

# LANDMARK SERVICE AGREEMENT

## TERMS AND CONDITIONS

### Terms of Service

This Agreement, which governs the terms and conditions of your use of Landmark Space Limited Virtual Office services (hereinafter referred to as the "service" or "services") is between you ("You," "User," or "Client"), as an authorised user of the Services, and Landmark Space Limited (hereinafter referred to as the "Company" "Landmark Space". Details of the Virtual Office package and Client including Name, Address, contact details and date of commencement are as provided in the online Application Process on the Landmark Space website [www.Landmarkspace.co.uk](http://www.Landmarkspace.co.uk).

1. **TERMS OF USE** The use of the Services constitutes your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorised to accept these terms on its employer's or the third party's behalf. Client agrees that the Services will be used only as provided in such terms and conditions for legitimate business purposes. In the case of any violation of these terms, the Company reserves the right to seek all remedies available by law and in equity for such violations.

2. **TERM OF AGREEMENT** The initial term of this agreement is reflected on page 1 of this agreement or the term for which initially paid for by the client whichever the longer. This Agreement will be automatically renewed and extended for successive periods of the initial term of this agreement (each a "Renewal Term") until terminated, as provided herein, by either Client or the Company. The client may terminate Services upon expiration of the Initial Term or any Renewal Term by giving written notice of termination one full calendar month prior to the end of the existing Term (3, 6 or 12 months). No prorated refunds shall apply and Client is still liable for any and all overage charges if applicable during final term of agreement. Client's written notice to terminate the Agreement must be sent by email addressed to [memberships@landmarkspace.co.uk](mailto:memberships@landmarkspace.co.uk). Written notice from the Company to terminate the Agreement shall be sent by either email to Client's email address, or by first class mail to Client's last known address on record. Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of Client's change of address and/or communications services and, if appropriate, arrange a redirect service for any subsequent mail. Subsequent mail received at the virtual office location will be returned to sender if applicable and all communications services will terminate at that point. Any special agreement to extend the mail forwarding service beyond the cancellation date will be at the sole discretion of the company including the cost of that service if it is to be provided.

3. **THE SERVICE.** The Company serves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service. The amended Terms shall be effective immediately after they are posted on the Landmark Space website, [www.landmarkspace.co.uk](http://www.landmarkspace.co.uk). The company is entitled to sub-contract or appoint an agent in respect of any element of the services. User acknowledges and agrees that the Company shall not be liable to User or any third party in event that the Company exercises its right to modify or discontinue all or part of the Service.

4. **USER RATES.** The Company reserves the right, in its sole discretion, to change pricing of the service upon thirty (30) days' notice.

5. **PAYMENTS AND CHARGES.** By electing to purchase the services, you warrant that all information you submit is true, valid and accurate. Commencement of the services will be dependent on having received the following:

- A completed application form
- Two acceptable forms of identification including one photographic ID and a proof of address
- A signed Direct Debit form
- Deposit equivalent to one full month's fee payment in advance
- Setup Fee (as specified in agreement) payment in advance

You agree to pay by direct debit on the 1st (or the next working day if 1st is not a working day) day of the month including any costs incurred for postage, telephone and/or other services provided during the preceding calendar month. You understand that the first Direct Debit payment will be adjusted to take into account the one month advance payment made at the time of application in order to be aligned with future Direct Debit payments on the 1st of each month. You agree to promptly notify the Company of any changes to your contact or bank account details as disclosed in the application process. If, for any reason, a Direct Debit is not signed then you agree to make an initial, upfront payment of at least three months. You will be invoiced for any subsequent period (which will be of the same duration), one month ahead of the expiry of the final month.

Any payment received after the due date may incur a £50 plus VAT late payment fee. If payment for your account is not received by the due date, you agree to pay all amounts due, including late payment fees. The Company may employ the services of an external 3rd party collection agency who will pursue arrears payments on behalf of the Company. Any collection fees incurred by the Company, will be applied to the initial arrears amount including any remaining contract balance. You agree to pay the Company interest of 8% per annum above the prevailing Bank of England base rate on all amounts owing from the due date for payment until the receipt of cleared funds. The Company reserves the right, on account of failure to pay your account by the due date, to retain any correspondence or telephone messages intended for the client and terminate this agreement without notice. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company.

6. **MAIL FORWARDING**

(a) Unless otherwise agreed in advance in writing:

(i) all mail delivered to you at the Virtual Office address ("the address") will be forwarded by first class Royal Mail to the address designated by you on the Application process as soon as reasonably practicable after receipt at the Address.

(ii) no warranties are given regarding the availability of company staff or representatives being available to sign for or forward mail delivered to the Address outside normal office hours, Monday to Friday, excluding bank holidays.

(iii) mail delivered to you at the Address may be made available for collection, by prior written agreement, subject to modest volumes being received. Irrespective of any agreement for the client to collect mail from the Business Centre, the company reserves the right to forward any mail by post or courier rather than await collection if special circumstances should make that a preferable option or if mail remains uncollected for a period of more than 6 days.

(iv) the cost of postage plus a handling charge equivalent to 20% of the cost of postage, and/or any storage charges as specified elsewhere in the Terms and Conditions, will be invoiced at the end of each calendar month and are due for settlement within 14 days. Late payment charges may apply if an invoice remains unpaid after the start of the following month.

(b) In the event that mail delivered to you at the Address is not marked in such a way that the company is able to ascertain from the outside packaging that it is intended for you, we reserve the right to open such mail to determine for whom it is intended.

(c) In the event that you believe we have failed to forward mail sent to you at the Address in accordance with this Agreement, you must notify us and the sender in writing as soon as reasonably practicable upon becoming aware of the same and, in the event that we have received such mail and not forwarded it, we will forward it to you (we accept no liability for mail that you cannot prove has been delivered to the Address and, for the purpose of this Clause, proof of postage of mail sent to you at the Address shall not constitute proof of delivery).

(d) All risks in mail delivered to you at the Address shall pass to you immediately upon delivery to the Address and it is your sole responsibility to arrange for appropriate insurance cover from such time.

(e) We reserve the right in our absolute discretion to withhold from forwarding and/or to pass to any relevant authority, including HM Revenue and Customs, any mail delivered to you at the Address, without notice to you.

(f) You will not arrange for or permit the delivery of any noxious, harmful, illegal, deteriorating or dangerous substances to the Address and, in the event that we have reason to believe that any mail item delivered to you at the Address is or may be, in any way, noxious, harmful, illegal, deteriorating or dangerous, we reserve the right to dispose of such mail item as we see fit.

We reserve the right, at our sole discretion and on notice in writing to you, to refuse delivery of and return to the sender (at your sole cost) or to withhold from forwarding any mail items delivered to you at the Address that are above 5kg in weight or larger than 50cm in length or larger than 1 metre in girth or multiple items in one delivery or multiple deliveries such as mail promotion, marketing promotion and mail order commercial activities. In the event that we withhold such items from forwarding, we reserve the right to charge you a storage fee pending collection by a courier nominated by you or delivery by us on such terms as may be agreed.

(h) In the event that, for whatever reason (including, without limitation, as a result of any marketing or promotional campaign) you envisage a material increase in the volume of mail delivered to you at the Address, you will notify us in writing as soon as you become aware of the circumstances likely to give rise to such change in volume. Where the expected or actual increase in mail delivered to you at the Address is more than 20% in any one calendar month (above the average monthly volume prior to that month), we reserve the right, on notice in writing to you, to increase the Fees payable in respect of the Mail Forwarding. Services proportionate to the amount of the increase and/or to invoice you in advance on account of future Fees that may accrue.

Unless otherwise agreed in advance and in writing, the Mail Forwarding Services may not be used in any direct marketing campaign which is likely to result in more than 40 items of mail being delivered to you at the Address in any one calendar month.

(j) You may not use the Address for the purposes of registering with the UK electoral register.

(k) You may not use the Address for your Registered Address in the UK unless you have ticked the appropriate box on the application form and thereby agreed to pay the additional fee due.

(l) You may not use the Address for your personal purposes.

7. **TELEPHONE NUMBERS AND CALL HANDLING.**  
The Company will, in accordance with the Virtual package selected in the online Application Process, provide the client with, as appropriate, dedicated telephone number(s), forward calls to a specified telephone number(s), answer calls, take and forward messages. Charges as specified within the Application Process will apply. Any telephone numbers issued for use by the client will remain the property of the Company and/or their appointed service provider. The client will not sell or transfer (or attempt as much) any telephone number provided for their use. The Company reserves the right to change any telephone number for any reason provided reasonable notice is given.

8. **LINKS.** The Service or related websites may provide links to other Websites or resources. User agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources.

9. **INTELLECTUAL PROPERTY RIGHTS.** User acknowledges that content, including but not limited to policy information, text, software, music, sound, photographs, video, graphics, the arrangement of text and images, commercially produced information, and other material contained on the Landmark Space Site or through the Service is protected by copyright, trademarks, service marks, patents or other proprietary agreements and laws and User is only permitted to use the Content as expressly authorized by the Company. These Terms do not transfer any right, title, or interest in the Service, Site or the Content to User, and User may not copy, reproduce, distribute, or create derivative works from this Content without express authorisation by the Company. User agrees not to use or divulge to others any information designated by the Company as proprietary or confidential. Any unauthorised use of any Content contained on the Site or through the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Except as specifically permitted herein, no portion of the information on the Landmark Space site may be reproduced in any form, or by any means, without prior written permission from the company. Users are not permitted to modify, distribute, publish, transmit or create derivative works of any material found on the site for any public, personal or commercial purposes

10. **TRADEMARKS.** "Company Trademarks" means all names, marks, brands, logos, designs, trade dress and other designations the Company uses in connection with the Service or any other service. User acknowledges the Company's rights in the Company Trademarks and agrees that any and all use of the Company Trademarks by User shall inure to the sole benefit of the Company.

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11. **DISCLAIMER.** User expressly agrees that use of the Landmark Space site and the service is at user's sole risk. The site and the service are provided on an "as is", "as available" basis. The company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as well as all warranties arising by usage of trade, course of dealing or course of performance. The company makes no warranty that the site or service will meet user's requirements, or that the site or service will be uninterrupted, timely, secure, error free or virus-free nor does the company make any warranty as to the results that may be obtained from the use of the site or the service or as to the accuracy or reliability of any content or any information or products obtained through the site or service or that defects in the service will be corrected. User understands and agrees that any material or data downloaded or otherwise obtained through the use of the site or service is done at user's own discretion and risk and that user will be solely responsible for any damage to user's computer system or loss of data that results from the download or use of such material or data. Some jurisdictions do not allow the exclusion of certain warranties under certain circumstances; consequently, some of the above exclusions may not apply to user, in whole or in part.
12. **LIMIT OF LIABILITY.** As a condition of use of the Service, and in consideration of the Services provided by the Company, User agrees that neither the Company, nor any officer, affiliate, director, shareholder, agent, contractor or employee of the Company (the "Company Affiliates"), will be liable to User or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the Service, Site or Content ; including but not limited to any of the following: Reliance, Termination, Infringement, Force Majeure. The limitations set forth in this section apply to acts, omissions, negligence, and gross negligence of Company and/or the Company Affiliates, which, but for this provision, would give rise to course of action in contract, or any other legal doctrine. The Company shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from the use of or inability to use the Services or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if the Company has been advised of the possibility of such damages. The entire liability of the Company and Your exclusive remedy with respect to the use of the site and service are limited to the lesser of (1) the amount actually paid by you for the Service during the three (3) months preceding the date of Your claim; or (2) UK £500.00. You hereby release the Company and the Company Affiliates from any all obligations, liabilities and claims in excess of this limitation.
13. **NO RESALE.** User agrees not to reproduce, duplicate, copy, sell resell, exploit or make any commercial use of or access to the Service, without the express written consent of the Company.
14. **LAWFUL USE.** User agrees that use of the site and services is subject to all applicable national, state, and local laws and regulations, and that User is solely responsible for the contents of its communications through the Service.
15. **INDEMNIFICATION.** User will defend, indemnify and hold harmless the Company and the Company Affiliates, and their respective successors and permitted assigns, from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) acts or omissions by User arising out of or in connection with this Agreement ; (b) intentional or negligent violations by User of any applicable laws or governmental regulation, (c) contractual relations between the User and a third party; or (d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright. User acknowledges that the Company has no control over the content of information transmitted by User or User's customers and that the Company does not examine the use to which User or User's customers put the Service or the nature of the information User or Users customers send or receive. User hereby indemnifies and holds harmless the Company and Company Affiliates from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception
16. **TERMINATION.** The Company may terminate or suspend access to the Service or Site with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but are not limited to, the following: inactivity of the User, violation of any terms listed in this policy; or failure to pay for Services. The Company shall not be liable to User or any third party for termination of the Service or Site. In the event of User default, User agrees to pay all costs, expenses and reasonable attorneys' fees expended by the company in enforcing this Agreement or collecting any sums due hereunder both in and out of bankruptcy and before and after judgment.
17. **SEVERABILITY.** In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms. The Company's failure to act with respect to a breach by User or others does not waive its right to act with respect to subsequent or similar breaches.
18. **JURISDICTION.** This Agreement shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.
19. **LANDMARK MEMBERSHIP INTRODUCTION.** Club Space entitles members to use the areas within the participating Landmark centres which have been specifically designated for Members (Club Space areas). A list of participating Landmark centres can be found on the designated area of the website: [www.landmarkspace.co.uk/locations/business-lounge](http://www.landmarkspace.co.uk/locations/business-lounge) (the website). Club Space membership may not be transferred or assigned.
20. **CLUB SPACE** (daily and monthly) All spaces are available on a first come, first served bases and cannot be booked in advance. Club Space service charges are payable daily or one month in advance and the Club Space membership is available at the locations as stated on the Website and are offered subject to availability. Monthly members are permitted to invite up to 3 guests at a time for a period of up to 2 hours and guests may only access Club Space areas when accompanied by a Member. Members from the same company are limited to 4 monthly memberships at any one time. Day pass members are not able to invite guests in to the space but can purchase additional day passes on the day. Hours of operation are Monday to Friday 09:00 - 17:30.
