

# Virtual Office Agreement



## User Details:

Company \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Company Reg. No: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax No: \_\_\_\_\_  
\_\_\_\_\_ E-Mail: \_\_\_\_\_  
\_\_\_\_\_ Start Date \_\_\_\_\_

**Full Corporate Package**  **€175.00**

**Business Starter Package**  **€99.00**

**Telephone Answering Package**  **€75.00**

**Post Box Package**  **€29.95**

All Charges are monthly excluding Vat

Mail to be handled as follows:	Hold and I will collect	
	RE-Direct	
	Send by Courier	
	RE-Direct via Fax	

Calls to be answered as:	
Forward Calls to:	

Faxes to be handled as follows:	Hold and I will collect	
	Resend to Fax number	
	Post	
	Scan and Email	

Calls to be handled as follows:	Message taken and send by Email	
	Message taken and send by SMS	

Your chosen business Centre Address: **57 Clontarf Road, Dublin 3**  **Damastown, Blanchardstown, Dublin 15**   
**Port Tunnel Business Park, Clonshaugh Dublin 17**

How did you hear about us? **Internet/Website**  **Advertising**  **Referral**  **Other:** \_\_\_\_\_

## Service Details

- Hours of Opening for live Telephone Answering; Monday to Friday 9am-5pm (excl lunch 1-2p.m & Irish Public/Bank Holidays)
- All calls after hours are handled automatically according to the user's requirements.
- All Payments are via direct debit or credit card monthly in advance. Services will be charged as per current service price list.
- Virtual Office Agreement is for a minimum three month period.
- One Month Security deposit is required. This is refundable on termination subject to satisfactory compliance with the Virtual Office Agreement.
- This agreement will be reviewed if number of calls per month is excessive.

## Acceptance

I hereby agree to the terms and conditions outlined in this Agreement \_\_\_\_\_ Signature: \_\_\_\_\_  
and I warrant that I have full authority to enter this Agreement.  
\_\_\_\_\_ Date: \_\_\_\_\_

## Payment - Direct Debit Details

Please complete parts 1 to 4 instruct your bank to make payments directly from your account to Sky Business Centres (ID# 303381)

- Please write the name and full address of your bank and branch: \_\_\_\_\_
- Name of the Account Holder (please print): \_\_\_\_\_
- Sort Code: \_\_\_\_\_ Account Number: \_\_\_\_\_
- Instructions & Signature for the Bank; I instruct you to pay direct debits from my account at the request of Sky Business Centres, dates for payment may change but only after Sky Business Centres gives me notice, I will inform the bank in writing if I want to cancel this instruction, I understand that if any direct debit is paid which breaks the terms of this Instruction, the Bank will make a refund.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# PLEASE COMPLETE THIS FORM AND FAX TO +353 1 894 1401

## 1. DESCRIPTION OF SERVICE

Vingo Business Centres Limited trading as Sky Business Centres ("Sky BC") is providing the User with a Business Address and / or a telephone answering service ("the Service"). This Service entails receiving Telephone calls. Faxes and Posted Mail on behalf of the User and forwarding these communications to the User in an agreed format. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the within terms and conditions. The Service is provided \*As is\* and Sky BC assumes no responsibility for the timeliness, deletion, misdelivery, nondelivery, or failure to store any user communications or personalisation settings.

## 2. REGISTRATION OBLIGATIONS

In consideration of use of the Service, the User agrees to: (a) provide true, accurate, current and complete information about the User as prompted by the Service's sign up form ("Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provides any information that is untrue, inaccurate, not current or incomplete, or Sky BC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, Sky BC has the right to suspend or terminate the User's account and refuse any and all current or future use of the Service (or any portion thereof)

## 3. MODIFICATIONS OF SERVICE

Sky BC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to the User or any third party for any modification, suspension or discontinuation of the Service.

## 4. TERMINATION

The User agrees that Sky BC, in its sole discretion, may terminate the User's account or any part thereof or use of the Service (or any part thereof) and remove and discard any messages within the Service, for any reason, including but not limited to

- If Sky BC believes that the User has violated or acted inconsistently with the terms and conditions,
- if the User provides incomplete, inaccurate or untrue information to Sky BC or
- if Sky BC decides to discontinue offering the Service.
- if the User is in default of payment by more than 14 days

The User agrees that Sky BC may terminate the Service with or without cause at any time by sending one month's written notice of termination to Sky BC. Upon termination, the User shall have no right to use the Service and Sky BC will have no obligation to forward any unsent, unread, or stored messages to the User or any third party. The User agrees that following the termination of Service for any reason whatsoever, the User's telephone number may be re-assigned immediately to another User of the Service. Furthermore, upon termination, Sky BC will have no obligation to inform anyone dialling the User's telephone number assigned prior to termination about the termination of the Service.

## 5. INDEMNIFICATION

The User agrees to indemnify and hold Sky BC, and its subsidiaries, affiliates, officers, agents, or other partners and employees, harmless from any claim or demand (including damages costs and expenses), made by any third party due to or arising out of the User's use of the Service or violation of the terms and conditions, or the User's violation of any rights of another User, person or entity.

