

## RENTAL AGREEMENT FOR OFFICE SERVICES

**COMPANY NAME:**

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**COUNTRY WHERE COMPANY IS ESTABLISHED:**

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**NATURE OF BUSINESS** (Please provide a brief description of the products and/or services this company will provide)

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### PACKAGES

Please choose an office package from the numbers below: \_\_\_\_\_

1. Virtual Office
2. Start-up / Part time
3. Full time

Contract Duration 12 months

#### **1. Virtual Office Package £50pcm**

1. Postal Address & Mail Handling
2. Telephone answering service

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**Shared Office**  
Price on Application

#### **2. Start-up / Part Time £100pcm / £150pcm**

1. Hot Desk (4 days / 8 days pcm)
2. Telephone answering service
3. Postal Address & Mail Handling
4. Wi-Fi / Internet
5. Complimentary Drinks

#### **3. Full Time Package £200pcm**

Business Licence Required

1. Personal Desk
2. Telephone answering service
3. Postal Address & Mail Handling
4. Wi-Fi / Internet
5. Complimentary Drinks
6. \*Locker/Storage Facilities
7. \*\*Dedicated Phone Line

First month payment in advance together with 1 month deposit. Payment due monthly before the 5<sup>th</sup> of every month.

### CONTACT DETAILS

Full Name

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Contact Address:

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Post Code, Country:

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Email:

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Tel, Fax, Mobile:

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How would you like us to contact you?

Telephone, Mobile, Email, Mail

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**Other Specific Requirements:**

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## Contact Details for Mail Forwarding (if different from contact details)

Full Name

Contact Address:

Post Code, Country:

Email:

Tel, Fax, Mobile:

## Brief description of office requirements / use:

**Payment:** Monthly / Yearly  
**Method of Payment:** Bank Transfer / Debit Card / Credit Card / Direct Debit  
(Please cross off accordingly)

In order to process your application, we require the following documents:

### Proof of Identity for Personal Use:

A current valid full passport / Gibraltar ID Card

Utility bill / other proof of address

*Please note company documentation will be requested for corporate applications.*

### Proof of Identity for Company Use:

Company Formation / Registration

Company Directors

A current valid full passport / Gibraltar ID Card

Utility bill / other proof of address

*Please note company documentation will be requested for corporate applications.*

### \* Locker / Storage if available

\*\* Dedicated Phone Line Initial Outlay for Gibtelecom

(a) Deposit: £100.00

(b) Installation: £60.00

(c) Handset: £35.00

(d) Setup: £5.00

Total Set-up Cost: £200.00 (one-off payment)

### Monthly Gibtelecom Bills

Rental: £12.00 per month

Call Diversion to your phone line outside Gibraltar: £1.50/month

Monthly Charges: subject to usage

*To obtain a trade licence you need an address. As per OFT guidelines a licence shall not be granted to any premises which are residential Government premises, nor to any non-Governmental premises whose title deeds restrict the carrying on of commercial activities.*

*At this time, a virtual office cannot be used for obtaining a trade licence. A dedicated desk/workspace is required.*

**NB** DirectMag Media Ltd are obliged, on a regular basis, to provide the OFT with a list of our current tenants. Any person(s) or business(es) found to be using the address 39/41 City Mill Lane who is/are not a current tenant may have their licence revoked.

Termination of contract requires 1 months' notice by the Member or the Provider.

*I have read, understand and agree with the terms and conditions of the rental agreement*

**Signed & Dated:**

**SIGNED FOR AND ON BEHALF OF DIRECTMAG MEDIA LTD**

Looking for a package to suit you or should you require any assistance completing this form, please contact us on the information below  
[Business Licence applications only for Full Time Desks or Shared Office](#)

## **RENTAL AGREEMENT**

### Definitions:

- The 'Agreement' means the DirectMag Media Ltd Rental Agreement;
- The 'Provider' means DirectMag Media Ltd;
- The 'Member' means the signatory of the Agreement.
- The 'Service(s)' means any service/product selected by the Member
- The 'Landlord' means the owner of the Building/office

### **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**

The Service(s) are offered to the Member conditional on their acceptance of the terms and conditions contained in the Agreement, without modification.

### **2. BUSINESS ADDRESS**

2.1 Depending on the Service(s) chosen, the Member is entitled to use the Provider's business address to apply for a licence from the OFT as stated in the Agreement.

2.1.1 A virtual office cannot be used for obtaining a trade licence. A dedicated desk/workspace is required

2.2 The Member warrants that it will not use any of the business address for any obscene, illegal, immoral or defamatory purposes and will not in any way bring the provider into disrepute.

