

Fitzwilliam Business Centre Virtual Office Terms and Conditions

1 INTERPRETATION

- 1.1 "The Licensor" means Fitzwilliam Business Centre Virtual Office its successors and assigns.
- 1.2 "The Licensee" means the person(s), partnership or corporate entity that has subscribed to be a party to this agreement as per first schedule.
- 1.3 "The Property" means the provision of a high quality uniquely identified mailbox at Fitzwilliam Business Centre location identified on first schedule. Mail is held for collection for the Licensor and is available for collection during normal working hours as stated hereunder.
- 1.4 "Licence Agreement" means the Licensor will allow the Licensee to use the Property, on a non exclusive basis, for a limited period under the management and control of the Licensor.
- 1.5 "Charges" means the fee payable by the Licensee to avail of the Property and Facility(s).
- 1.6 "Facility" means any of the virtual office plans on Fitzwilliam Business Centre Virtual Office's website and defined on Appendix 1. Chosen Facility is identified on first schedule.

2 GENERAL TERMS

Fitzwilliam Business Centre's normal working hours are 8.30 a.m. to 5.30 p.m., Monday to Friday, excluding public holidays of the Republic of Ireland (ROI) and on Good Friday, 8.30 a.m. to 5.00 p.m. on Fridays preceding bank/public holiday Monday. Fitzwilliam Business Centre is closed for the Christmas period from 12.00 p.m. on December 23rd to the first week day proceeding the New Year's Day public holiday or as agreed by management.

The Licensor shall provide the Property and the Facility(s) to the Licensee, pursuant to this Agreement.

The Licensor is providing the Licensee with a mailbox, Business Address and/or Registered Address and/or a telephone forwarding/answering service.

This Facility involves receiving mail on behalf of Licensee and holding at the uniquely identified Property, receiving Telephone calls and Faxes on behalf of the Licensee. These communications are forwarded to the Licensee in a pre-agreed format to an agreed destination.

The Licensor assumes no liability or responsibility for any delays, deletion, incorrect delivery, non-delivery, or failure to store any Licensee communications or personalised settings.

The Facility may incorporate:

- a) All incoming telephone calls are handled automatically according to the Licensee's predetermined choice of greeting.
- b) The choice of Property location of the Business Centre as identified on the first schedule.
- c) All Payments by the Licensee will made be via standing order or credit card and fall due for payment monthly in advance.
- d) All outbound telephone calls or faxes made on behalf of the Licensee are charged at Eircom Standard rates that apply at the time of the call.
- e) All redirected post is charged at normal postal rates at the date of the event.
- f) The Licensor has the right to charge additional fees should the number of inbound voice and fax calls exceed ten per day.
- g) The Licensor confirms that the property location No. 5 Maidstone Buildings Mews can only be used a business address and not as a registered office address.
- h) The Licensor confirms that the property location No.5 Maidstone Building Mews cannot accept personal callers.

3 PROOF OF IDENTITY

The Licensee agrees to provide the following documentation to the Licensor in pursuance of the Licensor's obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 in the ROI and The Money Laundering Regulations 2007 in the UK.

If a Sole Trader or Partnership:

- a) Photo identification for each Partner (current driving licence or passport).
- b) Current utility bill for each Partner.
- c) Nature of business activity.

If a Company:

- a) Photo identification for each Director (current driving licence or passport).
- b) Current utility bill for each Director.
- c) Sight of the original Certificate of Incorporation of the Company.
- d) Nature of business activity.
- e) Details of Beneficial Owners of the Company.
- f) Registered Company Number (UK Only).

4 CHARGES

The Licensee agrees to pay, in advance and on demand, such charges as may be fixed from time to time by the Licensor in respect of the Property and Facility(s) provided and any additional services as per appendix 2. VAT is applicable to specific service elements of our virtual office plans at the current rate and is subject to change.

5 REFUND POLICY

Refunds are not available for unused Facility(s). On expiry of the term, all excess money on a Licensee's account will be refunded in line with the terms and conditions.