## 6. USER CONDUCT

The User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), transmitted through the use of the Service, is the sole responsibility of the person from which such Content originated. Therefore, the User and not Sky BC is solely responsible for all Content transmitted through the use of the Service. Sky BC does not guarantee the accuracy, integrity or quality of any Content transmitted through the Service. Furthermore, under no circumstances will Sky BC be liable in any way 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. Under no circumstances will Sky BC be liable for any Content

sent to the User that is offensive, indecent or objectionable in any way. Sky BC reserves the right to take any action, with or without any notice, including but not limited to terminating the User that violates any agreements between Sky BC and its suppliers and partners.

The User agrees not to use the Service to:

- transmit any Content that is unlawful, threatening, harmful, abusive, harassing, obscene, libellous, hateful or otherwise objectionable in any manner;
- conduct any illegal activities;
- impersonate an individual or an entity or an affiliation with an individual or an entity;
- infringe any third party's patent, copyright, trademark, trade secret or other proprietary right;
- harm minors in any way;
- interfere with or disrupt the Service or services or networks connected with the Service, or disobey any requirements, policies or regulations of networks connected to the Service;
- intercept, manipulate, forge or in any other way alter the identifiers of the transmission in order to manipulate the origin of the Content transmitted through the Service;
- intercept, manipulate, forge or in any other way alter the Content transmitted through the Service;
- collect or in any way store or manipulate data of other Users;
- intentionally or unintentionally violate any applicable national or international law and regulations;
- transmit any unsolicited or unauthorised advertising offers, promotional materials "junk mail", "junk messages", "spam", "pyramid schemes" or "chain letters";
- transmit messages to any individual or an entity of a list where the individual or the entity has not given permission to be included in the list; or
- transmit any material that contains software viruses or any other computer software code that is designed to interrupt, destroy or in any way limit the functionality of any computer software, hardware, network or telecommunications equipment;

## 7. DEALINGS WITH ADVERTISERS

The User's correspondence or dealings with, or participation in promotions of, advertisers found - on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between corresponding User and such advertiser. User agrees that Sky BC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealing or promotions or as the result of the presence of such advertisers on the Service.

## 8. DISCLAIMER OF WARRANTIES

The User expressly understands and agrees that:

- the User's use of the Service is at the User's sole risk. The service is provided on an "As Is" and "As Available" basis and Sky BC 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.
- Sky BC makes no warranty that
  - the Service will meet the User's requirement
  - the Service will be uninterrupted, timely, secure, or error-free
  - the results that may be obtained from the use of the Service will be accurate or reliable
  - the quality of any products, services, information, or other material purchased or obtained by the User through the Service will meet the User's expectations,
  - the quality of transmission of fax or voice data will be accurate, legible or audible.
  - the transmission of fax or voice data will be complete
  - any errors in software will be corrected

- any material downloaded or otherwise obtained through the use of the Service is done at the User's own discretion and risk and that the User will be solely responsible for any damage to the User's computer system or loss of data that results from the download of any such material.
- Sky BC assumes no responsibility for the deletion or failure to store fax, voice and email messages and any other personalisation settings. No advice or information, whether oral or written, obtained by the User from Sky BC or through or from the service shall create any warranty not expressly stated in the terms and conditions.

## 9. LIMITATION OF LIABILITY

The User expressly understands and agrees that Sky BC or its suppliers shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Sky BC has been advised of the possibility of such damages), resulting from:

- the use or the inability to use the Service
- the cost of the procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
- unauthorised access to or alteration of the User's transmissions or data;
- statements or conduct of any third party on the Service; or
- any other matter relating to the Service, in any event, the liability of Sky BC and its suppliers to the User for any reason and upon any cause of action shall be limited to the monthly fees, excluding any usage charges, actually paid to Sky BC by the User under this terms and conditions during the one (1) month immediately preceding the date on which such claim accrued. This limitation applies to all causes of action in aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees for the Service set by Sky BC have been and will continue to be based upon this allocation of risk, accordingly, the User hereby releases Sky BC and its suppliers from any and all obligations, liabilities, and claim in excess of the limitation stated in this section.

## 10. GENERAL

These terms and conditions are personal between the User and Sky BC and govern the Users use of the Service, superseding any prior agreements between the User and Sky BC. It is not transferable and any attempt by the User to rent, lease, sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. These terms and conditions and the conduct, of the parties her to shall be governed by the laws of the Republic of Ireland. The failure of Sky BC or 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

## 11. Amendments

Sky BC reserves the right to amend these terms and conditions at any time. The User will be notified by letter or email advising of the changes thirty days before the amendment is to take effect. If the User does not reply to this notice within the said thirty days, the User will be deemed to have accepted these changes.

## 12. Notices

All notices despatched pursuant to this Agreement shall be deemed validly served if sent by ordinary prepaid post and/or email to the address furnished in the User Details herein or such other address furnished pursuant to clause 2 herein.

