

**ARDS AND NORTH DOWN BOROUGH COUNCIL - TERMS AND CONDITIONS for VIRTUAL OFFICE AND PRIVACY STATEMENT
SIGNAL CENTRE**

Interpretation

- (a) "The Council" means Ards and North Down Borough Council.
- (b) "The Centre" means Signal Centre [being part of the Council buildings and any rooms or individual facilities within the buildings].
- (c) "The Manager" means the Manager of the Centre or their designated Deputy.
- (d) "User" means any person using any of the facilities of the Centre.
- (e) "The Hirer" means the person, company, club, group or organisation hiring any part of the Centre or its facilities.
- (f) "Booked Period" means the period or periods reserved for the Hirer.

Application for Hire and Charges

For the period of this Agreement the Centre will provide the Hirer with the following services at the Centre:

- 1. Receive mail addressed to the Hirer (and upon the written request of the Hirer) either arrange for the collection of such mail by the Hirer or post such mail on to the Hirer's address or one other single UK address as shall have been notified in writing by the Hirer to the Centre (and additional fees shall apply for additional postage). In the event that the Centre receives more than 50 items of mail per day on behalf of the Hirer, the Hirer shall then pay a handling fee which is equal to 20% of the additional postage costs.
 - 1.1 A dedicated telephone number for the Hirer with personalised switchboard answering service. If the Hirer requires additional lines (and the Centre, in its absolute discretion, consents to the same) a further monthly fee for each additional line shall be paid by the Hirer.
 - 1.2 The transmission of mail and messages shall be provided between the hours of 09.00am- 5.00pm weekdays (other than bank holidays).
 - 1.3 Room Hire at the Centre's offices may be requested in writing in advance by the Hirer subject to availability and at the absolute discretion of the Centre but the Centre does not guarantee that this will be available to the Hirer.

Payment

- 2 For the period of this Agreement the Hirer will pay to the Centre the fee monthly in advance plus VAT or agreed fee monthly by direct debit. The direct debit mandate must be completed and returned to the Centre prior to the commencement of the service.
 - 2.1 If payment is not made within 7 days of the due date the Centre shall be entitled to interest on the sum due at 4% above the base rate lending of Bank of England from the date upon which payment is due until it is received by the Centre.
 - 2.2 In the event that payment is not received within a further [7] days the Centre shall be entitled to (i) retain any correspondence addressed to the Hirer, telephone and fax messages intended for the Hirer, until the Hirer makes the payment together with any interest thereon to the Centre (ii) to exclude the Hirer from further use of any services, facilities and equipment until all outstanding sums are paid and (iii) forthwith to terminate this agreement without prejudice to any right or actual remedy of the Centre in respect of any breach of the agreement or undertakings contained herein.

Centre's Rights and Responsibilities

- 3 The Centre will carry out the services with reasonable care and skill including using its reasonable endeavours to ensure accurate and expeditious handling of communications for the Hirer, however the Centre gives no warranties, representations or other terms regarding the services or handling of communications save as expressly set out in this agreement.
 - 3.1 The Centre will have no liability for any loss of profits, business, revenue, damage to brand or reputation or any indirect or consequential or special loss or damage in respect of any act omission, neglect or delay by any of the Centre's staff or agents.
 - 3.2 In the event of any parcel, packet, chattel or other object other than mail addressed to the Hirer being delivered at the Centre's offices the Centre will bear no responsibility in the event of the Hirer or the sender failing to remove the same within one month of receiving notice from the Centre of receipt of such item or items at the Centre's offices.
 - 3.3 The Centre shall only be obliged to answer up to 30 calls per day. In the event that this is exceeded without the Centre's prior written agreement the Centre shall be entitled to terminate this agreement with immediate effect. The Centre shall in any event in such circumstances be entitled to charge each additional call at £0.80 plus VAT.

Hirer's Rights and Responsibilities

- 4 The Hirer shall be entitled to receive the services subject to these Terms and Conditions. The Hirer's obligations are to pay the stipulated fee and the costs of all other services provided on the due dates and perform all of the obligations on the part of the Hirer contained in this agreement.
 - 4.1 The Hirer will fully indemnify the Centre against any expenses cost claims damages or penalties incurred by the Centre in connection with this Agreement howsoever occasioned.
 - 4.2 The Hirer will not send or deliver or cause to be sent or delivered to the location any noxious, harmful, dangerous, live, perishable or bulky objects.
 - 4.3 The Hirer will not carry on any business which could be construed by the Centre as illegal, defamatory, immoral or obscene and will not use the Location whether directly or indirectly for any such purpose.
 - 4.4 The Centre, in its absolute discretion, shall be entitled to (i) destroy any mail or messages not collected or forwarded in accordance with these Terms and Conditions and (ii) refuse to accept any quantity of items which the Centre considers unreasonable.
 - 4.5 This Agreement is personal to the Hirer and cannot be transferred or assigned by the Hirer.

Duration and Termination

5. This Agreement has a minimum contract period of one calendar month. Termination of the Agreement shall always end on the last day of the calendar month of which this Agreement would expire.
- 5.1 In the event of the Hirer being in breach of any of the conditions of this Agreement the Centre shall be entitled to terminate this Agreement immediately by sending written notice of the termination to the Hirer.
- 5.2 Any notice to terminate this Agreement given by either party shall be in writing and must be a minimum of one month except in the event of a breach of these Terms and Conditions.

Refusal or Cancellations by the Manager

The Manager of the Centre reserves the right to refuse any application or to cancel or terminate any contract for any reason whatsoever without being bound to give any reason for doing so. Any money pre-paid in respect of the contract cancelled in accordance with this condition will be refunded provided that these conditions and the general rules and conditions of use of the Centre (as amended from time to time) have been complied with by the Hirer. Ards and North Down Borough Council and the Centre shall not be liable for any expenditure incurred or loss sustained whether directly or indirectly by the Hirer arising from the cancellation.

Privacy Statement

Using your Personal Information

Ards and North Down Borough Council's Economic Department section takes your right to personal privacy seriously. Personal information you supply will be used to contact you by e-mail or post regarding your Virtual Office account. This information is collected and processed with your consent and will only be used for the purpose for which it was given, any invoicing and financial records must be kept for a period of 7 years. You have a right to see and review the information held on you. If you wish to request your personal information or have a data protection query, please put your request in writing, stating clearly who you are and your query to: Data Protection Officer, Ards and North Down Borough Council, Town Hall, The Castle, Bangor. BT20 4BT. E-mail: dataprotection@ardsandnorthdown.gov.uk. Tel: 0300 013 3333 or visit the Council's website: www.ardsandnorthdown.gov.uk/privacy-and-cookies