



Contract for Non Resident (Virtual) Services

Made on the **xxx** between the Provider and the Client.

- 1. PARTICULARS** In this Contract the following expressions shall have the following meanings:-
- 1.1 The Provider** **Keepoint Ltd & Keepoint Admin Services Ltd** companies incorporated in England and Wales under company number 07754706 and 09142826 whose registered offices are situated at Bulloch House 10 Rumford Place Liverpool L3 9DG
- 1.2 The Client** **Company Name: xxx**
Company Registration No: xxx
VAT Number:
Directors:xxx
Address: xxx
- 1.3 The Services** The Fixed Services and the Variable Services as defined in particulars 1.4 and 1.5.
- 1.4 The Fixed Services** The monthly fixed price Virtual Reception Services as listed in Appendix 1 (and not including the Variable Services)
- 1.5 The Variable Services** The monthly provision of such of the Variable Services as listed in the Company's published Price Lists, (which shall not include the Fixed Services) as are noted/ticked as being required by the Client in Appendix 2.
- 1.6 The Price List** The list of prices for the Variable Services published by the Provider from time to time. For the avoidance of doubt the Services Fees payable in respect of the Variable Services shall be based upon the latest edition of the Price List issued by the Provider to the Client immediately prior to the commencement of this Contract. The Price List shall be deemed to form part of this Contract. In the event that a new edition of the Price List shall be produced by the Provider during the course of the Contract Period, the Services Fees for the Variable Services shall be adjusted in accordance with the new prices detailed in the Price List, subject to the provision of one month's prior notice to the Client.
- 1.7 Contract Period** The Contract Period shall commence on the Commencement Date and shall continue until a notice of termination is issued by either of the parties in accordance with Clause 7.1.2
- 1.8 Services Fees** As per the Company's published Price Lists. The Fixed Services are payable one month in advance on the 7th business day of each month by Direct Debit following an invoice issued 7 days prior. The Variable Services are payable for the previous calendar month on or around the 7th of each month by Direct Debit following an invoice issued 7 days prior. Any payments made from overseas must be received net of any bank or transaction charges for the invoiced amount in pounds sterling. Any pricing revisions are subject to one month's written notice.
- 1.8 Set Up Fee** The Client, if applicable, shall immediately pay a set up charge upon the signing of this Contract in the sum of £00.00 or such other amount as shall be stipulated in the Price List from time to time.
- 1.9 Commencement Date** **xxx**
- 1.10 Termination** As per the notice required under Clause 7.1.2.

2 CONTRACT

- 2.1 This Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Provider which is not set out in the Contract
- 2.2 The terms and conditions of this Contract apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing

3 PROVIDERS UNDERTAKINGS Subject to Clauses 3 and 4 the Provider undertakes to provide and gives the Client the right to use for the Contract Period:-

- 3.1 The Fixed Virtual Reception Services as detailed on Appendix 1 and the Variable Services as noted/ticked in Appendix 2.
- 3.2 The Provider shall supply the Fixed Services and as appropriate the Variable Services to the Client in accordance with the Price List
- 3.3 The Provider shall use all reasonable endeavours to meet any performance targets, but any such targets shall be estimates only and time shall not be of the essence for performance of the Fixed Services and/or Variable Services.
- 3.4 The Provider shall have the right to make any changes to the Fixed and/or Variable Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services, and the Provider shall notify the Client in any such event.

4. CLIENTS UNDERTAKINGS The Client agrees and undertakes:-

- 4.1 To pay to the Provider the Fixed Services fees in advance on the 05th business day of each month by Direct Debit, the first payment or a due proportion of it to be made on the date of this Agreement.
- 4.2 To pay to the Provider the Variable Services fees on or around the 05th of the month by Direct Debit for the services invoiced for the previous calendar month.
- 4.3 To pay to the Provider interest at the rate of 8% above the Bank of England's published annual base rate for the time being in force on any outstanding amounts unpaid, such interest to be chargeable upon the expiry of 30 days following the due date for payment.
- 4.4 To immediately lodge the Set Up Fee with the Provider.
- 4.5 To indemnify the Provider and keep the Provider indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this Contract, any breach of any of the Client's undertakings contained in this Clause, or the exercise or purported exercise of any of the rights given in Clause 2.
- 4.6 To observe and comply with such rules, regulations and instructions as the Provider may make and/or provide and which are notified to the Client from time to time regarding the operation and management of the Fixed Services and/or the Variable Services and use of the Provider's assets. The Provider shall have no liability to the Client in the event that the Client has failed to comply with such instructions.
- 4.7 To pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Provider in order to justify withholding payment of any such amount in whole or in part. The Provider may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Provider to the Client.

