



The SME Centre of Excellence – Terms and Conditions

Please read these Terms and Conditions carefully before engaging any of the services from the SME Centre of Excellence.

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all clients who wish to use our Virtual/Registered Office services.

Upon purchasing the Service through our website – you accept these terms and conditions.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

Subscriptions

The Service is billed on a subscription basis. You will be billed in advance on a recurring basis on the exact date of each calendar month beginning from the date you agree to use our Virtual/Registered Office services.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by The SME Centre of Excellence.

The SME Centre of Excellence has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that The SME Centre of Excellence 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, goods or services available on or through any such web sites or services.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision of these terms is necessary, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Us

If you have any questions about these Terms and Conditions, please contact us directly on grow@smecofe.com or **01661 823 234**.

The SME Centre of Excellence – Contract

SPECIFICATION

1. The services to be provided are for the delivery of the **Virtual/Registered Office** services
2. The standard fee will be £15.00 per month per company. VAT is charged at a rate of 20% making the total at **£18.00 per month per company**
3. For any add-on services, the fees for these are determined independently and will necessitate an entirely separate contractual agreement
4. The duration of this contract is **6 months**
5. At the end of this 6 month period the contract will run on a rolling monthly basis
6. Should the client wish to terminate this agreement at any point, one month's notice will need to be issued to the Service Provider

BACKGROUND

The Client has requested that the Service Provider Virtual/Registered Office services to the Client.

This Agreement is entered into between the Parties for the provision of a Virtual/Registered Office (as defined below) by the Service Provider to the Client as further detailed and set out in the Specification subject to the provisions of this Agreement.

The Service Provider and the Client agree to be bound by this Agreement in respect of the delivery of services by the Service Provider to the Client.

The Client acknowledges that they have read this Agreement and understands and agrees to be bound by it.

IT IS AGREED:

1 DEFINITIONS

In this Agreement the following words shall have the following meanings

- a) **'Commencement Date'** means the date that the delivery of service will begin. It is agreed that this date will be on
- b) **'Services'** means the specific services to be delivered by the Service Provider as set out in this Agreement and the Specification
- c) **'Fees'** means the sum to be calculated as set out in the Specification
- d) **'Parties'** means the Service Provider and the Client, and **'Party'** shall mean either one of them;
- e) **'Specification'** means the terms and specifics set out in the section entitled Specification.

2 SERVICES OVERVIEW

- a) The Service Provider shall provide the Services to the Client in consideration for the Client paying the Fee to the Service Provider, subject to the provisions of this Agreement.
- b) The Service Provider shall start delivering the services on the Commencement Date.
- c) The services shall be performed by such employees or agents that the Service Provider may choose as the most appropriate to carry out the services

3 VIRTUAL / REGISTERED OFFICE SERVICES

Upon the terms and subject to the conditions set forth in this Agreement, the Service Provider shall provide to the Client the following:

- a) A fully functional business address with your business name located at 19 Main Street, Ponteland, Newcastle Upon Tyne, NE20 9NH
- b) A dedicated mailbox for your business with a mail storage service at no extra cost

4 FEES AND PAYMENT

- a) The Service Provider shall be entitled to invoice the Client upon the agreement that Virtual/Registered Office services are to be provided
- b) The payment of the Fees shall be made by the Client to the Service Provider on a monthly basis via Standing Order on the exact date of each calendar month from the commencement date.
- c) All amounts stated are inclusive of VAT and any other applicable taxes unless stated otherwise
- d) If the Client does not make payment on the agreed monthly basis date, the Service Provider shall be entitled to:
 - i) Charge interest on the outstanding amount at a rate of 4% above the Bank of England base rate accruing daily;
 - ii) Require the Client to pay, in advance, for any services (or any part of the services) which have not yet been performed
 - iii) Not perform any further services (or any part of the service)

5 CLIENT OBLIGATIONS

During performance of the services the Client will:

- a) Co-operate with the Service Provider as the Service Provider reasonably requires;
- b) Provide the information and documentation that the Service Provider reasonably requires
- c) Ensure that the Clients staff and agents comply with and assist the Service Provider where appropriate

6 OWNERSHIP AND INTELLECTUAL PROPERTY

- a) In connection with the provision of services the Service Provider may generate, create, write or produce reports, advice, analyses, designs, methodologies, code or any other output, (hereinafter referred to as "Output") as required in accordance with this Agreement.
- b) Unless otherwise agreed by the Parties, any copyright and database right (and any other intellectual property rights) in the services and/or Output (or any other material created or prepared) created and provided to the Client by the Service Provider in accordance with, and specifically for the purposes of, this Agreement shall belong to the Client.
- c) Any copyright and database right (and any other intellectual property rights) in any other materials ("Ancillary Materials") provided by the Client, which were not created pursuant to this Agreement, or which are specified shall belong to the Service Provider.

