

(ALL PRICES + VAT)

TERMS and CONDITIONS

1. In these conditions "the Company" shall mean South West Business Centre (SWBC) and "the Client" shall mean the company establishment, firm or individual named in the Application Form set out overleaf.
2. SWBC agrees with the Client that it will provide either or all of the following services as specified on attached application form:
  - (a) receive from the Postal Authorities letters, and messages addressed to the Client at SWBC and arrange for such items either to be posted or collected by the Client during normal office hours.
  - (b) take telephone messages intended for the Client and transmit such messages to the Client by such means as SWBC shall in its absolute discretion select.
3. The Client shall at all time keep SWBC informed of its current address.
4. No liability shall attach to SWBC in respect of any loss or act, commission, neglect, delay or default incurred by the Client because of any act, omission, neglect, delay or default by SWBC by its servants or agents whether by way of the Law of Contract and/or by way of liability for negligence or other SWBC tort.
5. The Client will fully indemnify and keep indemnified SWBC against any expenses, costs, claims, damages or penalties incurred by the Client in the execution of this agreement or ancillary thereto however, occasioned including damages resulting from defamation of third parties.
6. SWBC shall be entitled to refuse to accept any parcel, chattel, packet or other object other than letters and messages addressed to the Client unless previous written arrangements in relation to such items have been entered into by the parties hereto.
7. In the event of any such parcel, chattel, packet or other object being delivered to SWBC's address, SWBC shall bear no responsibility for such item or items either to the sender or to the Client and in the event of the Client failing to remove the same within one month from receiving notice of its receipt (for which a repaid letter addressed to the Client at his last known address shall be deemed sufficient) then SWBC shall be at liberty in its absolute discretion to forward to the Client or return such parcel, chattel, packet or other object to the sender or otherwise dispose thereof and any costs or expenses so incurred by SWBC shall be recoverable from the Client on demand.
8. The Client agrees with SWBC not to carry on any business which is construed by SWBC or any other party to be illegal, defamatory, sexual, pornographic, immoral or obscene and agrees with SWBC not to use the address of SWBC either directly or indirectly for any such purpose or purposes. For the purposes of this clause the Company's decision shall be regarded as final. It is precisely understood and agreed that the SWBC sign, or trading name will not be used by the Client in any form or manner.
9. This Agreement is subject to written Notice of Termination given by either party, expiring one month after the date of the same to be sent in a prepaid envelope addressed to either party by the other, at the last known address on record.
10. In the event of the breach by the Client of any of the above conditions, SWBC shall be entitled to terminate this Agreement immediately without notice by sending written notice of such termination to the Client by means of a prepaid letter addressed to the Client at his last known address and all premiums paid prior to such termination will be forfeited to SWBC.
11. The Client shall reimburse SWBC for all sums of money expended by SWBC pursuant to the Agreement itself or in connection with sending to the Client of any letters, telephone messages or any other service within 7 (seven) days of date of invoice and if the invoice remains unpaid after 7 (seven) days from the date of invoice, 5% (five percent) interest per 4 (four) week accounting period will be levied until payment is made. SWBC also reserves the right in the event of late payment of invoices to suspend services without notice and also to seek deposits where necessary, in their opinion without any reason being given.
12. The Client agrees not to send or deliver or to cause or allow to be sent or to be delivered to SWBC premises any noxious, harmful, deteriorating, dangerous or bulky object or thing and in the event of any such item or items being sent or delivered, the right of SWBC shall be as set out in Clause 7 hereof save that "Two Days" shall be substituted for "One Month" therein.
13. The Client agrees not to advertise the address or telephone number of SWBC without first obtaining the consent of SWBC in writing. Proposed advertising copy shall be submitted to SWBC for approval prior to being used.
14. The Client agrees that SWBC can use discretion as to whether or not it discloses the Client's private address or addresses.
15. Regarding Mail, SWBC services relates solely to Mail addressed to the Client named in the application form.
16. In the event of the Client failing to discharge his liability to SWBC for the use of address service provided to him within seven days of such payment becoming due, SWBC shall be entitled to hold all correspondence addressed to the Client until payment is made.
17. SWBC shall have a general lien in all belongings of the Client that may be on SWBC premises at any time for all monies owing by the Client to SWBC on any account whatsoever.
18. SWBC reserves the right to refuse renewal of this Agreement without specifying any reason for such refusal.
19. If the Client applies for extra services and SWBC agrees to grant the same if the services be use of desk with telephone or use of private interviewing room, there shall be no relationship of landlord and tenant between SWBC and the Client but merely a licence and the use of desk with phone or of room which can be in any part of SWBC's premises and can be switched from one part to the other of SWBC's premises at any time. Any equipment in the room hired will not be removed or tampered with without SWBC's prior written consent.
20. If the Client applies for any extra services and SWBC agrees to grant the same, SWBC grants them on the above terms and conditions.
21. The Client undertakes not to use the Trading Name or Trademark of SWBC in any form or manner in connection with any service he may use under this contract and in no manner will indicate or imply that he is connected with this Agency.
22. All notices or other communications sent by the Company to the Client at his last known address shall be deemed to have been received by the Client 2 (two) days after posting.
23. The Client is only entitled to use the services paid for or to use stationery with the Company's address or telephone number while the Client has paid for the use of such address or telephone number as the case may be and on termination of his contract with the Company, the Client will destroy all unused letterheads and other printed material bearing the Company's address and other details.