

Clifton House, Lower Fitzwilliam Street, Dublin 2.

Telephone: (01) 6613788 Fax: (01) 6615200

E-mail: [info@clifton-house.com](mailto:info@clifton-house.com) Website: [www.clifton-house.com](http://www.clifton-house.com)

## **VIRTUAL OFFICE TERMS AND CONDITIONS**

### **1. Services provided under this Agreement**

- a) In consideration of the payment by the Client of the fee of the Services selected during registration with the Company (Glamis Services Limited), the Company provides the Client with the services.
- b) **Mailing Services:** The Company, having registered as a Trust or Company Service Provider (TCSP), will allow the Client to use Clifton House as its Business Address on its letterhead and for the purpose of marketing and to facilitate the receipt of general and registered post, courier packages or hand delivered mail, reasonable volumes apply. Any mail not collected by the client will be returned to sender or securely disposed of after 3 months or immediately after the termination of the agreement, whichever is the sooner. Upon termination of the Service, for whatever reason, it is the Client's responsibility to notify all parties of the change of address. The Client can choose 3 ways for the mail to be dealt with once received.
1. During the normal opening hours of 0830 to 1700 hours from Monday to Friday (excluding public holidays) mail will be available for collection by the Client or nominated party.
  2. Mail can also be opened and scanned by email for a fee\*.
  3. Or mail can be forwarded to an alternative address, daily, weekly, monthly again for a fee\*.
- These options are flexible and can be changed as required at the Clients' request.
- c) **Telephone Answering Services:** The Company will provide a Professional Telephone Answering Service for the client with permission, for the Client, to use the Companies main telephone number (01-6613788) on its letterhead and for the purpose of marketing. The Client can also choose a Dedicated number which will be answered with the Clients company name. All numbers remain the property of the Company. Reasonable volumes apply. The Client can choose 3 ways for the Telephone Calls to be dealt with.
1. Details, including the caller's name, number and short message can be taken and emailed to the Client.
  2. Callers can be given an alternate form of contact for the Client such as an alternate telephone number or an email, or they can be given a short message or instruction as outlined by the Client.
  3. Calls can be patched to an alternate number for a fee\*
- These options are flexible and can be changed as required at the Clients' request.
- d) The following services and facilities are made available for an Additional Service Charge, either directly or through third parties
- Secretarial services • Photocopying • Scanning • Courier services • Facsimile • Office supplies • Meeting rooms • Booking services • E-Mail • Car Parking (subject to availability).

### **2. Duration and Termination of the Agreement**

- a) The Service is provided for an initial period of three (3) months and the Client can choose to extend this for any set term of three (3) months thereafter or the Client can choose to have the service continue "until further notice", meaning the service will continue quarterly until such time as it is terminated. The Client or Company has the right to terminate the Services at any time, ending on the expiry of any quarter. Termination should be in writing and is acceptable by email.
- Extraordinary termination of the Agreement
- b) The Company may terminate the Services or refuse an extension of the Services for just cause, including none payment or breach of any part of these terms and conditions. The Company may also terminate the agreement should the Client carry on a business in a manner that is contrary to Irish Law. Equally, if the Client, being a company, enters into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or, being an individual, has a receiving order made against him or becomes bankrupt, the Company will have the right to terminate all of the Clients rights under the Services or such other rights as the Company designates with or without notice to the Client and in addition to and not in lieu of other remedies available. Upon such action by the Company, the Client will remain liable for all obligations which have previously accrued.
- c) On Termination, for whatever reason, the Client must immediately cease to use the Company's address or telephone number for marketing, on its letterheads or for any other purpose.

### **3. Registration**

- a) Under the Criminal Justice (money Laundering and Terrorist Financing) Act 2010 we are required to receive and hold for each of two directors or the individual if a sole trader:
- i) A certified Colour copy of one of the following: a current passport, drivers licence, public service card, national identity card.
  - ii) A certified copy of one of the following: a bank statement, Government or Revenue correspondence, or a fixed household utility bill (not mobile phone bill or car/house/health insurance), dated within the last 3 months and showing the individual's name and address.
  - iii) A certified copy of the company registered certificate.
- CERTIFIED: means a copy of a true document which must be endorsed by a solicitor, a public notary, a peace commissioner, or a commissioner of oaths.
- b) The Client undertakes that all registration requirements on the Virtual Services Agreement is completed in full and is true and accurate when registering and shall inform the Company promptly of any material changes including, nature of business, change of Directorship, statue of the Client.

- c) Please note that registration and/or payment does not constitute activation of a Client and the Service is not available, and should not be used, until such time as the Company has written to the Client confirming they are active.

#### 4. **Payment of the Services Fee and Additional Service Charges**

##### Services Fee

- a) Service Fees plus applicable VAT are invoiced quarterly in advance and are payable by standing order on the 1<sup>st</sup> day of the quarter.

##### Additional Service charges

- b) All service charges for Additional Services and facilities used plus applicable VAT are invoiced monthly in arrears and are payable within seven days of receipt of invoice. The Company reserves the right to change the cost of any or all of the additional service charges at any time during the term of the Agreement by giving 30 days' notice to the Client.

##### Deposit

- d) Prior to being given a Service the Client will pay a deposit as security against all obligations including late Fees or Charges. This deposit will be returned to the Client within 30 days of the termination of the Services, subject to the deduction of any outstanding Service Fee or Additional Service Charges or other fees outstanding
- e) The Client is liable for any banking or money transfer fees in respect of payment receipts.

#### 5. **Indemnities**

- a) The Client will conduct its business in a way which does not interfere with the Company and will comply with all laws, permits, licensing laws, taxes and any other requirements regulating the conduct of its business.
- b) The Client may not use the Service for any activities or actions which could be damaging to the Company or which could lead to an increase in the insurance premiums to be paid by the Company.
- c) The Client will not create such volume of mail or telephone calls as would require the company to employ additional staff without first getting agreement in writing from the company.
- d) The Client will use the Service for general business purposes only and for no other purpose (i.e. retail or a service open to the general public), and will not use the premises to provide to others services provided by the Company to the Company's clients and will not in any way whatsoever use or combine the Company's name, in whole or in part, for the purposes of trading activities.
- e) The Company will not accept responsibility for any mail returned to sender or telephone calls unanswered or messages not passed to the Client once the agreement is terminated.
- f) Joint and Several Liability  
Should the Client be more than one person, all parties to the Agreement are liable jointly and severally for all obligations arising from the Agreement and if at any time fees payable shall be in arrears for seven days after the same shall have become payable then one or other of the Clients shall pay the fee to the Company, whether any demand for the same shall have been made or not. Where the Client is a firm or partnership any change on the constitution or membership of the firm shall not release the Client from liability hereunder.

#### 6. **The Company's Rights and Responsibilities**

- a) The Company is responsible for:
- Providing trained staff to carry out the Service
  - Providing all necessary equipment and supplies to carry out the Service.
  - Management to ensure the Services are carried out as required by each Client.
- b) The Company will not be liable for any loss sustained as a result of the Company failing to provide any of the Services as set in this Agreement as a result of any mechanical breakdown, illness, strike, delay or failure of any staff or manager to perform their duties unless acting with gross negligence and intent.
- c) If the Company is unable to deliver any part of the Services to be provided at the commencement of the term, the Company will not be liable for any resulting damage or have any liability except that the Client will not have to pay the Service Fee for the period concerned and may withdraw from the Agreement. The limit of the Companies liabilities to the Client for any reason shall be limited to a refund of one quarterly fee as paid by the Client.
- d) The Company may at its absolute discretion cancel, add to, extend, vary or make alteration to the rendering of the said Services should it deem these changes necessary by giving, where possible, 30 days' notice to the Client. The Client has the opportunity to terminate the agreement if the alterations are not suitable for the Clients requirements. Such amendments shall be subject to these same Terms and Conditions.

#### 7. **Other Provisions**

- a) This Agreement represents a contractual agreement between the Company and the Client for the provision of Services and no other rights are created in favour of the Client.
- b) This Agreement is not assignable by the Client.
- c) All notices by the Client or the Company to the other should be in writing and delivered to an officer or authorised representative of the party concerned or sent by normal mail, or by email.
- d) The invalidity or un-enforceability of any provision herein will not affect or impair the validity of any other provision. No waiver of any default of the Agreement will be implied from any failure by the Company to take action with respect to such default.
- e) Any reference to the male gender in this Licence Agreement shall be deemed to include the female gender and any reference to the singular shall include the plural and visa versa.
- f) This agreement is governed by Irish Law and any disputes shall be dealt with by the Irish courts.