



## Terms and Conditions for Virtual Office Services

Subject to the customer observing the Terms and Conditions set out below, York Hub. ("the Company") agrees to provide a Virtual Office ("Virtual Office") to the customer ("the Customer") for the term ("the Term") at the premises ("the Premises") specified in the Virtual Office Agreement ("the Agreement").

1. The Virtual Office Agreement provided by the Company will consist of the following services:
  - i. The Company will provide the Customer with a registered business address at the Premises for which the Customer will pay a Monthly Fee of £17 for the service.
  - ii. Where the Customer elects to use the Business Address provided by the Company as the Registered Address at Companies House, for the Customer's business, the Customer will provide all statutory information, including full names and addresses of company directors, in order to comply with Companies House requirements.
  - iii. Where a mail handling service is requested at the Premises, the Company will receive on the Customer's behalf from the Royal Mail or any statutory or other body authorised from time to time by law to operate a mail delivery service all pre-paid mail addressed to the Customer's Virtual Office and will deposit the same in the Customer's mailbox. The Customer can collect mail during the Premises opening hours. The customer will pay an increased Monthly Fee of £25 for mail handling if this option is requested.
  - iv. The Company will receive on the Customer's behalf items of Special, registered or recorded delivery mail, provided that if the Customer refuses to accept any such items, the Customer will pay any costs or fees associated with its refusal or return.
2. The Company will not receive items requiring cash on delivery,
  - i. Payment for the Virtual Office ("the Payment") costs £17 payable in advance for the business address. There will be an initial set up/administration fee of £15 payable in advance. The customer will pay an increased Monthly Fee of £25 for mail handling if this option is requested.
3. The Company may in its absolute discretion refuse to accept delivery of any item for any reason, including, without limitation, that
  - i. there is no or insufficient prepaid postage; or
  - ii. any Payment is outstanding; or
  - iii. if it appears to the Company in its opinion that delivery of the item is in breach of Condition 6 of these Terms and Conditions; or
  - iv. if the Customer is using the Virtual Office for the storage or the delivery of unreasonably large items of mail or an unreasonable volume of items of mail; or
  - v. if any item received bears the details of an individual or business name not listed as a Mailing Name within the Agreement; or
  - vi. if the Virtual Office is being used for the storage or delivery of items of value.
  - vii. If the Company refuses to accept an item from or for a Customer, it will endeavour to inform the Customer at the Customer's last known address of that decision but the Company shall not be responsible for any loss, damage or other consequences to the Customer or any third party.
4. If the Customer fails to make any Payment 30 days after that Payment becomes due or if the Customer breaches any of these Terms and Conditions, the Company shall be entitled at any time thereafter to terminate the Virtual Office forthwith without prejudice to any right of action or remedy of the Company in respect of any antecedent claim or breach of condition. The Customer following termination hereby authorises the Company at the Company's absolute discretion either to destroy any items of mail addressed to the Customer or any items on the Premises which are the property of the Customer, or to return them to the sender, or to return them to the last known address of the Customer at the Customer's risk. A Late Payment Fee will be charged if payment is not received within five (5) working days of the due date.
5. If any Payments or other sums are outstanding to the Company, the Company shall have a lien over all uncollected items until such payments are duly paid.



6. The Customer undertakes
  - i. not to use the Virtual Office for any illegal, immoral, obscene or defamatory purpose and if it does so it acknowledges that the Company may report the same to the police or other relevant authority; and
  - ii. not to send or deliver or cause to permit to be sent or delivered to the Premises any illegal, defamatory, obscene, dangerous or bulky object or material.
7. If it appears to the Company in its opinion that the Customer is in breach of condition 6 of these Terms and Conditions, then the company may terminate the Virtual Office Agreement with immediate effect. In this instance there will be no refund or any part of it.
8. The Customer authorises the Company and any of its representatives to sign at their discretion and on the Customer's behalf for any letters addressed to the Customers Virtual Office address.
9. If the Customer fails to remove any item of Mail within one month after a notice to that effect has been received by the Company ("the Notice Date") then the Customer hereby authorises the Company in its absolute discretion, either to destroy such items or to return them either to the Customer at the Customer's last known address or to the sender at any time after the Notice Date without further notice to the Customer. The Company's costs or expenses incurred in connection with this Condition will be paid by the Customer to the Company in full upon demand.
10. Subject to the provisions of Condition 2 of these Terms and Conditions, the Customer may terminate the Virtual Office at any time with 30 days notice. The Company can also terminate this agreement with 30 days notice.
11. The Company must receive notification from the Customer of any person who is collecting mail on behalf of the customer. The Company will not be liable to any Customer for any loss or damage whatsoever and howsoever arising.
12. The Customer will indemnify the Company against any expense, liability, loss, claim or proceedings incurred by the Company arising out of or in the course of the use by the Customer of the Virtual Office or items received by the Company, except to the extent that the same is caused by the negligence of the Company.
13. The Customer may check by telephone or email to see if they have any mail. For security reasons, the Company will not open and read mail or tell who it is from.
14. Packages addressed to the Customer may not be accepted for security reasons.
15. The business address is not to be used for the storage or delivery of items of value. The Company has no knowledge of the value of any item of mail and will not accept notification of value. Accordingly the liability of the Company in respect of any damage or loss of any kind whatsoever is limited to £5 for each claim and in aggregate shall not exceed the amount of the Payment in any month.
16. The Company shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis-delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.
17. In order to activate the Virtual Office the Customer is required to provide:
  - i. the full name, address and telephone number of all persons for whom mail is to be received, held or forwarded to them; and
  - ii. the nature of business to be undertaken or reason for taking up a Virtual Office where the Virtual Office service is not for business purposes. A business can be defined as an activity involving the sale of goods and services
  - iii. title, first name, middle name(s), surname, date of birth, national insurance or passport number and full address for all persons for whom mail is to be received, held or forwarded. This will be kept on file and will only be disclosed if requested by the police, HM Revenue and Customs, Trading Standards or other appropriate legal authority.
18. The Customer may select a Mail Forwarding service. The Company will forward mail to an address nominated by the Customer on a weekly inclusive basis (cost of materials and postage invoiced separately) or on an agreed basis – for any additional Mail Forwarding the customer will pay a Mail Forwarding fee of £2.50 each time in addition to any extra cost of materials and postage.



