

## **Key Business Co Ltd t/a The Devon Office Co-working & Virtual Office Services Terms and Conditions (T&Cs)**

By agreeing to these Terms and Conditions and signing up as a Client, you agree to be legally bound by our T&Cs, outlined below. If you do not accept the T&Cs stated here without modification, please do not book. This Contract is governed in accordance with the law of England and Wales.

We are The Devon Office, registered in England & Wales under company name 'Key Business Co Ltd, Company number **12929513, Suite F, Modbury House, New Mills Business Park. Modbury PL21 0TP. Our VAT no. is 361085510.**

You agree that you have written authority to purchase our services on behalf of the business or company you are registering.

All Solo products and services (desks and Virtual Services) are booked online and payable in advance. Monthly memberships are on a 30 day rolling contract and will be charged monthly unless cancelled.

Business Memberships are bookable online. You can select PAYG or be invoiced at the end of the month (Payment details collected at time of booking). Business Virtual Services are payable at time of booking.

Meeting rooms are PAYG unless booked as part of your monthly membership.

- 1) Workspaces:  
Memberships include the hours stated for each level. When booking a whole day, this is counted as 7.5hours, however the desk is yours for the day.
- 2) Virtual Office Services:  
The following memberships can be purchased and are valid for the periods paid for.  
The use of our Virtual Address services can only be used for the sole purpose of receiving and forwarding mail. You may not imply a physical presence at the premises.
  - 2.1) **Lite** - You can use our address as your company's business for your website, business cards and business mail. Business Mail can be sent to our offices and will be held for collection for 1 month.
  - 2.2) **Standard** – You can use our address for registration at Companies House and at HMRC as your official business address (subject to ID checks). Also, as your business correspondence address on official documents, including letterheads, invoices, order forms, websites and financial communications. 'Standard' includes Mail Management, whereby mail can be forwarded by email &/or post, or held for collection.

When purchasing our virtual packages or desk space which includes a virtual package, the following T&Cs exist between us:

- 1) You agree to advise us of any changes/updates to the information registered with us.
- 2) You agree to update Companies House with any changes.
- 3) Failure to keep all contact information (including mailing address, email address and telephone number) up to date can result in the suspension of your service.
- 4) We will forward your mail as agreed within your service. Mail will be opened, scanned and emailed to the address provided. Where hard copies are requested, the cost of postage plus 0.25p per item will be charged. Charges will be billed monthly in arrears. Any hard copies not requested within 30 days will be disposed of via confidential waste. Cheques, bank cards and PINs are sent via tracked and signed for.
- 5) Parcels - 2 small (no larger than a standard shoebox or heavier than 2kg) parcels will be accepted per month:
  - All parcels must be addressed to the business name.
  - You will be notified when parcels arrive.
  - Parcels not collected within 30 days will be disposed of.

- Parcels are not insured whilst held on our premises.
  - If you require parcels to be forwarded, a charge of £5 plus postage charges will be billed.
  - Should a large parcel be delivered, we will charge a £10 handling fee per parcel and offer a collection within 14 days.
- 6) We reserve the right to return, report to the authorities, act upon or otherwise dispose of mail. If you use our address for any service, you agree to this.
  - 7) Our address may NOT be used for:
    - Any Immoral or Illegal purposes. If we suspect this is happening, your account will be suspended pending further investigation or terminated.
    - Our address may NOT be used for any personal mail.
    - Our address may NOT be used with DVLA. All mail from DVLA will be returned to sender.
    - Our address may NOT be used for receiving penalties or fines relating to vehicles.
    - **'Google My Business'** does not allow the addresses of mail receiving agencies to be used as a business address.
  - 8) You may NOT imply that you have a physical presence at our address. We reserve the right to advise any visitors to our office(s) that you have a virtual business address only.
  - 9) Fees are payable at the time of booking via [www.thedevonoffice.com](http://www.thedevonoffice.com).
  - 10) You can cancel (by email) this agreement within 14 days from the date of order if our address has not been used for any reason. If you do not cancel within 14 days, the service will continue to operate until such time the service expires.
  - 11) After the 14 day period, notice to cancel the service is 30 days. Refunds when applicable will be sent within 30 days.
  - 12) This is a rolling contract; you will continue to be charged unless you have notified us to cancel the service.
  - 13) To comply with Anti-Money Laundering (AML) regulations, you must provide the proof of identification and proof of residential address documents requested within 7 days. If not received, we will have no option but to suspend your account. If your account is suspended, after 14 days we will cancel your service and return all mail to sender. We will have no obligation to refund you for services already paid for, other services or any other loss or expense incurred.
  - 14) All mail items received and business information acquired is treated as commercially confidential and will not be disclosed to anyone outside our company or partner companies we use in the provision of your service. We reserve the right, however, to provide information to the police or other investigative bodies where it is our belief that our services are being or have been used for criminal or fraudulent purposes.
  - 15) We reserve the right to suspend and/or cancel any service with immediate effect due to anything we consider inappropriate conduct or misuse of our service.
  - 16) We reserve the right to cancel the service you have with us if a bailiff or debt collector visits our premises. We further reserve the right to pass on your details to a bailiff or debt collector should this occur.
  - 17) Due to the type of services we provide, any compensation claim shall be limited in total to 1 month's service fee. We cannot accept any compensation claim that is the result of consequential loss to your business.
  - 18) You fully agree to indemnify us from any claim arising from whatever reason, from a third party. You agree that any such claims will be handled solely and completely between yourself and the third party. If the third party fails to deliver on a service, we will not be liable, nor applicable to any form of refunds or compensation claims related to the service.
  - 19) We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for, any loss of profits, sales, business, or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated saving, loss of goodwill or any indirect or consequential loss.

- 20) We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions.
- 21) You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing.
- 22) The Contract is between you and us. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties Act) 1999.
- 23) Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 24) If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 25) We shall use all reasonable endeavours to treat your confidential information as confidential.
- 26) Nothing in these Terms and Conditions shall be deemed to establish any partnership or agency relationship between the parties.
- 27) The copyright on this website belongs to Key Business Co. Ltd. All other intellectual property rights are reserved. All contents of this website are the copyrighted property of Key Business Co. Ltd and are protected by English and international copyright laws. You may not use a trademark, logo, or other proprietary information (including images, text, page layout, or form) of Key Business Co. Ltd without our prior express written consent.
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