

PURCHASE OF VIRTUAL OFFICE SERVICES - TERMS AND CONDITIONS

This document (together with the documents referred to in it) sets out the terms and conditions on which we supply the MyOrega Virtual Office Services (Services) to you, the Customer (You). By using any of our Services, you agree to be bound by these terms and conditions.

www.orega.com is a website (Site) operated by Orega (Management) Limited (We/Us). We are registered in England and Wales under company number 4913409 and our registered office is at 70 Gracechurch Street, London EC3V 0HR.

1 YOUR STATUS

1.1 By placing an order, you confirm that:

- (a) You are legally capable of entering into binding contracts;
- (b) You will not use the Services or any of the rights granted by these terms for any obscene, illegal, immoral or defamatory purposes and will not in any way bring us or our name into disrepute;
- (c) You will not in any way use the Orega name for the purpose of trading activities.

2 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 2.1 After placing an order, you will receive a telephone call from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer by you to buy Services from us. All orders are subject to acceptance by us and the terms of clause 2.2, and we will confirm such acceptance to you by sending you an email that confirms your order has been accepted (the Confirmation Email). The contract between us (Contract) will only be formed when we send you the Confirmation Email.
- 2.2 After we receive your order, we will ask you to visit one of our Centres or join a video meeting so that we can meet you and take copies of your original personal identification (the ID and Proof of Address), and you can sign a direct debit form (or return by post after a video meeting). We are under no obligation to send you a Confirmation Email, and we will not send you a Confirmation Email until we have received ID documentation which is acceptable to us and a signed direct debit form. The ID should be a passport or driving license of the person who is authorised by the business to enter into the Contract along with a utility bill (no more than 6 months old) showing the business' current address. Orega must see the originals of both ID and proof of address and copies are required for our records, alternatively these documents may be accepted electronically if certified or notarised in accordance with HMRC guidance. This needs to be done for all responsible directors/members/partners and any named persons whose mail is being forwarded from our virtual office. We may also require additional ID and proof of address dependent on your business and its legal set up.
- 2.3 The Contract will relate only to those Services which we have confirmed we will provide you in the Confirmation Email. We will not be obliged to supply any other services which may have been part of your order until the acceptance of such order for Services has been confirmed in a separate Confirmation Email.
- 2.4 These terms and conditions apply to the Contract and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 You have no more than 60 days to produce the required Anti-Money Laundering (AML) compliance documentation, including, but not limited to, ID and proof of address details for all directors/members/partners associated with your business. In the event you fail to supply us with the required ID documentation, proof of address and/or direct debit form we will charge you an administration fee equal to one month's supply of the proposed Services contained in your order and such sum shall be payable on demand and (if held) will be deducted from your deposit. For the avoidance of doubt we will not commence any services until full AML compliance is complete and approved.
- 2.6 Orega will conduct ID and proof of address checks for 2 x directors/members/partners and any additional directors/members/partners will be charged at £10 per additional person.

3 SUPPLY OF SERVICES

- 3.1 Subject to earlier suspension or termination of the Services under clauses 4.2 or 7, the Services will commence on the date set out in the Confirmation Email (Start Date) and will be provided for the initial term selected by you on our Site, and thereafter until either party gives the other not less than one calendar month's written notice to terminate the Contract.
- 3.2 You may not terminate your Contract earlier than the agreed initial term stated in your Contract. If you do this, you will be liable for the remaining period of your Contract.
- 3.3 We shall use all reasonable endeavours to meet any performance dates specified in the Confirmation Email, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4 All fees and charges are payable in Pounds Sterling.