19. It is the responsibility of the Customer to notify the Company of any change to home, registered or business address; or any change to directors or other named recipients of mail in writing, during the period of the Mailbox Agreement.
20.
  - i. The rights and obligations of the Company and the customer under this Agreement shall be governed and construed in accordance with English law.
  - ii. The Customer may not assign any of its rights or benefits hereunder.
  - iii. These Terms and Conditions shall prevail notwithstanding any conflict with the terms and conditions of any order or contract submitted by the Customer in respect of the Mailbox Service or any other services provided by the Company.

## Privacy Policy for Virtual Office Services

This policy explains when and why we collect personal information, how we use it, the conditions under which we may disclose it to others and how we keep it safe.

### **What information is being collected? & Why is it being collected?**

By providing us with your Company Name, Name, Home Address, Postal Address, Telephone/Mobile Number, Email Address and Website Address, you enable York Hub to provide you with the service(s) you select.

We will also need your Title, First Name, Middle Name(s), Surname, Date of birth, National Insurance or Passport Number and Full Address to enable York Hub to meet Money Laundering Regulations.

In all cases, we will only request information we need to provide you with the service(s) you have requested.

The lawful basis for collecting this data is necessary to fulfill the performance of our contract with you.

### **Who is collecting it? & How is it collected?**

In accordance with guidance issued by the Information Commissioner's Office (ICO), York Hub is considered the "data controllers" (the holders, users and processors of personal data) for the purposes of GDPR.

We collect the data from you when you complete the application form for a virtual office service.

### **How will it be used?**

When we collect information from you, we will ask you if you wish to receive information about social events, our services and any updates in relation to what we offer and e-newsletter. You can of course opt out at any time.

Your Title, First Name, Middle Name(s), Surname, Date of birth, National Insurance or Passport Number and Full Address will enable York Hub to complete an Anti-Money Laundering Check to meet Money Laundering Regulations.

### **Who will it be shared with?**

We will not sell, distribute or lease your personal information to third parties. Information will only be distributed if required to do so - if requested by the Police, HM Revenue and Customs, Trading Standards or other appropriate legal authority.

### **Controlling your personal information (Access, Correction, Deletion)**

If you wish to access or amend any personal information we hold about you, or request that we delete any information about you, you may contact us by email or in writing at the below address.

(York Hub, Popeshead Court Offices, Peter Lane, York YO1 8SU)

In the event that you need to amend your address, we will also need to verify this by seeing an up to date form of ID with your new address on it (such as recent utility bill or bank statement). This can be a certified copy or the original document.



**How long data will be stored for?**

Your personal data will be stored until such time as we no longer need it to fulfill the obligations of our contract.

**How we protect your information.**

Protecting your data is important to us and we have put in place security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We have put in place procedures to deal with any suspected personal data breaches and will notify you and any applicable regulator of a breach where we are legally required to do so.

**Your rights in relation to your data.**

The purpose of this Privacy Notice is to fulfil your right to be informed about the use of your personal data. In addition:

- **The right of access** - Individuals will have the right to know exactly what information is held about them and how it is processed. If you wish to request copies of your personal data please contact us by email or in writing at the below address.  
(York Hub, Popeshead Court Offices, Peter Lane, York YO1 8SU)
- **The right of rectification** - Individuals will be entitled to have personal data rectified if it is inaccurate or incomplete.
- **The right to erasure** - Also known as 'the right to be forgotten', this refers to an individual's right to having their personal data deleted or removed without the need for a specific reason as to why they wish to discontinue.
- **The right to restrict processing** - Refers to an individual's right to block or suppress processing of their personal data.
- **The right to object** - In certain circumstances, individuals are entitled to object to their personal data being used. This includes, if a company uses personal data for the purpose of direct marketing, research, or for the performance of a task in the public interest.
- **The right to lodge a complaint** - You can lodge a complaint about the data controller with the ICO.

Further details about GDPR and your rights under GDPR can be found on the ICO's website at <https://ico.org.uk/>.