



SERVICE SUMMARY: VIRTUAL OFFICE /BUSINESS ADDRESS

MinorOak Coworking is a shared office for independent and remote workers, and we also host events and provide business addresses for members and a virtual office business mailbox service for non-members.

✓ Mail Heads-up

- When MinorOak receives mail for you, we will email you a picture of the envelope(s) so you know it's here and can see what kind of correspondence it is.

✓ Mail Pickup

- MinorOak is staffed for mail pickup on Mondays and Thursdays, with exceptions for holidays and unusual circumstances.
- Please call or email first before stopping by on other days so we can make sure someone is on hand.

✓ Mail Forwarding

- MinorOak will normally forward your mail within a week of receiving it.
- Our standard forwarding service includes 10 free letters a month within the UK.
- Greater volumes of mail can be invoiced with a charge per additional letter, or we can work out a fair adjustment to keep your costs the same every month.
- Please contact us about forwarding outside the UK, as costs and services will vary.

✓ Mail Scanning

- MinorOak will normally scan and e-mail your mail within a week of receiving it.
- The mail will be sent to you as a pdf secured with a pre-agreed password.
- Extra charges may apply for mail in excess of 10 letters per month.
- This service can be combined with mail forwarding or pick-up.

✓ Payment

- Please refer to the MinorOak Virtual Office / Business Mailbox webpage for current costs.
- Clients with standard packages will need to set up monthly payment by credit or debit card through Habu, our booking service.
- Your payment will be automatically collected on the first of each month.

✓ Late Payment

- If your payment bounces, it will be collected the following month. Penalties may apply.
- If your account is a month or more in arrears, this agreement terminates and all mail will be returned to the sender.

✓ Cancellation

- We require at least a month's notice to cancel the business mailbox service.
- If official mail continues to arrive for you after your requested end of service (i.e. your bank, HMRC, Companies House) or if your virtual office address remains on Google, on your website, or is visible on any of your online accounts, then the virtual office service is billable through the month when the situation is resolved.
- Any mail that arrives for you after the service is concluded will be returned to the sender.
- When your service ends, your mailbox will be reassigned. You will not be able to use the same mailbox number if you restart the service.

✓ Ownership and Management

- MinorOak is owned and managed by Deidre (Dee) Miller, dee@minoroak.com, 07867 881 202.

TERMS: VIRTUAL OFFICE / BUSINESS ADDRESS

MinorOak Coworking's virtual office services (the "Services") are services operated by MinorOak Coworking. ("MinorOak") of

4 Gedling Street,
Sneinton Market Unit 6
Nottingham NG1 1DS
UK

This Agreement, which governs the terms and conditions of your use of MinorOak Coworking's virtual office service, is between you ("You," "User," or "Client"), as an authorized user of the services, and MinorOak Coworking ("the company" or "MinorOak"). Client agrees that the services will be used only as provided in such terms and conditions and for legitimate business purposes.

A. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE

1. These services are offered to you conditioned on your acceptance, without modification, of the terms and conditions contained in this agreement. Your use of the services constitutes your agreement to the terms and conditions stated in this agreement.
2. Each person that uses the services, or that enters into a contract in writing or online on behalf of their employer or other third party, represents that they are authorized to accept these terms on their employer's or the third party's behalf.
3. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current services, including the release of new MinorOak resources and services.
4. In the case of any violation of these terms, MinorOak reserves the right to seek all remedies available by law and in equity for such violations.
5. Your continued use of this service constitutes your ongoing agreement to these terms as modified from time to time.

B. TERM; AUTOMATIC EXTENSION; TERMINATION

1. MinorOak Coworking Virtual Office Services can be purchased on an initial term of one (1) month. In each case, the agreement commences on
 - a. The date requested on the client questionnaire, or
 - b. On the date MinorOak Coworking sets up the mailbox(s) and invoices the client, if no specific date is requested.
2. Unless properly terminated, this agreement will be automatically renewed and extended for successive periods equal to the initial term (each a "renewal term") until terminated, as

provided herein, by either the client or MinorOak Coworking. The client may terminate the services upon expiration of the initial term or any renewal term by giving written notice of termination one month prior to the end of the existing term.

3. No prorated refunds shall apply and the client is still liable for any and all overage and post charges, if applicable, during the final term of agreement. In addition, the client is responsible for any monthly payments during the initial term or renewal term.
4. Client's notice to terminate the agreement must be in writing, and must be sent by either,
 - a. email addressed to dee@minoroak.com or
 - b. certified mail, return receipt requested, sent to MinorOak Coworking, 4 Gedling Street, Sneinton Market, Unit 6, Nottingham NG1 1DS.
5. MinorOak Coworking's written notice to terminate the Agreement shall be sent by either
 - a. email to client's email address on record with MinorOak Coworking, or
 - b. by first class mail to client's last known address on record with MinorOak Coworking.

C. ON TERMINATION OF AGREEMENT

1. Upon termination of the agreement for whatever reason, it is the client's responsibility to notify all parties of the client's change of address. Subsequent mail sent to the virtual office location will be returned to the sender (if applicable) and any additional services will terminate at that point.
2. On termination, the client agrees to remove all reference to the virtual office address or any other MinorOak services from all registration, business and marketing applications and records, including but not limited to: Companies House and other relevant company registers, bank accounts, websites, business cards, letterheads, promotional materials, etc. The company also agrees to cease offering and distributing marketing materials with the address upon termination of the agreement.
3. If official mail, such as letters from Companies House, the client's bank, or the HMRC, continues to arrive after the requested end of service, or if the virtual office business address remains on Google, the client's website, or any other online accounts, then the virtual office service is billable through the month when the situation is resolved.