4 YOUR OBLIGATIONS

- 4.1 You shall:

- (a) Ensure that the terms of any order and any information you provide are complete and accurate;
 - (b) Co-operate with us in all matters relating to the provision of the Services;
 - (c) Provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (d) Obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start;
 - (e) Complete and sign the Orega Virtual Office Set Up form and return a copy to your Orega team;
 - (f) Provide and maintain a cleared Direct Debit for the entirety of the term during which Services are being provided
 - (g) Inform your Orega centre if there any changes to your business or personal information and complete the updated AML checks as required;
- 4.2 If the performance of any of our obligations under a Contract is prevented or delayed by any act or omission by you or you fail to perform any relevant obligation in the Contract (your Default):
- (a) We shall, without limiting our other rights and remedies, have the right to suspend performance of all Services until you remedy your Default, and to rely on your Default to relieve us from the performance of any of our obligations;
 - (b) We may withhold any or all of the Services whilst there are any outstanding fees due or if you are in breach of the Contract and we shall be entitled to charge a reconnection fee of £50 plus VAT
 - (c) We shall charge £25 plus VAT for an uncleared Direct Debit payment
 - (d) You will be liable for these missed payments as well as the aforementioned reconnection fee.
 - (e) We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations set out in the Contract; and
 - (f) You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from your Default.

5 THE SERVICES

- 5.1 The Services will be those services set out on our Site at the time you order the Services from us.
- 5.2 MyOrega Business Address, and MyOrega Virtual Office Pro may use the chosen business centre as their business address (the Centre) and as their Company/LLP registered office of the business. The address may not be used as the Company/LLP SAIL address (i.e. the location of your statutory records) or the address of the Company directors or LLP members as notified to Companies House. When the MyOrega Virtual Office service terminates or expires you agree to inform Companies House of the change of address within seven days of such termination or expiry failing which you authorise us as your agent to notify Companies House of an alternative address at our sole discretion.
- 5.3 MyOrega Virtual Office Pro, enables calls to a telephone number designated by us to be answered in the business name specified by you, and mail and faxes to be received on your behalf. Calls, faxes and mail will be handled according to Orega guidelines and you will be responsible for all resulting forwarding and service charges.
- 5.4 We will not accept any mailed items exceeding 2kg and/or 1 Cubic Foot in volume and/or 12 inches in dimension or if the item contains any dangerous, live or perishable goods and we shall be entitled in our absolute discretion to return uncollected items or refuse to accept any quantity of items we consider unreasonable or unlawful. We may at our absolute discretion return uncollected items or refuse to accept any quantity of items we consider unlawful or unreasonable.
- 5.5 You may instruct Orega teams to scan incoming mail under the scanning service, and by opting for this service, you permit us to open all your mail and scan it to your email address. We will not be liable for any issues that may result from these scanned letters being intercepted by malicious online activity. We will shred all scanned mail once emailed unless alternative written instructions are provided by you. This is chargeable at the published rates with a fair usage limit of 100 pages per month. Once exceeded, a surcharge will apply.
- 5.6 Requests for administration support are at the discretion of the Centre Manager and are charged as set out below in "Price and Payment".
- 5.7 MyOrega Virtual Office Address and MyOrega Virtual Office Pro packages allow Customers access to any Orega business centre lounge. Access is limited to 3 hours per day for a maximum of 3 users for each Service purchased. We have the right to refuse additional requests or offer chargeable meeting rooms where available.

6 PRICE AND PAYMENT

- 6.1 The prices of our Services and our charges will be as quoted on our Site and can be varied at any time and exclude VAT.

- 6.2 When the Contract is entered into you will pay for one month and any set up fees in advance of commencement of your service. Payment for Services including MyOrega fees and any forwarding and other charges must be by monthly direct debit.
- 6.3 MyOrega fees are invoiced in advance on or about the first working day of each month and are payable on or before the 25th of each month. Service charges will be added at the end of each month according to the work undertaken during that month. All fees and charges are payable by direct debit. If at the beginning of the Contract we are unable to arrange payment in advance in this way, we will collect the relevant MyOrega fees in the first direct debit payment. We reserve the right at any time to withhold any Services (with or without notice) or to terminate the Contract if fees are not paid by the end of the day they are due. Fees may be varied at any time after the initial term on one month's notice.
- 6.4 Our other charges include:
- (a) Setup fees should we be required to run additional checks on our compliance platform to ensure compliance is met and are non-refundable.
 - (b) Charges for outgoing mail, which is charged at Royal Mail's current franking rates plus a 30% administration charge;
 - (c) Charges for administration support which is charged in 15-minute increments;
 - (d) Charges to transfer calls begin once we have passed a caller directly to you. We will answer up to 200 incoming calls per month but thereafter a surcharge will apply.
- 6.5 We reserve the right to withhold Services or terminate the Contract if payment is not made as it falls due. We may charge interest at 4% per month above the base rate of National Westminster Bank plc on any amount outstanding until payment is made in full.