The SME Centre of Excellence, 19 Main Street, Ponteland, Newcastle upon Tyne, NE20 9NH

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7 CONFIDENTIALITY

- a) Each party ('receiving party') shall keep the confidential information of the other Party ('supplying party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Supplying Party for the purpose of performing the Receiving Party's obligations under the Agreement. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause, and ensure that the Receiving Party's officers, employees and agents meet the obligations.
- b) 'Confidential Information' means all information relating to the Supplying Party which might fairly be considered to be of a confidential nature and includes, but is not limited to:
- i) Information of whatever nature, without limitation, which is obtained in any form by the Receiving Party from the Supplying Party or its advisers, or by observations during meetings, consultations and/or demonstrations;
 - ii) Information of whatever nature relating to the business activities, practices and finances of the Supplying Party;
 - iii) Any evaluation material, design work, strategic plans or ideas, innovations, creative plans, concepts and ideas and any other plans or ideas developed by the Supplying or on its behalf whether relating specifically to the Services or otherwise
 - iv) Any information derived from the information falling within i), ii) or iii) above;
 - v) Any copy of any of the foregoing; and
 - vi) The fact that discussions are taking place between the parties to this Agreement but does not include information which is:
 - vii) Publicly available, other than as a result of this Agreement;
 - viii) Lawfully available from a third party free from any confidentiality restriction; or
 - ix) Provided by the Supplying Party and marked 'Non-Confidential'; or
 - x) Required by law or regulation to be disclosed, but to the absolute minimum necessary and provided that the Supplying Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.
- c) If there is any doubt as to whether any particular information constitutes Confidential Information written confirmation is to be obtained from the Supplying Party
- d) The obligations in this clause shall not apply to any information which:
- i) Was known or in the possession of the Receiving Party before it was so provided by the Supplying Party;
 - ii) Is, or becomes, publicly available through no fault of the Receiving Party;
 - iii) Is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - iv) Was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or

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- v) Is required to be disclosed by order of a court or competent jurisdiction
- e) This clause shall survive termination of this Agreement

8 COMPETITION

The Parties (and/or their employees, agents or representatives) shall be free to provide services or engage in any form of activity (included, but not limited to, any business, investment or financial activities) whether for themselves or on behalf of or to other organisations, companies or individuals who are or are potentially direct or indirect competitors of the other Party.

9 WARRANTIES, LIABILITIES AND INDEMNITIES

- a) The Service Provider warrants that it will use reasonable care and skill in performing the Services.
- b) Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss of turnover, profits, business or goodwill.

10 INDEMNITY

- a) The Client agrees with the Service Provider through the terms of this Agreement to indemnify and keep indemnified the Service Provider and its employees, agents and representatives (each being an 'Indemnified Party') against any and all loss, damage or liability (whether criminal or civil) suffered and any legal or other fees and costs incurred by the Service Provider resulting from:
 - i) The Services or Output provided under this Agreement
 - ii) Any transaction, contract, event or matter arising from or connected with the provision of the Services; or
 - iii) The appointment of the Service Provider
- b) The Client shall not be liable under the indemnity given under this clause where a court giving a final judgement holds that any loss, damage or liability is the result of the gross negligence, wilful misconduct or bad faith of an Indemnified Party.

11 JURISDICTION

This Agreement shall be subject to and interpreted in accordance with the law of England and Wales whose courts of England and Wales shall have non-exclusive jurisdiction.

12 TERMINATION

- a) Without prejudice to the other remedies or rights a Party may have, this agreement may be terminated:
 - i) Forthwith by either party if the other commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within 21 days of a written request to remedy the same;
 - ii) Any time by either party upon service of the following period of notice in writing to the other:
 - iii) Forthwith by the Service Provider if the Client fails to make payment of any sums within 14 days of such sums falling due;
 - iv) Forthwith by either party if the other shall become unable to pay its debts or otherwise suffer insolvency events;
 - v) Forthwith by the Service Provider upon notice to the Client in the event that the Client or its employees or agents shall engage in any conduct prejudicial to the business of the Service Provider or in the event that the Service Provider considers that a conflict or potential conflict of interest has arisen between the parties

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- b) On termination of this Agreement, the Client shall pay for all Services provided up to the date of the termination, and for all expenditure falling due for payment after the date of termination from commitments reasonable and necessarily incurred by the Service Provider for the performance of the Services prior to the date of termination.
- c) Any termination of the Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force on or after such termination.

13 GENERAL

a) Force majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of the party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such continue for an extended period of more than 6 months, either party may terminate this agreement by written notice to the other party.

b) Amendments

This agreement may only be amended in writing signed by duly authorised representatives of the parties.

c) Assignment

Subject to the following sentence, neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of their rights and obligations under this Agreement without the prior written agreement of the other party. A party may however assign and transfer all rights and obligations under this agreement to any person to which it transfers all of their business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this agreement.

d) Entire Agreement

This Agreement contains the whole agreement between the parties in respect of the provision of the specified Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

e) Waiver

No failure or delay by the Service Provider in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

f) Agency, partnership etc

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This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship expressly provided for in this Agreement. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

g) Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

h) Announcements

No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes the other party with a copy of such announcement or information and obtains the approval of the other party to its terms. However, no party shall be prohibited from issuing or making any such public or disclosing such information if it necessary to do so to comply with any applicable UK Law.

i) Interpretation

In this Agreement unless the context otherwise requires:

- i. The headings to the clauses schedules and paragraphs of this Agreement are not to affect the interpretation
- ii. Where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'

14 DATA PROTECTION

We take your data protection and processing extremely seriously. Our GDPR compliant privacy policy can be found on our website at www.smecofe.com.