21. **AVAILABILITY AND BEHAVIOUR.** Club Space areas are subject to availability, fair use and sufficient space being free to accommodate those Members wishing to have access at any one time. Landmark has the right to determine appropriate capacity levels to ensure all Members receive an optimum experience of their use of the Club Space areas. Members are responsible for ensuring their own behaviour and that of their Visitors is always appropriate to the shared business environment. Landmark reserve the right to deny access and terminate a membership at any given time at our absolute discretion. Members are requested to not reserve space by leaving coats or other belongings unattended for more than 30 minutes. Other members should be considered when consuming food and a designated 'coffee bar' is available for this purpose. When making, or receiving phone calls, use of the dedicated phone booths should be made where possible and members should respect the requirement to be respectful of noise levels in the 'quiet zone'.
22. **INTERNET AND REFRESHMENTS.** Club Space membership entitles you to use the free internet access and refreshments facilities where they are available at designated Club Space locations. Landmark requires Members to comply always with the relevant provisions of the Digital Economy Act 2010 when using the Club Space free internet connection. If Landmark experiences any issues with the provision of the internet service (whether temporary or suspension or otherwise) Landmark will not accept any liability or be held responsible for any loss or damage whatsoever which may be occasioned to a Member because of the occurrence of such issues. This limitation and exclusion of liability and responsibility shall apply however such loss or damage may arise whether directly or indirectly and the Member waives any right to make a claim whatsoever against Landmark arising out of or in connection with any such loss or damage. Usage will be monitored and if it is found to be used for fraudulent activity, we reserve the right to cease providing Members with internet access.
23. **MEETING ROOMS SPACES WITHIN CLUB SPACE.** Members can use private meeting rooms within the Club Space area (where available) as part of their Membership. Members can use private meeting rooms within the Club Space increments and should be vacated promptly during peak times and always left clean and tidy. Other Meeting Rooms must be booked in advance via the centre staff.
24. **LOCKER USAGE.** Where lockers are available, usage is subject to availability. Lockers may not be used to store illegal, illicit or immoral items. Landmark reserves the right to open (including by force) any locker and to inspect and/or remove the contents of any locker if or when it suspects it is being used in contravention of UK law and shall have the right to draw the contents of any locker to the attention of any relevant authority should it deem it appropriate to do so. All locker rental charges are payable in advance monthly. Unless otherwise terminated by the Landmark, locker rental will be terminated upon a Member giving 1 calendar months' notice to Landmark. Where use of a locker overruns any stipulated rental period, then the Member will be charged the equivalent of one month of rental. If a Member fails to remove property from the locker at the end of any rental period or allows rental charges to fall into arrears, then Landmark shall have the right to remove and dispose of any such property. Landmark shall be under no obligation to notify a Member of any such removal and disposal and shall incur no liability to any Member for any loss or damage (however it may arise), which the Member may sustain because of such removal or disposal. Landmark accepts no liability whatsoever for the safety or security or for the loss of (including by theft) or damage to any property stored in any locker. Members accept that when using such facilities, their goods are stored at entirely their own risk and it shall be the members' responsibility to insure against the risk of loss, theft or damage to their property.
25. **LIMITATION AND EXCLUSION OF LIABILITY.** Landmark accepts no responsibility for any loss of or damage to Members property (or that of their visitors) while they are using the Club Space areas or any of the services offered at any Landmark locations. Members will be entirely responsible for ensuring their property is safe and secure at all times whether stored in locker or within the Club Space and members shall be entirely responsible for insuring the same. We exclude liability for actions taken in response to breaches of these terms. Landmark shall not be liable to any member or their guest for any direct or indirect loss suffered when using the Club Space and its facilities, including for example, but not limited to any profit, loss of revenue, loss of reputation, loss of business, loss of opportunity, loss of contract, loss of goodwill, loss or corruption of data or information, consequential or economic loss or damages of any kind. Should Landmark not be able to provide any Club Space services at any given location, Landmark will use its best endeavours to provide the services at an alternative location and transfer the membership to such location. Should Landmark not be able to find such a suitable location, the member agrees that Landmark will not be held liable for any loss, expense or damages nor liable for any refund in whole or part.
26. **DATA PROTECTION.** All Club Space Members will be required to provide photographic proof of Identification (photocard driving licence or passport) on their first visit to a Landmark location. A photocopy will be taken and certified by a Landmark member of staff and kept on file as part of Know Your Customer business practice. Landmark undertakes that, in performing its obligations, it shall comply with the provisions of the Data Protection Act 1998 and all other applicable laws relating to the processing of Personal Data as defined by the GDPR.