- 4.8 To co-operate with the Provider in all matters relating to the Fixed Services and/or the Variable Services and shall supply the Provider, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Provider;
- 4.9 To supply the Provider with such information and materials as the Provider may reasonably require in order to supply the services to be delivered under this Contract, and ensure that such information is accurate in all material respects;
- 4.10 To obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the services hereby contracted are to start;

5. VALUE ADDED TAX

- 5.1 All amounts stated in this Contract for payment by the Client are exclusive of VAT and any other applicable fees.
- 5.2 The Provider reserves the right to register for VAT at any time which will then be charged in addition to the rates reserved in the Price List and the Service Fees payable under this Contract at the rate in force at the time the Client is required to make payment.
- 5.3 Upon VAT registration by the Provider the Client will be provided with a VAT invoice by the Provider in respect of all Service Fees as become payable with VAT.

6. TERMINATION

6.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (g) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.1(b) to clause 6.1(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business

6.2 Without limiting its other rights or remedies, the Provider may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

7. GENERAL

- 7.1 The rights granted in Clause 2 shall cease and determine (without prejudice to the Provider's rights in respect of any breach of the undertakings contained in Clause 3):-
- 7.1.1 Immediately on notice given by the Provider at any time following any breach by the Client of any of its undertakings in Clause 4.
- 7.1.2 On not less than one calendar month's notice given by the Provider or the Client to the other party to expire on the last day of a month, such notice in the case of notice given by the Client to the Provider to expire not earlier than three months after the Commencement Date.
- 7.1.3 Immediately if the Client (being an individual) shall become bankrupt or (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or has an administration order made in respect of its business or has a Receiver appointed of its undertaking or if the Client for the time being shall enter into any arrangement or composition for the benefit of the Client's creditors or shall suffer any distress or execution to be levied on the Client's goods.
- 7.2 If the Providers invoices are unpaid 7 days after the due date then all services will be automatically withdrawn without notice to the Client. Services will only be reinstated once the Provider has accepted an explanation for late payment and the equivalent of 2 months services are paid in advance.
- 7.3 The benefit of this Contract is personal to the Client and is not assignable without the prior written approval of the Provider. In the event that the Contract is assigned to a third party without the prior authorisation of the Provider it shall terminate automatically.
- 7.4 In the event that any provision of this Contract shall become void and/or unenforceable, the Contract shall continue in force in all other respects.
- 7.5 The Contract shall remain confidential between the parties. In the event that either party communicates any sensitive business information whether of a technical and/or commercial nature to the other that party shall keep such information confidential.
- 7.6 This Contract shall not be amended except by the mutual written agreement of the parties.
- 7.7 The Provider shall not be liable to the Client for any temporary delay and/or break in its provision of the Fixed Services and/or the Variable Services. The Provider shall use its reasonable efforts to remedy any temporary break in the provision of the Fixed Services and/or the Variable Services (as appropriate) where the Provider is capable of effecting such remedy economically failing which the Client shall have the right to terminate this Contract upon one months written notice .. If any delay or break is due to the Client failing to comply with the Provider's instructions, then the Client shall indemnify the Provide all costs expenses charges penalties interest and fines in respect of the rectification of any fault arising from such failure. The Provider shall not, in any event, be liable to the Client for any amount in excess of 6 months worth of the Services Fees, and shall not in any event be liable for any consequential loss or damage suffered by the Client.
- 7.8 The Provider shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of an event beyond the reasonable control of the Provider including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Provider or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 7.9 All notices given by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party.

- 7.10 Where any party consists of two or more persons agreements and undertakings by and with such persons shall be deemed to be joint and several. Nothing in this Contract shall be construed to create, either expressly or by implication, a joint venture or fiduciary relationship between the Provider and the Client.
- 7.11 The failure by a party to enforce any of the provisions of this Contract shall not be construed as a waiver of that party's rights. No waiver shall be enforceable unless it is acknowledged in writing by the other party.
- 7.12 This Contract shall be governed by English law, and shall be subject to the sole and exclusive jurisdiction of the English courts.

SIGNED BY.....(authorised signatory)

SIGNED BY.....(authorised signatory for the Provider)

DATED.....