

PRIVATE OFFICE - TERMS AND CONDITIONS (SCOTLAND)

The definitions in the "Landmark Licence Agreement" ("Key Terms") shall apply in these standard Terms and Conditions ("Standard Terms"), and together the Key Terms and these Standard Terms shall be known as the "Agreement" or "Licence Agreement". Should there be any conflict between the Key Terms and these Standard Terms then the provisions in these Standard Terms shall take precedence.

1. EFFECT OF THIS AGREEMENT

1.1 The Client shall occupy the Office and make use of the Business Centre as a licensee and no relationship of landlord and tenant shall be created between Landmark and the Client.

1.2 Landmark shall retain control, possession and management of the Office and Business Centre at all times. Landmark (and its contractors and agents) may enter the office at any time for any purpose and the Client shall not exclude any such access.

2. PROVISION OF SERVICES

2.1 In consideration of the payment of the Monthly Licence Fee and any other sums payable in accordance with this Licence Agreement, Landmark will provide the Client with access to the Office in the Business Centre as specified in the Key Terms. A reference to "Office" in these Standard Terms shall mean each and every office as specified in the Key Terms.

2.2 Landmark shall be responsible for the payment of all rates, service charges, building insurance (but not contents insurance or any other type of business insurance) and shall provide lighting, heating, air cooling (where provided), security, cleaning and reception services during normal office hours (8.30am to 6pm) Monday to Friday (except bank holidays) (together "the Services").

2.3 If the Key Terms provide that the Services shall also include the supply of a telephone line, telephone handsets and internet connectivity, Landmark shall not be liable for any service outage caused by a third party telephony or internet provider (including without limitation the providers of related infrastructure and/or fibres).

2.4 The Client and Landmark consent to the registration of this Agreement for preservation and execution in the Books of Council and Session.

3. LICENCE PERIOD AND TERMINATION

3.1 This Licence Agreement is effective from and including the Start Date and will continue until the date on which this Licence Agreement is determined in accordance with this Licence Agreement ("Licence Period").

3.2 Either party may terminate this Licence Agreement on the Earliest End Date by serving written notice on the other party, provided they comply with the Minimum Notice Period requirements. If valid written notice to terminate is not provided, this Licence Agreement will renew automatically for a new period of three calendar months and shall thereafter continue to renew for successive new periods of three calendar months (in each case known as the "Renewal Period") until valid written notice is served in accordance with clause 3.3.

3.3 Unless otherwise agreed between the parties in writing, in order for a party to terminate any successive Renewal Period they must provide the other party with written notice of at least the Minimum Notice Period, such notice to expire on the expiry of any successive Renewal Period. 3.4 If this Licence Agreement renews in accordance with this clause 3, Landmark reserve the right to increase the Monthly Licence Fee and any other sums payable in any respective Renewal Period by the greater of 7.5% or to the Landmark List Price applicable to the Office at the point of renewal.

3.5 Landmark has the right to terminate this Licence Agreement and/or suspend all or any of the Services and/or Client access to the Business Centre with immediate effect if the Client:

(a) enters into liquidation, becomes insolvent or bankrupt, has a receiver appointed, enters into a composition with its creditors, is subject to any form of strike off application or is unable to pay its debts as they fall due or is subject to an administration order;

(b) is, or any parent company of the Client is, subject to any action or event in a jurisdiction that is equivalent or analogous to any of the actions listed in clause 3.5(a);

(c) in whole or part fails to pay the Monthly Licence Fee on time or fails to pay any other sums owed to Landmark under this Licence Agreement whether formally demanded or not;

(d) breaches any other obligations or undertakings under this Licence Agreement and fails to rectify any such breach to Landmark's satisfaction within 3 working days of Landmark giving notice of the breach to the Client, save that where the nature of the breach is such that no such rectification is possible Landmark may terminate this Licence Agreement with immediate effect; or

(e) or any of its owners, directors or staff, fail a periodic verification check run by the Landmark Client Services (and/or Compliance) team and in such circumstances such termination shall be notified to the client as a 'Client vetting unapproved' termination without any further commentary required from Landmark.

3.6 If Landmark terminates the Licence Agreement pursuant to clause 3.5, this Licence Agreement shall immediately end, but without prejudice to any right or remedy of Landmark in respect of any breach of this Licence Agreement by the Client. The Client shall remain liable for any unpaid Licence Fee or other costs that would have been payable had the Client served a valid written notice to terminate in accordance with this Licence Agreement.