7 **TERMINATION**

- 7.1 Without prejudice to any rights that have accrued under these terms or any of the rights or remedies stated, we may at any time terminate a Contract with immediate effect by giving written notice to you if:
- (a) You fail to pay any amount due under a Contract on the due date for payment; or
 - (b) You fail to provide ID and Proof of Address or any other legally required documentation when asked throughout your agreement with Orega; or
 - (c) You commit a breach of any material term of a Contract and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified to do so; or
 - (d) You become insolvent or go into liquidation; or
 - (e) You suspend payment of your debts or are unable to pay your debts as they fall due; or
 - (f) You enter into any compromise or arrangement with your creditors to reschedule any of your debts; or
 - (g) Any action is taken for or in connection with your winding up; or
 - (h) An administrator is appointed over you; or
 - (i) You are the subject of a bankruptcy petition or order; or
 - (j) You or someone you have authorised to enter into the Centre acts in a manner incompatible with ordinary office use or in breach of our Office Regulations; or
 - (k) You or someone you have authorised to enter into the Centre acts in a manner which is or may be detrimental to our business reputation.
- 7.2 In the event of termination of any Contract, you shall notify your change of address and telephone number to all relevant parties. Any postal mail, facsimiles or telephone calls received after termination of the Contract will not be forwarded and postal mail will be returned to the sender. We will not be under any obligation to enter into correspondence with you after termination of any Contract in accordance with its terms.

8 **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All intellectual property rights, which include but are not limited to all patents, copyright and related rights, trade marks, domain names, rights in goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered, registrable or not and including all similar or equivalent rights in any part of the world, subsisting in the Site shall be owned by us.

9 **CONFIDENTIALITY**

- 9.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, business information, specifications, processes or initiatives which are of a confidential nature and which have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (Confidential Information). The Receiving Party shall restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. The Receiving Party shall only use the Confidential Information for the purposes for which it was disclosed to it and shall under no circumstances use or disclose the Confidential Information after expiry of the Contract. This clause 9 shall survive termination of the Contract.

10 OUR LIABILITY

- 10.1 We warrant to you that the Services will be supplied using reasonable care and skill.
- 10.2 Save as set out elsewhere in these terms, we will not be liable for any loss you suffer as a result of our failure or delay to provide the Services or part of them as a result of an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation mechanical breakdown, strike or other industrial action, riot, terrorist attack or war, Act of God, fire, explosion, storm, pandemic, impossibility of the use of public or private transport, impossibility of the use of telecommunications networks or the delay, failure of any staff, manager or caretaker to perform their duties caused as a result of any foregoing or termination of our interest in the building containing the Centre or otherwise unless we do so deliberately or are grossly negligent.
- 10.3 We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any deliberate breaches of these terms by us that would entitle you to terminate the Contract between us; or
 - (d) any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 10.4 Subject to clause 10.3 above, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of damage to goodwill; and
 - (g) any indirect or consequential loss.
- provided that this clause 10.4 shall not prevent claims for direct financial loss which are not excluded by any of categories (a) to (g) inclusive of this clause 10.4. We strongly advise you to insure against all such potential loss, damage, expense or liability hereby excluded in this clause
- 10.5 In the unlikely event that there is any defect with the Services, or we cannot or do not provide the Services in accordance with the Contract please contact and tell us as soon as reasonably possible.
- 10.6 If for any reason we cannot provide you with the Services (or any part of them) in accordance with the Contract, then our liability is limited to crediting or returning to you a fair proportion of the relevant fee for use of the Services.