2.3 The Member will not in any way use or combine the Provider's name, in whole or in part, for the purpose of trading activities.

2.4 If the Provider has been instructed to forward mail, neither the Provider nor its agents shall be responsible for any delay or loss of mail during the forwarding process. The Provider will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties.

2.5 At termination of this Agreement, the Member agrees that all mail thereafter will be marked by the Provider "Return to Sender," and no further mail or deliveries will be accepted.

2.6 The Member agrees to abide by all rules and regulations of the country. Any violation of regulations may result in termination of Services by the Provider and may subject the violator to fines or imprisonment.

### **2.3 USE OF THE PROVIDER FACILITIES**

2.3.1 The Provider will supply the following accommodation services to the Member during business opening hours (which may change from time to time) Monday to Friday (other than UK public and bank holidays).

2.3.1.1 Hot desk Members will use a workstation (being the desk and chair), including Internet connection. The Provider may at any time, and in its absolute discretion, assign the Member to any workstation in the business centre.

2.3.1.2 Full time office Members will use an assigned workstation (being the desk and chair but excluding any telephone facilities, a \*dedicated phone line can be arranged in the Members name). The provider may at any time, and in its absolute discretion, assign the Member to a different workstation to that previously used, in a different location within the business centre.

2.3.2 The use in common with others of equipment and those parts of the business centre intended by the Provider for use by the Member and others including the kitchen and communal areas (if any), \*\*locker / storage facilities.

2.3.3 On moving in, the Full-time office Member may be asked to sign an inventory of all workstations, furniture and equipment permitted for use, together with a note of their condition.

### **2.4 USE OF THE PROVIDER OTHER SERVICES**

Any other services such as telephone, fax, fax to email, printing, copying or internet broadband connection will be charged as per the Provider's current rate.

## 2.5 MODIFICATIONS TO THE SERVICE.

2.5.1 The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to the Member, and is under no obligation to support or update the Service.

2.5.2 The Member acknowledges and agrees that the Provider shall not be liable to the Member or any third party in event that the Provider exercises its right to modify or discontinue all or part of the Service.

## 3 PAYMENT

3.1 The Member registration and set up fees (if applicable) and recurring monthly fees are payable in advance and are non-refundable.

3.2 The Member agrees that the Provider may submit charges for his monthly service fee each month, without further authorization from the Member, unless the Member provides prior notice that he has terminated this authorization or wishes to change his designated Service(s). Such notice will not affect charges submitted before the Provider could reasonably act on the Member notice. (Note: The Provider is under no obligation to contact the Member prior to charging the Member's designated credit card for his recurring service fee.).

3.3 Failure to use the Member account will not be deemed a basis for refusing to pay any charges submitted by the Provider in accordance with this Agreement.

3.4 Payment of the Member's account balance and other applicable charges is due in advance and in full on the 5th day (or such other day as we designate) of each month.

3.5 Payment must be made by the valid credit card designated by the Member, or by bank transfer or direct debit.

3.6 All banking charges will be borne by the Member.

3.7 You will be required to pay a service retainer upon entering into your agreement. This will be held by us as security for performance of all your obligations under your agreement. The service retainer or any balance after deducting outstanding fees and other costs due to us will be returned to you as soon as you have settled your account with us.

3.8 The Provider may require the client to pay an increased service retainer if outstanding fees exceed the initial service retainer held and/or the client frequently fails to pay the Provider when due.

3.9 In the event of the Member failing to discharge his liability to the Provider for the Services provided by the Provider within 7 days of such payment becoming due, the Provider shall be entitled (i) to retain any correspondence addressed to the Member and telephone messages intended for the Member until the Member makes the payment owing to the Provider (ii) to exclude the Member from further use of any services facilities and equipment until all outstanding sums are paid and (iii) forthwith to terminate this Agreement. In this case, the OFT will be informed and any trade licence may be revoked.

3.10 If the Member disputes any part of an invoice, he/she must pay the amount not in dispute by the due date or be subject to a late payment compensation fee. The Provider reserves the right to withhold services while there are any outstanding fees and interest or the Member is in breach of this Agreement.

## 4. PROVIDER'S RIGHT & RESPONSIBILITIES

4.1. The Provider may without notice suspend the provision of services (including access to the Business Centre) for reasons of political unrest, strikes, or other events beyond our reasonable control.

4.2. The Provider is not liable for any loss as a result of failure to provide a service as a result of mechanical breakdown, power cuts, border delays, strike, delay, failure of staff, termination of its interest in the building containing the business centre or otherwise, unless it does so deliberately or through gross negligence.

