



*Habilito Ltd trading as **City Business Center** – Terms and Conditions of Virtual address, DropShop and Mailbox Rental / Location services (valid from 1<sup>st</sup> March 2016)*

Subject to the customer ("the Customer") observing the Terms and Conditions set out below, City Business Center. ("The Company") agrees to provide a mailbox service ("the Mailbox Service") to the Customer for the term ("the Term") at the premises ("the Premises") specified upon receipt of the payment ("the Payment").

1. The Mailbox Service provided by the Company will consist of the following services:
  - i. The Company will provide the Customer with a mailbox address at the Premises for which the Customer will pay a Registration Fee.
  - ii. Where a physical mailbox is requested at the Premises, the Company will provide the Customer with a key to that mailbox for which the Customer will pay a Key Deposit Fee, refundable on return of the key promptly at the end of the Term.
  - iii. Where a virtual address service is requested at the Premises, the Customer can collect mail from the service counter during the Premises opening hours.
  - iv. The Customer may use the Mailbox Service address provided by the Company as the Registered Address at Companies House, provided that the Customer complies with Companies House requirements and pays an annual Registered Company Address Fee.
  - v. The Company will receive on the Customer's behalf all pre-paid mail addressed to the Customer's mailbox and will deposit the same in the Customer's mailbox.
  - vi. 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 item, the Customer will pay any costs or fees associated with its refusal or return.
  - vii. The Company will receive items requiring payment or cash on delivery, subject to the Customer making advance arrangements for their receipt and prepayment to the Company for said items.
  - viii. The Company will receive and sign for items on behalf of the customer BUT only on an "as is" basis and will not be held responsible or liable for the contents however received
2. Payment for the Mailbox Service ("the Payment") is payable in full in advance. The Customer may terminate the Mailbox Service at any time. There will be no refunds for early termination by the Customer. The Mailbox Service may not be transferred to a 3<sup>rd</sup> party.
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. in the Company's opinion, delivery of the item is in breach of Condition 7; or
  - iv. the Customer is using the Mailbox Service for the delivery of unreasonably large items of mail or an unreasonable volume of items of mail; or
  - v. any item received is addressed to an individual or business name not listed as a mailing name within the Agreement; or
  - vi. If the Mailbox Service is being used for the storage or delivery of items of value.
  - vii. There is any tax or duty to be paid
4. If the Customer breaches any of these Terms and Conditions, the Company may terminate the Mailbox Service forthwith. The Customer following termination hereby authorises the Company at the Company's absolute discretion either to retain, or 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.
5. If the Customer fails to make any Payment, any mail received after the expiry of the existing agreement may, at the Company's absolute discretion, be retained for up to 30 days pending Payment. In this event a Late Payment Fee will be charged.

6. If the Customer uses the Mailbox Service address in any advertising undertaken via third parties including but not limited to printed or online directories, search engine portals or on the Customer's own or any other websites, Payment will be required to cover the entire advertising period for which the Mailbox Service address is displayed.
7. If any Payments or other sums are outstanding to the Company, the Company shall have title over all uncollected items until such Payments are made.
8. The Customer undertakes not to use the Mailbox Service for any purpose which is deemed to be illegal or antisocial and if it does so it acknowledges that the Company may report the same to any relevant authority; and Not to send or deliver or permit to be sent or delivered to the Premises any illegal, banned, defamatory, obscene, Live, combustible, hazardous, dangerous or bulky object or material.
9. If the Customer is in breach of condition 8 of these Terms and Conditions, then the Company may terminate the mailbox service with immediate effect. In this instance there will be no refund of the Payment.
10. The Customer authorises the Company and any of its representatives to sign at their discretion on the Customer's behalf for any deliveries addressed to the Customer's mailbox address.
11. If the Customer fails to remove any item within 28 days of notice to that effect being given ("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 at the Customer's expense.
12. Any person having possession of the Customer's mailbox key is deemed to be authorised by the Customer and the Company will not be bound to enquire into the authority of such a person. The Company will not be liable for any loss or damage arising in the event that the key is in the possession of an unauthorised person.
13. If the Customer loses the key of the mailbox or fails to return it to the Company on termination of this Agreement, the Customer will forfeit the Key Deposit Fee referred to in 1.ii above. The customer will pay a Key Replacement Fee if a new key is required.
14. The Customer will indemnify the Company against any expense, liability, loss, claim or proceedings incurred by the Company arising from use by the Customer of the Mailbox Service, except to the extent that the same is caused by the negligence of the Company.
15. The Customer may check by telephone or email to see if they have any mail. The Company is not obliged to open and read mail or tell who it is from unless the Mailcheck service has been purchased.
16. Packages and oversized mail received addressed to the Customer will be held for one week at no extra charge, after which a Package Holding Fee will be levied per item held, per day or fraction thereof.
17. Where the Customer utilises the Mailbox Service for the regular receipt of parcels or significant volumes of mail which exceed the capacity of the mailbox allocated, a Mail Handling Fee will be applied at the discretion of the Company.
18. The Mailbox Service is not to be used for the storage or delivery of items of value. The Company has no knowledge of the condition or value of any item of mail and will not accept notification of value. The liability of the Company in respect of any damage or loss is limited to £5 for each claim and in aggregate shall not exceed the amount of the Payment in any Term.
19. The Company shall not be liable for any indirect or consequential loss, including loss of profit, 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 misdelivery on the part of Royal Mail or any other carrier.
20. a) In order to activate the mailbox service the Customer is required to provide:
  - . the full name, address and telephone number of all persons for whom mail is to be received, held or forwarded;
  - i. The nature of business to be undertaken or reason for rental where rental is not for business purposes. A business can be defined as an activity involving the sale of goods and/or services;
  - ii. Two original forms of identification, or suitably certified copies, for all persons for whom mail is to be received, held or forwarded, of a type approved by the Company, including a 'proof of identity'