D. MODIFICATIONS TO THE SERVICE

1. MinorOak reserves the right to modify or discontinue all or part of the service, temporarily or permanently. The client will be provided with a minimum of one month's notice.
2. Amended terms shall be effective immediately after they are posted on MinorOak Coworking's website, <https://www.minoroak.com/virtual-office-terms-of-service/>. User's

continued use of the service after the posting of the amended Terms on the Site constitutes user's affirmative:

- a. acknowledgment of the Terms and its modifications; and
 - b. agreement to abide and be bound by the Terms, as amended.
3. User acknowledges/agrees that MinorOak shall not be liable to the user or any third party in event that MinorOak exercises its right to modify/discontinue all/part of the service.

E. MODIFICATION OF USER RATES

The Company reserves the right, in its sole discretion, to change user pricing upon one month's notice

F. CHARGES & DEPOSITS

By electing to purchase subscription-based services, you warrant that all information you submit is true and valid, and you agree to pay all subscription and additional usage fees you incur, plus any applicable taxes.

1. Payment of your account balance and other applicable charges is due monthly and will be taken by direct debit for all standard virtual office and business mailbox plans unless otherwise agreed.

You agree to pay all amounts due, including late payment fees and any external agency collection costs. Each time you use the service, or allow or cause the service to be used, you agree and reaffirm that MinorOak is authorized to charge you. You agree that MinorOak may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle.

2. In the event of non-payment, MinorOak Coworking may at its sole discretion employ the services of an external 3rd party collection agency who will pursue arrears payment on our behalf. MinorOak Coworking reserves the right at any time to withhold any services provided under this agreement (with or without notice) or to terminate the agreement if fees are not paid by the end of the day they are due or if the funds due from any deposits have not been cleared.

Actual collection fees incurred by MinorOak Coworking will be applied to the initial arrears amount including any remaining contract balance. You agree to pay MinorOak Coworking 1.5% interest per month on all amounts owing and not paid when due. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the company.

3. Your set-up fees (if applicable) and recurring service fees are payable in advance and are non-refundable.

G. SERVICES/MAIL

1. MinorOak Coworking is bound by the Anti-Money Laundering Act, which requires us to obtain information such as proof of address and proof of ID for all individuals on whose behalf we receive, hold or on forward postal items. In order that we comply with this legislation we are required to obtain information about yourselves and your business. This information will be kept on file for at least a year after the end of the agreement and will be made available to the police or any authorised office on request.
2. All persons for whom we handle mail, or who collect mail from the location, must have their necessary details lodged with MinorOak Coworking via the Client Registration Form. These details must be kept up-to-date via e-mail or post.
3. At termination of this Agreement, You agree that all mail thereafter will be marked by MinorOak Coworking, "Return to Sender," and no further mail will be accepted.
4. Client may use the address of MinorOak Coworking and/or its agents as specified above in this agreement as Client's business address, subject to exception in certain locations, but not as Client's registered office address without MinorOak Coworking's express permission.
5. Where the Client is a company incorporated and with its registered office situated in England and Wales and MinorOak Coworking has granted its consent to allow the Client the use its location as the client's registered office address; MinorOak Coworking agrees to provide the following services:
 - a. MinorOak Coworking will supply x 1 secure steel letterbox for the Client, which will be stored securely on the property.
 - b. MinorOak Coworking will allow the location to be used as the registered office of the Client
 - c. MinorOak Coworking will accept service of all documentation at the location on behalf of the Client

MinorOak Coworking agrees to provide these services in accordance with the requirements under the Companies Act 2006 (the "Act") which governs the rules concerning the client's registered office.

However, nothing herein contained can be relied upon by the client as advice concerning the Act, nor should the client assume that by using the services that they will automatically comply with the relevant sections of the Act or indeed any other legislation governing the use of registered offices, whether in effect now or at any time in the future.

6. The client warrants that it will not use any of the services for any obscene, illegal, immoral or defamatory purposes and will not in any way bring MinorOak Coworking into disrepute.

7. The client will not in any way use or combine the MinorOak Coworking name, in whole or in part, for the purpose of trading activities.

H. LIMITATION OF LIABILITY

1. MinorOak Coworking will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties.
2. MinorOak Coworking will use all reasonable endeavours and shall bear no responsibility for any liabilities, costs, expenses, damages, and losses (including any direct or indirect consequential losses, loss of profit or otherwise) arising out of or in connection with the client using the services.
3. The client shall indemnify and hold MinorOak Coworking harmless from all liabilities, costs, expenses, damages, and losses (including any direct or indirect consequential losses, loss of profit or otherwise) arising out of or in connection with the client's use of the location or the services or in relation to any breach of any of the terms of this agreement by the company.
4. Where MinorOak Coworking has granted consent to use the locations as its registered office address, the client agrees to pay such additional fees as may be required.
5. Any client violations of laws or regulations may result in termination of services by MinorOak Coworking, and may subject the violator to fines or imprisonment.
6. If MinorOak Coworking has been instructed to forward mail, neither MinorOak Coworking nor its agents shall be responsible for any delay or loss of mail during the forwarding process.
7. MinorOak Coworking will not accept packages. All mail must conform to the Royal Mail requirements for "letter" or "large letter." Large letters may need to be folded or stored in a less secure location and are therefore not encouraged.
8. MinorOak Coworking shall be entitled in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful.
9. The entire liability of the company and your exclusive remedy with respect to the use of the site and service are limited to the amount actually paid by you for the service during the three (1) months preceding the date of your claim. You hereby release the company and the company affiliates from any all obligations, liabilities and claims in excess of this limitation.