4.3 The Provider is also not liable for any failure until the Member has informed the Provider and given reasonable time for rectification. The Member agrees that the Provider will not be liable for any loss, damage or claim which arises as a result of, or in connection with, this agreement and/or the use of the services except to the extent that such loss, damage, expense or claim is directly attributable to its deliberate act or its gross negligence.

4.4 The Provider will not in any circumstances be liable for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss.

4.5 The Provider strongly advises the Member to insure against all such potential loss, damage, expense or liability.

4.6 Unless there is an emergency, the Provider will as a matter of courtesy try to inform the Member in advance when it needs to carry out testing, repair or works other than routine inspection, cleaning and maintenance.

4.7 The Provider will use all reasonable endeavours to ensure accurate and expeditious handling of communications for the Member, but no responsibility shall attach to the Provider or its staff or agents for any injuries, damage or loss howsoever arising or to whomsoever caused.

## 5 MEMBER'S RIGHTS AND RESPONSIBILITIES

- 5.1 The Member shall be entitled to receive the services subject to these Terms and Conditions.
- 5.2 The Member must only carry on business in the name specified on the Agreement.
- 5.3 The DirectMag Media Ltd brand and logo are registered Trade Marks of the Provider. Members may not use the DirectMag Media Ltd logo, brand or images in any document or publication, including the internet and in any way in connection with his/her business, unless previously agreed in writing with the Provider.
- 5.4 The Member must only use the business centre for office purposes, and only for the business stated in the Agreement or subsequently agreed with the Provider.
- 5.5 The Member will not carry on any business which could be construed by the Provider as illegal, defamatory, immoral or obscene and will not use the business centre whether directly or indirectly for any such purpose.
- 5.6 The Member must not put up any signs on any part of the workstations or business centre unless previously agreed with the Provider.
- 5.8 The Member will not be allowed to use the business centre outside of normal business hours unless specifically authorised in writing in exceptional circumstances.
- 5.9 The Member's obligations are to pay the stipulated fee and the costs of all other services provided on the due dates and to perform all of the obligations on the part of the Member contained in the Agreement.
- 5.10 The Member will fully indemnify the Provider against any expenses, costs, claims, damages or penalties incurred by the Provider in connection with this Agreement howsoever occasioned.
- 5.11 The Member will not send or deliver or cause to be sent or delivered to the Location any noxious, harmful, dangerous, live, perishable or bulky objects.
- 5.12 It is the Member's responsibility to arrange insurance for his/her own property, brought into the business centre and for his/her own liability for employees and to third parties.
- 5.13 When the Member makes use of the Provider's offices and meeting rooms the Member agrees that:
- 5.13.1 Such offices and meeting rooms shall be used for general office purposes only.
- 5.13.2 The Member shall maintain the offices and meeting rooms in their existing condition and shall notify the Provider immediately of any damage caused by the Member and the Member's employees and visitors.
- 5.13.3 The Member shall be liable for all damage caused by the Member and the Member's employees and visitors.
- 5.14 The common areas of the Premises will only be used in such a way as to have regard to the rights and interests of other users.
- 5.15 The Member must not install any furniture or office equipment, cabling, IT or telecoms connections without the Provider consent, which it may withhold at its absolute discretion
- 5.16 Any keys issued to the Member remain the Provider's property at all times. The Member must not copy them or allow anyone else to use them without the Provider consent. Any loss must be reported to the Provider immediately and the Member must pay the cost of replacement keys and of changing locks, if required.
- 5.17 The Member agrees to comply with the procedures and regulations which the Provider imposes generally on users of the business centre for health and safety and other reasons. It is the Member's responsibility to ensure that everyone in the business centre with his/her permission or invitation also complies with these house rules.
- 5.18 The Member must at all times respect the privacy and convenience of others using the space. The Member agrees not to do anything that will cause any nuisance or annoyance, that will interfere in any way with the use of the business centre, that will increase the insurance premiums that the Provider has to pay, or cause loss or damage to the Provider or to the owner of any interest in the building which contains the business centre.
- 5.19 The Member must supply copies of at least 2 documents of personal identification, to be chosen from: passport, ID with photo, driving license with Photo, utility bill. Failure to present the required copies of these documents within 14 days from signing the Agreement may result in the Agreement being terminated and initial payment retained.
- 5.20 All electrical appliances brought by the Member to DirectMag Media Ltd business centre must be PAT tested ensuring they are safe to use in the premises. The Provider reserves the right to removing from the premises all electrical appliances that have not been tested properly.