and a 'proof of address.' The Company may disclose this information if requested by an appropriate authority or if required for the pursuit of legal action.

b) If the Customer fails to produce valid forms of identification within 30 days of the commencement of the Term, the Company may at its sole discretion refuse to accept delivery of items and/or return them to sender.

c) The Company may at its sole discretion refuse to offer the Mailbox Service to anyone under the age of eighteen.

#### 21. Additional Names

- . Holders of a "Personal" mailbox service are entitled to the primary box holder's name plus one different last name within the Payment. A "Personal" mailbox may not be used for commercial purposes.
  - i. Holders of a "Business" mailbox service are entitled to have up to 4 names listed as recipients of mail.
  - ii. Additional names listed are subject to a monthly Additional Names Fee.
- 22. The Customer may select the Post / Parcel Forwarding service. The Company will forward mail to an address nominated by the Customer on an agreed or on request basis. For this service the Customer will pay a Post / Parcel Forwarding Fee in addition to the cost of materials and postage or courier charges each time mail is forwarded. The Post / Parcel Forwarding fee will be payable in advance or a deposit on account to cover such expenses
- 23. It is the responsibility of the Customer to notify the Company of any change in address or contact details, or any change to named recipients of mail in writing, during the period of the Mailbox Agreement.
- 24. The rights and obligations of the Company and the Customer under this Agreement shall be governed and construed in accordance with English law.
  - . The Customer may not assign any of its rights or benefits hereunder.
  - i. 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.
- 25. Where the Customer has purchased the mailbox rental service online, the Customer may cancel the order and receive a full refund provided the Company receives the Customer's request in writing within 24 hours of the purchase transaction. The Mailbox Service purchase will be considered live and operational once the Company has issued the mailbox number. The Term will commence at this time. Any cancellation of a Personal Mailbox Service, where the service has not been used, made up to 14 days after this point, will incur a cancellation charge of £25 including VAT to cover administration costs. In all other circumstances clause 2 will apply.
- 26. Notwithstanding clause 2, payment may be made in instalments in limited, specific circumstances, under the City Business Center Direct Debit scheme where this is offered by the Company.
- 27. Where the Company offers an SMS mail notification service, Customers requiring this service will pay an SMS fee.
- 28. The Company is obliged to maintain accurate and current details of the Customer as required by relevant UK authorities. These requirements may change from time to time. The Customer will promptly advise any change in details and provide all information reasonably requested and accepts that mail and packages may be withheld and/or inspected at the Company's discretion, pending investigation of information provided.
- 29. Under the Money Laundering Regulations 2007 (as updated from time to time) the Company may be required to verify the identity of the Customer and any additional names associated with the Agreement. This may include checking against electronic and other databases (public or otherwise).
- 30. Data Protection Act 1998 (the Act)
  - . Any information provided by the Customer in connection with the Mailbox Service may be used to verify identity. Customer information will be held securely on the Company's systems.

- i. The Company may, at its discretion share the Customer's information with other companies within the City Business Center group and their trading partners for use exclusively in connection with the provision of serviced and/or virtual offices and related services. Information will not be passed to any other party without the Customer's express permission, unless the Company is required to do so by law or regulation.
- ii. The Company will store the Customer's information and verification thereof in accordance with relevant legislation after which it will be destroyed. The Act confers rights of access to certain information held by the Company for the prevention or detection of offences for fraud prevention purposes. The Company may share any information collected with the Police and other official departments to assist with investigations and/or enquiries as well as other public or private sector agencies or representative bodies complying with legislation and in accordance with relevant statutory and regulatory obligations.
- iii. The Company may share with the Customer information about other goods and services by email and/or direct mail which may be of interest to the Customer. The Customer can select not to receive this information by writing.

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