6 LICENSEE DETAILS

In consideration of use of the Property and Facility(s), the Licensee agrees to: (a) provide up to date accurate and complete information about the Licensee; (b) maintain and promptly update the Licensor in order to keep the Licensee's details accurate, and up to date. If the Licensee provides any information that is misleading or untrue, the Licensor has the right to suspend or terminate (immediately and with or without notice) the Licensee's account and refuse any and all current or future use of the Property and Facility(s) (or any part thereof).

7 ALTERATION, MODIFICATION OR UPGRADE OF SERVICE

- 7.1 The Licensor reserves the right at any time to modify or discontinue, temporarily or permanently, the Property and Facility (or any part thereof) with or without notice to the Licensee. The Licensee agrees that the Licensor shall not be liable to the Licensee or any third party for any modification, suspension or discontinuation of the Property and Facility(s). The Licensor shall then repay to the Licensee (s) a proportion of any charges paid in advance by the Licensee (s), equal to the unexpired period of the Licence providing no sums howsoever arising remain unpaid on the account of the Licensee.
- 7.2 The Licensor reserves the right to monitor the Facility(s) from time to time. The Licensee offers its consent to the Licensor for access, use and disclosure of any information to law enforcement agencies to aid the investigation of unlawful activity, if so requested by such an agency.
- 7.3 The Licensor operates fair usage policy and reserves the right to limit the Facility(s) of Licensees at certain times if they are deemed to be

using the Facility(s) in an excessive manner.

The Licensee's address Facility with Fitzwilliam Business Centre Virtual Office is not to be used for the purposes of mass circulation via post, fax or telephone. The usage is based on what the Licensor reasonably terms to be normal usage.

8 TERMINATION

8.1 The Licensee agrees that the Licensor, in its sole discretion, at any time without notice, may terminate the Licensee's account or any part thereof or use of the Property and Facility(s) or any part thereof and remove and discard any messages within the Property and Facility(s), for any reason, including but not limited to (a) if the Licensor believes that Licensee has violated or acted inconsistently within the terms and conditions; (b) if the Licensee provides incomplete, inaccurate or untrue information to the Licensor; (c) if the Licensor decides to discontinue offering the Property and the Facility(s) or (d); if the Licensee is in default of payment by more than 10 days. In addition to the Licensor requiring the Licensee to discharge all its arrears to date it will also be liable to a reconnection fee of €100.00.

8.2 The Licensee agrees that the term of this agreement shall be extended on a monthly basis unless one calendar month's written notice of the intent to terminate the tenancy has been received by the Licensor from the Licensee.

8.3 Upon termination, the Licensee shall have no right to use the Property or the Facility(s) and the Licensor will have no obligation to forward any unsent, unread, or stored messages to the Licensee or any third party.

8.4 The Licensee agrees that following the termination of Facility(s) for any reason whatsoever, the Licensee's telephone number may be re-assigned immediately to another Licensee of the Facility(s). Furthermore, upon termination, the Licensor will have no obligation to inform anyone dialling the Licensee's former telephone number/fax number assigned prior to termination about the termination or any other information relating to Licensee's termination of the Service. The Licensor reserves the right to refuse the Facility(s) to any Licensee whose Facility(s) was terminated by The Licensor or who previously terminated the Facility(s) for whatever reason. The deposit is refundable at the termination of the agreement providing no sums howsoever arising remain unpaid on the account of the Licensee.

9 LICENSEE CONDUCT

9.1 The Licensee understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), transmitted through the use of the Facility(s), is the sole responsibility of the person from which such Content originated.

9.2 The Licensee and not the Licensor is solely responsible for all Content transmitted through the use of the Facility(s). The Licensor does not guarantee the accuracy, integrity or quality of any Content transmitted through the Facility(s).

9.3 Under no circumstances will the Licensor be liable for any Content, including but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind whatsoever incurred as a result of the use of the Service. The Licensor will not be liable for any Content sent to the Licensee that is offensive, indecent or objectionable in any way. The Licensor reserves the right to take any action, with or without any notice, including but not limited to terminating the Licensee's account, for any transmission of Content by a Licensee that violates any agreements between the Licensor and its suppliers and partners.

