishing Limited services for a Virtual Office, the User may use the designated Centre address as its business address.

2.4 Virtual Offices can only be used on a single business name basis, we will only accept mail for the Company name included in this agreement, any subsequent business names must be contracted separately.

2.5 The User will not use the virtual office address as your registered office address under any circumstances unless agreed with us in advance as an additional service. Ethical Publishing Limited

reserves the right to charge an annual fee of £60 plus VAT for the registered service, if Ethical Publishing Limited is required to apply to have the User removed from Companies House then Ethical Publishing Limited reserve the right to charge the User £250 plus VAT.

2.6 Where the User opts to use Ethical Publishing Limited premises for a registered office address, there will be an annual charge of £60 plus VAT. It is the User's responsibility to comply with all the statutory requirements laid down by HMRC. Ethical Publishing Limited will request the necessary information to complete the application forms for the Registered Offices registration. It is the User's responsibility to ensure that this information is correct and agrees to advise Ethical Publishing Limited of any changes in this information or their circumstances promptly.

### 3. FINANCIAL

3.1 Ethical Publishing Limited reserves the right to increase the price of the Services and Additional Services by giving one month's notice in writing or email.

3.2 All prices are exclusive of VAT.

3.3 All fees to be paid by bank transfer to our business account. Ethical Publishing Limited, Starling Bank, Sort Code; 60-83-71, Account Number 78174695

3.4 The service will not be activated until the payment criteria is in place and operational. Invoices and billing occur on 1<sup>st</sup> of each month of the service starting for the subsequent service month.

3.5 Ethical Publishing Limited will send all invoices electronically

### 4. CONDITIONS OF USE

4.1 The User shall not use or permit to be used the services being provided by Ethical Publishing Limited for any illegal purpose or for any purpose considered by Ethical Publishing Limited to be immoral or which may damage prejudice or endanger the reputation and standing of Ethical Publishing Limited and its Clients.

4.2 The User shall provide Ethical Publishing Limited with personal identification, (passport or driving licence) of the Company's principle and proof of home address.

4.3 Should the User be in breach of 5.1 Ethical Publishing Limited shall be entitled to terminate this Agreement immediately.

4.4 Ethical Publishing Limited is required by law to register with HMRC the names and addresses of persons using this service.

4.5 The User must not carry on a business that competes with Ethical Publishing Limited business of providing serviced office accommodations, virtual offices and call answering.

4.6 The User must not carry on a business that competes with Ethical Publishing Limited's business of providing serviced office accommodations and virtual offices.

4.7 Any Google MyBusiness address linked to the Virtual Office address supplied by Ethical Publishing Limited will be cancelled with Google by Ethical Publishing Limited immediately after the contract between The User and Ethical Publishing Limited ceases.

4.8 You can use your professional address with a large range of online listing and directory services. Customers wanting to list their address on Google MyBusiness, according to Google's policy we do meet the criteria for this service:

- "Listings on Google My Business can only be created for businesses that either have a physical location that customers can visit or that travel to visit customers where they are." – This would be true as your customers are welcome to visit your location and you will probably also travel to visit customers.

- "Service-area businesses can't list a "virtual" office unless that office is staffed during opening hours." – Our office is staffed during normal opening hours.

Although our Virtual Office products technically meet the criteria for a Google MyBusiness listing, we are aware of cases where customers are not allowed to list their location. We are unable to help if your listing is rejected by Google as we cannot influence their decision. If you do list your service through Google we will request this is delisted when you terminate your agreement within 30 days.

## 5. FORCE MAJEURE

5.1 Ethical Publishing Limited 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 Ethical Publishing Limited's obligations in relation to the Services or the Additional Services, if the delay failure or loss was due to any cause beyond Ethical Publishing Limited's reasonable control. To the maximum extent permitted by applicable law, Ethical Publishing Limited will not be liable for any loss sustained as a result of Ethical Publishing Limited's failure to provide a service as a result of any mechanical breakdown, strike, or termination of Ethical Publishing Limited's interest in the building containing the Centre.

5.2 The User 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.

## 6. TERMINATION

6.1 This Agreement may be terminated by giving formal written notice on company headed paper or a company email account stating his or her intention to terminate the Agreement. This formal notice will be the confirmed date notifying Ethical Publishing Limited of your intention to terminate the Agreement at the end of the next full month.

6.2 This Agreement may be terminated by Ethical Publishing Limited by giving not less than one full month's written notice of the intention to terminate the Agreement on the expiration of the agreed initial fixed term.

6.3 The following obligations are conditions of this Agreement and any breach of them shall be deemed to be a fundamental breach which shall cancel this Agreement immediately:

Failure on the part of to make punctual payment of all sums due to Ethical Publishing Limited under the terms of this Agreement; Failure on the part of to observe any obligation under this Agreement;

6.4 In the event of this Agreement being terminated you shall immediately pay to Ethical Publishing Limited any arrears in respect of Services and/or Additional Services provided by Ethical Publishing Limited and any other sum due under the terms of this Agreement.

6.5 In the event of Ethical Publishing Limited owing any sums to you on the termination of this Agreement, Ethical Publishing Limited shall return to you any money due subject to withholding a sum representing Ethical Publishing Limited's reasonable administrative costs.

6.6 Any notice under this Agreement shall be in writing and shall be sufficiently served upon you if posted to the address communicated to Ethical Publishing Limited from time to time or emailed and upon Ethical Publishing Limited if posted to the Carlton House, Gwash Way, Stamford, PE9 1XP or emailed to [info@carltonhousestamford.co.uk](mailto:info@carltonhousestamford.co.uk)

## 7. COMPLAINTS

Ethical Publishing Limited is committed to providing a high-quality service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. For a copy of our complaints procedure and further information on our complaints procedure, please contact Matthew Wilkinson on 01780 238 200 or [info@carltonhousestamford.co.uk](mailto:info@carltonhousestamford.co.uk)

## 8. LAW

This Agreement shall be subject to and construed in accordance with English law.

## 9. GENERAL DATA PROTECTION REGULATIONS

9.1 By entering into this agreement with us you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately facilitate the successful virtual office.

9.2 The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information – Names and addresses, Contact telephone numbers, Email addresses, Personal identification information and documentation, Bank details, Company information

9.3 In all cases we will hold your personal information securely, either in hard copy or digitally within our software.

9.4 We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.

9.5 Your information will not be passed to a third party not listed in clause 1-6 without obtaining your consent.

9.6 Specifically, we will hold and use your information in the following manner. Identification Details – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties. Company and employee information – We may hold information on your company and employees to supply our services to you. This will never be passed to third parties.

9.7 We will retain the personal information we hold for up to 6 years because the time limit for any party to initiate a civil action against us should they believe they have a claim is 6 years.

9.8 You have the following rights relating to the information we hold on you

1. The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
2. The right to be informed;
3. The right of access;
4. The right to rectification;
5. The right to erasure (also known as the 'right to be forgotten');
6. The right to restrict processing;
7. The right to data portability;
8. The right to object.

Ethical Publishing Limited. Company No: 06047951. Registered office: Carlton House, Gwash Way, Stamford, PE9 1XP