3.7 Termination of this Licence Agreement shall not affect the rights of either party in connection with any antecedent breach.

4. PAYMENTS & CHARGES

4.1 The Client agrees and undertakes to pay the following sums to Landmark:

(a) on the first day of each calendar month in advance by way of Direct Debit, the Monthly Licence Fee payable without any deduction together with applicable VAT;

(b) prior to the Start Date, the Total First Payment, which shall include a proportional Licence Agreement fee payment for the period of occupation from and including the Start Date to the end of the month following such date, together with the Deposit, Contract Service Fee, Setup Fee and any other sums which may be payable, together with applicable VAT; and

(c) on the first day of each calendar month in arrears by way of Direct Debit, all additional costs in connection with any services provided during the preceding month, including, but without limitation to, any telephone, IT and copying charges ("Additional Costs") and the Client shall be entitled to receive a statement showing these Additional Costs if it so requests.

4.2 Interest will be charged at the rate of 6% per annum above the Barclays Bank Base Rate from time to time calculated on a daily basis from the due date until payment if any sums payable by the Client become outstanding under this Licence Agreement (whether formally demanded or not).

4.3 In the event that a Direct Debit is cancelled or any amounts under the Direct Debit are not paid in full on or by the due date, an administration fee of £250 will be charged to the Client and such charge shall be repeated in each month in which a Direct Debit is either not in place or any amounts under the Direct Debit are not paid in full on or by the due date.

4.4 At the end of the Licence Period, the Client shall pay:

(a) £100 plus VAT per workstation to cover the cost of cleaning and reinstating the workstations and Office;

(b) in the event that any works have been undertaken to the Office at the request of the Client then such sum as shall be required to return the Office to the condition that it would have been in

but for such works (unless the remediation cost was expressly included (in writing) in the cost of works charged to the Client during the Licence Period) but, for the avoidance of doubt, Landmark is not obligated to undertake such work.

4.5 Upon termination of this Licence Agreement the Client has the option to purchase mail/call forwarding as per the current advertised rate as found on www.landmarkspace.co.uk and all relevant terms and conditions shall then apply. If no service is selected at the time the Office is vacated, phone services will cease and mail will be returned to sender.

4.6 The Client shall pay the costs and expenses of Landmark whether incurred during or after the Licence Period (including, without limitation, the costs and expenses of instructing solicitors or other professionals) in connection with or in contemplation of:

(a) any breach of any Client obligations or undertakings in this Licence Agreement, including a Default under clause 5.2, and any subsequent enforcement actions (including, without limitation, debt recovery and other legal proceedings); and/or

(b) the termination of this Licence Agreement and/or suspension of all or any of the Services in accordance with the terms of this Licence Agreement.

5. SECURITY DEPOSIT

5.1 The security deposit to be paid by the Client is the deposit designated in the Key Terms (the "Deposit") provided always that the Deposit shall be increased (and the Client shall be required to top up the Deposit) in the:

(a) event that the Monthly Licence Fee increases in which case the Deposit shall be increased within five working days of the relevant uplifted Monthly Licence Fee invoice date so that the Deposit held by Landmark shall be a sum which is not less than twice the current Monthly Licence Fee; and/or

(b) circumstances set out in clause 5.3.

5.2 For the purposes of this clause, the Client shall be in "Default" if it fails to:

(a) pay any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of its obligations or undertakings under this Licence Agreement;

(b) deliver up the Office in a tidy condition with all furniture, goods and equipment owned by the Client removed on or before the end of the Licence Period (including in the case of any early termination); or

(c) a Default shall also occur if any of the circumstances set out in clause 3.5 apply.

5.3 Following any Default Landmark will be entitled to withdraw from the Deposit such proportion of the Deposit required to make good any such Default. In the event of Default the Client shall pay to Landmark such sums as may be required to ensure that the Deposit is restored to the original amount (or as adjusted in accordance with clause 5.1) within 5 working days of being notified by Landmark that a withdrawal has been made.

5.4 The Deposit will be returned to the Client within 60 days from the date that this Licence Agreement terminates, less any sums withdrawn by Landmark pursuant to clause 5.3.

6. CLIENT RIGHTS & RESPONSIBILITIES

6.1 The Client shall have 24 hour access to the Office, where available, subject to compliance with the terms of this Licence Agreement.

6.2 The Client warrants and undertakes that it shall not: (a) use the Office or the Business Centre for any activity other than for conducting their usual business in their own name as set out in the Licence Agreement (including, without limitation, holding the Business Centre out as a trading, registered or mailing address of any associated business or individual associated with the Client unless pre-authorised in writing by Landmark's Client Services team); (b) notify the Registrar of Companies that the Client or any associated business has any Landmark business centre as its registered office unless pre-authorised in writing by Landmark's Client Services team) and in the

event that the Client does use any Landmark business centre as its registered office then it shall change such registration immediately upon the later of vacating the Business Centre or ceasing to hold a valid virtual office agreement with Landmark in respect of such Business Centre;

(c) use the Business Centre for any medical or retail or other purposes involving frequent visits to the Business Centre by members of the public or otherwise utilise the Business Centre for a purpose that is not Class 4 use in the terms of the Town and Country Planning (Use Classes) (Scotland) Order 1997;

(d) undertake any activity that prompts investigation into the affairs of the Client by civil, criminal or public authorities, including, without limitation, the police or Trading Standards Scotland;

(e) alter the Office or install any cabling, furniture, IT, telecoms or other equipment without the written approval of Landmark and the Client acknowledges that any such action may have a material adverse effect on the functionality of the IT and telephony systems within the Business Centre with resultant loss to Landmark and/or third parties for which the Client shall be liable;

(f) display any internal or external signs or notices that are visible from outside the Client's Office without the prior written agreement of Landmark;

(g) bring in any living creature nor any hazardous, dangerous or illegal materials to the Business Centre or do anything which would or might invalidate any insurance at the Business Centre;

(h) share occupation or purport to grant any lease or rights of occupation to any third party; and

(i) cause any damage to the Office or to anything in it or to the Business Centre or the building in which the Business Centre is located.

6.3 The Client warrants and undertakes that it shall:

(a) keep the Office neat and tidy;

(b) treat and use with due care and respect any equipment, fixtures, fittings and furniture provided by Landmark and to make good any damage or loss on termination or upon receiving notification to do so from Landmark;

(c) immediately remove any cabling, furniture, IT, telecoms or other equipment installed without the prior written consent of Landmark;

(d) at the end of the Licence Period, leave the Office in a neat and tidy condition and on or before the day on which this Licence Agreement terminates remove any furniture, equipment and goods owned by the Client from the Business Centre and if the Client leaves any items in the Office or Business Centre following the termination of this Licence Agreement Landmark may dispose of such property as it thinks fit, in which case the Client shall be liable for the costs of disposal and Landmark shall not be liable to the Client for any proceeds of sale. If Landmark elects to store any property left by the Client following termination, it may charge the Client any costs incurred and the Client shall be liable for the payment of these costs notwithstanding the termination of the Licence Agreement;

(e) comply with all the reasonable requirements of Landmark to enable the Business Centre to run efficiently and all laws and statutory requirements including any Health and Safety regulations

from time to time in force in the conduct of its business, use of the Business Centre and occupation of the Office;

(f) ensure that its directors, employees, officers, workers and sub-contractors do not act in any way which may potentially affect the commercial interests or reputation of Landmark, whether

acting on behalf of the Client, themselves or any third party;

(g) be responsible for the cost of replacing any lost access cards or keys and acknowledge that these remain the property of Landmark and any losses must be immediately reported;

(h) conduct its business in a manner which will not cause any nuisance, offence, damage or annoyance to Landmark, its staff or to other clients or neighbours of Landmark or conflict with the business carried on by Landmark or their other clients or neighbours;

(i) fully indemnify Landmark for any loss or damage caused by the Client or any employees, contractors or other persons invited onto the premises by the Client ("Third Parties") and for any loss, damage, expenses, claims, demands, liabilities and costs suffered by Landmark and arising directly or indirectly as a result of any breach of this Licence Agreement and/or any misuse of the Office or Business Centre by the Client or Third Parties;

(j) pay to Landmark an amount equivalent to 1 times the gross annual salary of the member of Landmark's staff if the client should engage the services of such member of staff without the prior

written consent of an Landmark Director; and

(k) arrange its own comprehensive business liability, public indemnity, contents and property insurances.

7. LANDMARK RIGHTS & RESPONSIBILITIES

7.1 Whilst the Client has been provided with the right to occupy the Office stated in the Key Terms, Landmark reserve the right to substitute the Office with another office of a similar size at any time (whether at the Business Centre or at any reasonable alternative location).

7.2 If for any reason, Landmark is no longer able to provide the Client with the Office or any alternative office(s) (whether at the Business Centre or at any reasonable alternative location),

Landmark will suffer no liability for any loss or damage that may be sustained by the Client as a result. The Client may, however, terminate this Licence Agreement in said circumstances without penalty subject to Landmark first being paid all due payments and fees due under the Licence Agreement up to the date of termination.

7.3 If the Client is temporarily unable to gain access to the Office or to receive some or all of the Services and facilities then it may not terminate this Licence Agreement, but it may apply to Landmark for a reasonable adjustment to the fees to reflect the temporary loss of services, which Landmark shall then consider in its sole discretion.

7.4 Landmark shall have the right to disconnect any equipment and/or withhold or terminate the provision of services if in Landmark's opinion, a Client's hardware or software is damaging, or potentially damaging, to Landmark (whether by way of reputational damage or tangible loss), or its

network of clients. Landmark shall have no liability to the Client for resultant damage or loss.

7.5 Landmark shall not be responsible for any loss or damage arising out of any breach of data security or failure of any computer, telephone or (where applicable) voice recording system or software.

8. CLIENT VERIFICATION AND USE OF DATA

8.1 Landmark shall periodically undertake verification checks on the Client and may need to collect personal information and documents on the Client, in such manner as Landmark reasonably regards as appropriate (and which the Client shall promptly provide) in order to verify identity and credit worthiness and as otherwise required to provide the Services. All information and/or documents so obtained will be treated securely and strictly in accordance with applicable UK data protection law.

8.2 In performing such checks, information provided by the Client and/or its staff may be disclosed to a third party providing services to Landmark (including credit agencies), who may keep a record of that information. The information will be processed only to the extent necessary to perform their functions and where required by law. Individual credit ratings will be unaffected. For the avoidance of doubt, a soft credit check may be performed on the Client as part of the verification checks however credit ratings will be unaffected. All information provided will be treated securely and strictly in accordance with the Data Protection Act 1998.

8.3 Landmark may provide the Client with information about Landmark and its services, subject to the Client's right to opt out of promotional communication.

9. LIMITATION OF LIABILITY

9.1 To the maximum extent permissible by law Landmark shall not be liable, whether in delict, contract, misrepresentation or otherwise in respect of any loss or damage suffered by the Client in relation to this Agreement, the Services or the Office including (but not limited to):

(a) loss of profits;

(b) loss of business;

(c) depletion of goodwill or similar losses;

(d) loss of anticipated savings;

(e) loss of goods;

(f) loss of contract;

(g) loss of use;

(h) loss or corruption of data or information;

(i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or

(j) any third party claims.

9.2 Notwithstanding clause 9.1 above in all cases Landmark's total liability in contract, delict, misrepresentation or otherwise shall be limited to the price paid for the Services in any one calendar month.

9.3 Nothing in these conditions excludes the liability of Landmark for:

(a) death or personal injury caused by negligence; or (b) fraud or fraudulent misrepresentation.

10. GENERAL PROVISIONS

10.1 This Licence Agreement is personal to the Client, is not assignable by the Client and comprises the entire agreement between the parties.

10.2 This Licence Agreement and any disputes or claims arising out of or in connection with it are governed by and construed in accordance with the Law of Scotland and the parties prorogate the jurisdiction of the Scottish Courts.

10.3 The Client shall keep the terms of this Licence Agreement strictly confidential and shall restrict disclosure to any third party without the written acceptance of Landmark unless required to do so by law.

10.4 The Client irrevocably appoints Landmark to be the Client's agent in relation to any application for Small Business Rates Relief or in relation to any matters concerning Business rates for the Office and shall ratify and confirm all acts, documents or things made, done or executed by Landmark in relation to such matters.

10.5 No failure or delay by Landmark to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. 10.6 Any notice given to a party under or in connection with this Licence Agreement must be in writing and may be delivered by hand or registered first class post sent to the relevant party's registered address (or, in the case of a notice to the Client, to the Office at the relevant Business Centre) and shall be deemed to have been received the following working day.

10.7 Where the Client comprises more than one individual and/or company, such entities shall be held jointly and severally liable.

10.8 If any provision of this Licence Agreement is held void or unenforceable under the applicable

law as prescribed by clause 10.2, the other provisions shall remain in force.

10.9 A person who is not a party to this Licence Agreement may not enforce any of its terms under Contract (Third Party Rights) (Scotland) Act.

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