9.4 The Licensee agrees to not use the Property and the Facility(s) to: (a) transmit any Content that is unlawful, obscene, threatening, harmful, libellous, or otherwise objectionable in any manner; (b) conduct any illegal activities; (c) impersonate an individual or an entity or an affiliation with an individual or an entity; (d) infringe any third party's patent, copyright, trademark, trade secret or other proprietary rights;

(e) offers, promotional materials, junk or spam mail.

10 INDEMNIFICATION AND DISCLAIMER

10.1 The Licensee agrees to indemnify and hold the Licensor, and its subsidiaries, affiliates, officers, agents, or other partners, and employees, harmless from any claim or demand, including reasonable litigation fees, made by any third party due to or arising out of the Licensee's use of the Facility(s) or violation of the terms and conditions, or the Licensee's violation of any rights of another Licensee, person or entity.

10.2 The Licensee expressly understands and agrees that: (a) the Licensee's use of the Property and the Facility(s) is at the Licensee's sole risk, the Property and the Facility(s) is provided on an "As is" and "As Available" basis and the Licensor expressly disclaims all warranties of any kind whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non infringement; (b) the Licensor makes no warranty that (i) the Property and the Facility(s) will meet the Licensee's requirement, (ii) the Facility(s) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Facility(s) will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by the Licensee through the service will meet the Licensee's expectations, (v) the quality of transmission of fax or voice data will be accurate, legible or audible, (vi) the transmission of fax or voice data will be complete, (vii) any errors in the software will be corrected; (c) any material downloaded or otherwise obtained through the use of the service is done at the Licensee's own discretion and risk and that the Licensee will be solely responsible for any damage to the Licensee's computer system or loss of data that results from the download of any such material; (d) the Licensor assumes no responsibility for the deletion or failure to store fax, voice and email messages and any other personalisation settings; (e) no advice or information, whether oral or written, obtained by the Licensee from the Licensor or through or from the service shall create any warranty not expressly stated in the terms and conditions.

11 TERMINATION OF A REGISTERED OFFICE

11.1 The Licensor agrees to provide a Property and Facility(s) to the Licensee, whereby it will offer a location to the Licensee that it may use as an address for its registered office in the Republic of Ireland subject to the conditions set out in sections 11.2 to 11.6.

11.2 The Licensee will not carry on business in a manner which is contrary to Irish, UK and International Law.

11.3 In the event of the Licensee breaching these laws, the Licensor upon being notified of such breach or becoming aware of such a breach can immediately and without notice terminate the Licensor's services towards the Licensee, without any compensation or liability to the Licensee whatsoever.

11.4 The Licensee undertakes that on the happening of such an event to automatically release the Licensor from all its obligations to the Licensee.

11.5 The Licensee also agrees to notify the Companies Registration Office immediately and deliver any necessary documentation to inform it of its change of Registered Office and Business Address.

11.6 The Licensee accepts that on the happening of such an event, the Licensor can disassociate itself from the Licensee and will not henceforth be responsible for providing any Facility(s) to the Licensee.

It is agreed by all parties to this Agreement that the purpose of this clause is to protect the Licensor at all times against any illegal or unlawful actions carried on by the Licensee and that in the event that the Licensee defaults on this agreement, the Licensor can seek legal remedies without any notice to the Licensee.

GENERAL

These terms and conditions are personal between the Licensee and the Licensor and govern the Licensee's use of the Property and the Facility(s), superseding any prior agreements between the Licensee and the Licensor. The agreement is not transferable and any attempt by the Licensee to rent, lease, sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. The terms and conditions and the conduct, of the parties hereto shall be governed by the laws of the Republic of Ireland. The failure of the Licensor to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. If any provision of the terms and conditions is found by a Court of competent jurisdiction to be invalid, the parties nevertheless agree that the Court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of these terms and conditions remain in full force and effect.



