



**Virtual Office Agreement**

<b>Company</b>		<b>Contact Name</b>	
<b>Address</b>			
<b>Email</b>			
<b>Telephone</b>			

**Facilities**

<b>Start Date:</b>	___/___/___/	<b>End Date:</b>	___/___/___	
				<b>Required?</b>
<b>Standing Charge</b>	£ 30.00 + VAT	Per month		
<b>Mail Handling</b>	£ 0.10	Per item	Y	N
<b>Mail Scanning &amp; Email</b>	£ 0.10	Per item	Y	N
<b>Mail Forwarding</b>	At cost	Per item	Y	N
<b>Direct Dial Number</b>	£ 52.00 + VAT	Per number per month for up to 100 calls	Y	N
	£ 0.50 + VAT	Per call, over 100 calls		
<b>Call Forwarding</b>	At cost	Per call forwarded	Y	N

**Mail Forwarding** charged at Royal Mail postage rates at the time of postage. **Call Forwarding** charged at standard telephone call rates.

I, being duly authorised to contract the above service(s) accept the charges quoted and confirm I have read, understand and accept the Standard Terms and Conditions overleaf.		
Signed:	Name:	Date:

**Caithness Chamber of Commerce**  
**Naver Business Centre, Naver House, Naver Road, Thurso, Caithness KW14 7QA**  
**T: 01847 890076; E: info@caithnesschamber.com; W: www.caithnesschamber.com**

*Caithness Chamber of Commerce is a company limited by guarantee*  
*Registered in Scotland no: 350926*  
*Registered office: Naver Business Centre, Naver House, Naver Road, Thurso, Caithness KW14 7QA*

## Standard Terms and Conditions

### 1. Definitions

'Client'	the recipient of the Service(s) under and named in the Contract
'Charge(s)'	Caithness Chamber of Commerce's charge(s) set out in the Contract
'Contract'	the Contract between Caithness Chamber of Commerce and the Client incorporating these terms and conditions
'Document(s)'	any documents, papers, plans, drawings, photographs, tables, charts, tapes, cassettes, disks, formulae or other devices capable of storing data
'Material(s)'	any Documents supplied by one party to another relating to the Service
'Service(s)'	the Service(s) to be provided to the Client by Caithness Chamber of Commerce referred to in the Contract
'Terms'	these general Terms and Conditions
'Caithness Chamber of Commerce'	Caithness Chamber of Commerce a company limited by guarantee and registered in Scotland (Reg. No. SC350926) and having its registered office at Naver Business Centre, Naver House, Naver Road, Thurso, Caithness, KW14 7QA

Note: in these definitions and throughout the Terms the singular includes the plural and vice versa.

### 2. Supply

- 2.1. The Service is provided in accordance with the details set out in the Contract and subject to these Terms.
- 2.2. The Client shall promptly provide Caithness Chamber of Commerce with the Materials necessary for it to properly perform the Service.
- 2.3. The Client shall retain duplicate copies of all Materials and insure against their accidental loss or damage. All Materials shall be at the sole risk of the Client from the time of delivery to the Client.
- 2.4. Caithness Chamber of Commerce may alter the Contract and these Terms at any time if necessary to comply with any relevant safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.

### 3. Payment

- 3.1. Subject to any special terms agreed in the Contract, the Client will pay the Charges.
- 3.2. The Charges may be varied by Caithness Chamber of Commerce from time to time on reasonable notice to the Client.
- 3.3. All charges quoted are exclusive of VAT, for which the Client is additionally liable.
- 3.4. Caithness Chamber of Commerce will invoice the Client upon completion except that where the Service extends over a month end; an interim invoice will be raised for all work undertaken during the month.
- 3.5. Caithness Chamber of Commerce will be paid by the Client without any set-off deduction or counter-claim within 14 days of the date on its invoice.
- 3.6. Caithness Chamber of Commerce may charge interest on any outstanding amount at the rate of 5% above the base rate from time to time of the Royal Bank of Scotland from the due date until the outstanding amount is paid in full.

### 4. Ownership

- 4.1. Unless agreed in writing with the Client prior to Contract commencement any intellectual property rights that may arise under the Contract will belong to Caithness Chamber of Commerce.

### 5. Confidentiality

Caithness Chamber of Commerce is aware that in the course of the Contract it may have access to and be entrusted with information in respect of the business and financing of the Client and its dealings, transactions and affairs all of which information is or may be confidential.

Caithness Chamber of Commerce will not during or after completion of the Contract divulge to any person whatever or otherwise make use of any trade secret or any confidential information concerning the business or finances of the Client or any such confidential information concerning any of its suppliers, agents, distributors or customers.

All notes and memoranda of any trade secrets or confidential information concerning the business of the Client or any of its suppliers, agents, distributors or customers which may be acquired received or made by Caithness Chamber of Commerce during the course of the Contract will be the property of the Client and will be surrendered to the Client at any time during the course of his or her employment.

## **6. Warranties and Liability**

- 6.1. Caithness Chamber of Commerce warrants that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract.
- 6.2. Subject as expressly provided in these Terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and Caithness Chamber of Commerce will not be liable to the Client for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Caithness Chamber of Commerce, its employees or agents or otherwise) whether arising out of or in connection with the supply of the Service.
- 6.3. Notwithstanding clause [6.2], the entire liability of Caithness Chamber of Commerce under or in connection with any contract shall not exceed the total charges payable, provided that nothing in the Terms shall exclude or limit Caithness Chamber of Commerce's liability for death or personal injury caused due to its negligence.
- 6.4. Caithness Chamber of Commerce will not be liable to the Client or in breach of contract if it delays in performing, or fails to perform, any of its obligations to the Client, if that delay or failure was beyond its reasonable control.

## **7. Termination**

- 7.1. Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

## **8. Other**

- 8.1. The Contract and Terms constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 8.2. Any notice required or permitted to be given by either party to the other under the Terms or the Contract must be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 8.3. No failure or delay by either party in exercising any of its rights under the Terms or the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Terms or the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4. If any provision of these Terms or the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms or the Contract and the remainder of the provision in question shall not be affected.
- 8.5. Any dispute or difference arising out of or in connection with this Agreement shall be determined in accordance with the Chartered Institute of Arbitrators Scottish Arbitration Code by a single arbitrator to be agreed between the parties, or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators Scottish Branch.
- 8.6. Scottish law applies to the Contract and the Terms and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts.