

**Terms & conditions between SO Advice and the Operators.**

**1.0 Definitions:**

“The Operator” means person(s), firm(s) or company acquiring the services of SO Advice or associated companies.

“SO Advice” refers to SO Advice or associated sites owned by Serviced Offices Advice Ltd, a company registered in England and Wales (company number 8025843), whose registered office is at The Old Rectory, Church Street, Weybridge, Surrey, KT13 8DE.

The Operator appoints SO Advice for the introduction of customers, subject to the following terms:

**2.0 Terms:**

- 2.1 These conditions shall govern all services provided by SO Advice to the Operator to the exclusion of all other terms and conditions, to the maximum extent permitted by law.
- 2.2 All referrals of customers by SO Advice shall be deemed to give rise to commission payments upon completion of contracts, unless the Operator is able to demonstrate to a reasonable satisfaction within 48 hours of our initial referral that it has previously been contacted by such persons other than through a referral from SO Advice.
- 2.3 Commission payable for a successful introduction shall be an amount of 10% of the fully inclusive license fee payable by the customer to the Operator during the first 12 months of the customer's occupancy, including expansions that occur within the first 12 months, unless additional fees are agreed by prior mutual arrangement. All sums payable by the operator to SO Advice pursuant to these conditions are exclusive of VAT, GST or any local equivalents (if applicable) which shall be charged in addition.
- 2.4 The commission shall be due as soon as the Operator receives a signed agreement from the customer.
- 2.5 In the event that a referred client proceeds with freehold or long leasehold purchase then our fees will be based on 2% of the purchase price plus VAT unless prior agreement has been reached.
- 2.6 The operator agrees to email/call the agent on completion of a deal within 5 working days.
- 2.7 Should license fees from a particular customer increase or decrease during the term of the agreement, it is the responsibility of the Operator to inform us in writing so invoices can be adjusted accordingly.
- 2.8 Such commission payments will be payable within 7 days of the date of the SO Advice invoice. Failure to receive payment within this time will entitle SO Advice to charge interest at the rate of 3% above Barclays Bank base rate.
- 2.9 It is understood that any client, applicant or customer that are referred to you by SO Advice or associated companies are strictly for use of the Operator Company only. The Operator can only use the referral information in relation to offering business centre services. It is not to be passed on to third parties such as another agent, broker or business centre without the prior approval of SO Advice and the applicant.
- 2.10 When the same lead has been supplied by more than one agent, then it is the agent who arranges the viewing and that viewing is kept, who shall receive the fees. In the event that an agent does not arrange a viewing, then the first agent to make the referral secures the fee.
- 2.11 Some of our clients, applicants or customers request that all contact between them and the Operator be handled through SO Advice. We will inform the operator by email upon introduction where this is the case.

### **3.0 Limitations, Exclusions and Indemnity**

- 3.1 All warranties, conditions and other terms implied by statute or common law shall be excluded to the maximum extent permitted by law and SO Advice shall have no liability for any claim between the Operator and a customer.
- 3.2 Notwithstanding clause 3.1, the liability of SO Advice shall at all times be limited to the amount of commission received by SO Advice in relation to the letting in question.
- 3.3 The Operator shall indemnify and hold harmless SO Advice from and against all and any costs, claims, loss or damage arising in respect of any claims brought by a customer of the Operator or any third party arising out of the activities of SO Advice or the Operator.

### **4.0 Termination of Agreement:**

- 4.1 These terms and conditions shall be terminable with immediate effect by either party on given written notice.
- 4.2 Once an agreement is terminated by either party, a customer introduced by SO Advice prior to termination date which gives rise to a fee due in accordance with the forgoing, these conditions shall still apply.

### **5.0 Change of Ownership/Insolvency:**

- 5.1 In the event of a sale or insolvency of the Operator's business or Business Centre(s), commission payable in accordance with these terms and conditions shall be due and payable in full. It is the responsibility of the Operator to advise SO Advice in writing to ensure the new owners are aware of future commission payments obligations to SO Advice. Should a subsequent owner not agree to cover remaining commission obligations, then those payments will be due from the vendor.

### **6.0 Governing law**

- 6.1 These conditions shall be governed by and construed in accordance with English Law.

### **7.0 Miscellaneous**

- 7.1 Neither party shall be entitled to assign the benefit of these conditions other than to a subsidiary.
- 7.2 These conditions contain the whole agreement between the parties relating to the transactions contemplated hereby and supersede all previous agreements between the parties relating to these transactions.
- 7.3 SO Advice reserves the right to amend these Terms & Conditions at any time.