Virtual office plans and prices

What's Included	Post Box	Auto Office	Business Concierge
Business address	✓	✓	✓
Registered office	✓	✓	✓
Mail acceptance	✓	✓	✓
Fax acceptance & forwarding	✓	✓	✓
Access to meeting rooms	✓	✓	✓
Dedicated phone number		✓	✓
Call forwarding		✓	✓
Voicemail with remote access		✓	✓
Personalised call answering			✓
Message handling			✓
Monthly call reporting			✓



Services

Secretarial / Administration Services	Rates
Highly qualified receptionists available to handle all your business needs as word-processing, personal administration and research.	€15 / Half Hour – Min. Charge €30 / Hour
Daily mail Franking and Delivery	
Incoming and outgoing mail handled and sorted daily. Registered post (Hand delivery to Post Office)	An Post Standard Rate + 20% €6 / Post office delivery
Typing	
Highly qualified Fitzwilliam Business Centre team members handle all your Word-Processing required.	€4.00 – 0-150 / Words €0.45 / Label
Document Binding	
Professional Heat Sealed or Ring Binding for all your documents.	€4.00 / Document
Laminating	
For all your laminating requirements	€1.50 / Page
Courier Services	
Daily service with in-house collection and delivery.	Cost plus 20%
Water Cooler and Bottled water	
Own Supply of Ballygowan Water.	€20 per month €9 for each additional 19L water
Stationary	
We can supply you with all your stationary needs.	Cost plus 20%
Newspapers	
We can supply you on a daily basis with all your newspaper requirements.	Cost plus 20%



All bookings are subject to availability, Payment in advance may be required
Fitzwilliam Business Centre operates from 8:30 until 17:30 Monday to Friday

Meeting rooms, Boardrooms and Conference rooms

Fitzwilliam Business Centre team will assist you tailor your meeting to suit your individual needs.

Pembroke Suite	Rates
Elegant Georgian Styled Boardroom. Rent includes Wi-Fi Internet Connection, flip chart, Screen Hire & Computer Projector.	€45 per hour Half Day Rate €150 / Full Day Rate €240 Boardroom style up to 16 people
Baggot Suite	
Interview room Rent includes High speed internet connection and Flip Chart.	€25 per hour Half Day Rate €75 / Full Day Rate €125 Boardroom style up to 4 people
Benson Suite SJRQ	
Modern room fitted out to suit all your meeting requirements. Rent includes High speed internet connection, flip chart, Audio Visual projector & screen.	€45 per hour Half Day Rate €150 / Full Day Rate €240 Boardroom style up to 14 people
Liffey Suite SJRQ	
Interview room Rent includes High speed internet connection and Flip Chart.	€25 per hour Half Day Rate €75 / Full Day Rate €125 Boardroom style up to 4 people
Hot Desks access in our Virtual Office Suite	
Rent includes access to High Speed Internet with access to printing & scanning facilities.	€25 Half Day Rate / €50 Full Day Rate €150 Weekly / €300 Monthly



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Meeting room Boardroom and conference facilities

At Fitzwilliam Business Centre you can be assured that your meetings will run smoothly with our state-of-the-art technology including the latest AV equipment available with our meeting rooms. To compliment your meeting we offer a range of refreshment options.

Video Conferencing	
<p>Latest Video Conferencing with ISDN or IP configurations available in our: Baggot Suite, Upper Pembroke Street Liffey suite, Sir John Rogerson's Quay</p> <p>Billed by Office IT</p>	<p>€95 Per Hour Call charges additional Pre Conference Test Call €45 euro For out of hours calls, contact Reception for assistance €195 Per Hour Call charges additional</p>
Audio Visual Projector	
<p>Superb Quality Audio Visual Projector & Screen Available in Benson Suite</p>	<p>Included in room hire.</p>
Computer projector & Screen	
<p>Superb Quality Projector & Screen for all your presentations and seminar requirements available in all our meeting rooms.</p>	<p>Included in room hire.</p>

Catering Facilities	Rates
<p>Tea, Coffee & Biscuits Water: Still or Sparkling Light lunch</p>	<p>€3.50 per person €1.20 per bottle Cost plus 20%</p>

Secure Car Parking	Rates
<p>On-site parking Pembroke St per hour</p>	<p>€3</p>
<p>On-site parking Pembroke St per day</p>	<p>€18</p>
<p>On-site parking SJRQ per hour</p>	<p>€2</p>
<p>On-site parking SJRQ per day</p>	<p>€15</p>