11 INDEMNITY

Except where we are negligent and subject always to clause 10.3, you will indemnify us in respect of all liability, claims, damages, loss and expenses, including on a full indemnity basis, all professional fees, which may arise:

- (a) from a third party in respect of our provision of Services to you;
- (b) from a third party as a result of your use of the Services;
- (c) if you do not comply with these terms or any Contract;
- (d) from us having to enforce these terms or any Contract.

12 WRITTEN COMMUNICATIONS

If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 0203 638 6660 or by e-mailing us at hello@orega.com. Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

13 NOTICES

All notices given by you to us must be by recorded delivery post to Orega (Management) Limited at the Centre. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notices to you will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice by us, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14 GENERAL

- 14.1 The Contract is binding on you and us and on your respective successors and assigns.
- 14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 14.3 We may transfer the Services provided under your Contract to another business centre, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.
- 14.4 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 14.5 If any of these terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 14.6 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.
- 14.7 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions.
- 14.8 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.
- 14.9 Nothing in this clause shall limit or exclude any liability for fraud.
- 14.10 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 14.11 You will be subject to the policies and terms and conditions in force at the time that you order Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation Email (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven days of the Start Date).
- 14.12 Contracts for the purchase of Services through our Site and any dispute or claim arising out of or in connection with them or these terms or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 14.13 The Contract is between you and us. No other person has any rights to enforce any of its terms.

15 STANDARD SERVICES PROVIDED

- 15.1 We will provide the following office services during normal opening hours Monday to Friday, excluding Bank Holidays; access to your serviced office, personalised call forwarding by our operators, reception of your visitors by our receptionist, heating and (where available) air conditioning, lighting and electrical power, cleaning, servicing maintenance and repair of
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our equipment, use of kitchen, sanitary facilities. We are happy to discuss special arrangements for provision of these services outside our normal working hours.

- 15.2 All Internet connectivity services provided by us are subject to a fair use policy and we reserve the right to disconnect any services that in our opinion are being misused or are considered high risk to our infrastructure. In this event, reconnection charges will apply, and you will need to satisfy us that any threat or misuse has been adequately dealt with prior to reconnection.
- 15.3 Any Internet connectivity failure reported to us where a call out is placed or remote work is carried out by us or our agents that subsequently turns out to be due to incorrect usage of or failure of your equipment, will be charged at the prevailing hourly rate to include any travelling time.
- 15.4 You are responsible for virus protection on your systems.
- 15.5 All equipment, software and other items utilised by us and the copyright and all other property rights whatsoever therein and in all documentation and all other materials developed, utilised and produced by us under this Contract are and shall remain our property.
- 15.6 You will not use the Internet services supplied by us to send, receive or store any material that is of a pornographic, obscene or illegal nature. We reserve the right to remove any offending material from your network and disconnect your Internet services with immediate effect until such time that you have reasonably satisfied us that this breach has been appropriately dealt with. Any client found to be sending unsolicited mail ("spam") or in our opinion is not making a fair and legitimate use of the services, will have the relevant services immediately suspended / cancelled without refund or notice. You must act with due consideration for other users of the network. We reserve the right to suspend or terminate use of services with immediate effect if in our opinion you are in breach of this condition.
- 15.7 We may use any personal data which you provide to us to provide the Services process your payment for the Services and send you other information about our products and services or events and promotions, but you may stop receiving these at any time by contacting us.
- 16 **INSURANCE**
- 16.1 It is your responsibility to arrange insurance for your own property which you bring into the centre and for your own liability to your employees and to third parties.
- 17 **YOUR PROPERTY**
- 17.1 If you leave any goods or property in the centre at the end of your Contract (however it ends) you authorise us to dispose of those goods without owing you any responsibility for doing so or any proceeds of sale.
- 18 **EMPLOYEES**
- 18.1 While your Contract is in force and for a period of six months after it ends you must not without our prior written consent solicit or offer employment to any of our employees. Any consent given by us shall be subject to you paying us a sum equivalent to 35% of the then current annual remuneration of the employee or, if higher, 35% of the annual remuneration to be paid by you to that employee.