## 6 DURATION AND TERMINATION

- 6.1 This agreement lasts for the period stated in the Rental Agreement and will be extended automatically for successive periods equal to the initial term (or such other renewal term that has been agreed between the Provider and the Member) until brought to an end by giving 1 months' notice by the Member or the Provider.
- 6.2 Standard Duration and Termination Terms and Conditions
- 6.2.1 The Provider may terminate this Agreement immediately by giving notice to the Member if:
- 6.2.1.1 The Member becomes insolvent, goes into liquidation or becomes unable to pay the outstanding debts to the Provider when due;
- 6.2.1.2 The Member is in breach of one of his/her obligations under this Agreement which cannot be put right or which the Provider has given notice to put right and which the Member has failed to put right within 7 days of that notice; or

6.2.1.3 The Member's conduct or that of someone at the business centre with the Member's permission or at his/her invitation, is incompatible with ordinary office use or does not comply with the house rules.

6.2.2 If the Provider is no longer able to provide business accommodation and services at the business centre stated in the Agreement, then the Agreement will end and the Member will only have to pay fees up to the date it ends and for the additional services used and accepts no liability if it is not able to find an alternative service provider.

6.2.3 When the Agreement ends, it will be the Member's responsibility to notify people that the Member is no longer using the address of the business centre. The Provider may return to sender, any mail which arrives at the business centre. The Member agrees that the Provider will have no responsibility to the Member in respect of any such mail.

## **7 PROVIDER'S LIMITATION OF LIABILITY**

7.1 The Member acknowledges that due to the imperfect nature of verbal, written and electronic communications, the Provider is not responsible for the negligence and/or failure to furnish any service, including but not limited to the service of conveying messages, communication and other utility or services or any of its Affiliates, Landlord, Suppliers and any of their respective Officers, Directors, Employee, Partners, Agents and Representatives. The Member's sole remedy and Provider's sole obligation for any failure to render any service, any error or omission, or any delay or interruption of any service, is limited to an adjustment to the Member's bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues.

7.2 With the sole exception of the remedy described above, the member expressly and specifically agrees to waive, and agrees not to make, any claim for damages, direct or consequential, including with respect to lost business or profits, arising out of any failure to furnish any service, any error or omission with respect there to, or any delay or interruption of services.

## **8 LICENCE AGREEMENT**

This agreement is not a lease. It is a contractual arrangement that creates a revocable license. The Provider continues to be solely responsible to the landlord to pay rates, rent, bills and adhere to the conditions of the lease with the Landlord. The Provider retains legal control of the Centre and the office space/desk assigned to Member. The Provider's obligation to provide the Member space and services is subject to the terms of the Provider's lease with the Building. The provider will not sub-let the entire business centre to another party and will be representative in the business centre until the provider lease agreement with the Landlord is terminated. This agreement terminates simultaneously with the termination of the Provider's master lease or the termination of the operation of the Provider for any reason. As the Provider's Member, the Member does not have any rights under the Provider's lease with the Provider's landlord. When this agreement is terminated because the term has expired or otherwise, the Member's license to occupy the Centre is revoked. The Member agrees to remove their personal property and leave the office as of the date of termination. The Provider is not responsible for property left in the office after termination.

## **9 DAMAGE AND INSURANCE**

9.1 The Member agrees to waive any right of recovery against the Provider, its directors, officers and employees for any damage or loss to the Member's property under their control. All property in the Member's office(s) is understood to be under the Member's control.

## **10 GENERAL**

10.1 Any notice given by either party shall be made in writing and shall be deemed sufficiently served (i) in the case of notice to the Provider at the Premises or such other addresses or shall have been notified by the Provider for the receipt of notices and (ii) in the case of notice to the Member at the addresses indicated in the Agreement or such other addresses have been notified by the Member to the Provider for the receipt of notices, including at the email address of the Member.

10.2 Any notice sent by post should be deemed received by the addressee in the normal course of posting.

10.3 All formal notices must be in writing and will be considered given to the Provider if delivered personally to the Provider at the business centre, or sent by courier or first class post to its Registered Office address or to the address indicated in the Agreement.

10.4 Except where we are grossly negligent, you must indemnify us in respect of all liability, claims, damages, losses and expenses which may arise

10.4.1 If someone dies or is injured in the workstations in use;

# DirectMag Media Ltd

## papercloudoffice.com



10.4.2 from a third party in respect of the use of the business centre and the services;  
10.4.3 if the Member does not comply with the terms of the Agreement.  
10.5 The member must also pay any costs, including reasonable legal fees, which the Provider incurs in enforcing the Agreement.  
10.6 The Agreement is personal to the Member and is not capable of assignment.  
10.7 The Provider may transfer the benefit of the Agreement and its obligations under it at any time.  
10.8 The Member agrees that they have neither been offered nor have received legal tax advice from DirectMag Media Ltd.  
10.9 Under no circumstances can this address be used as a company registered office. But can be used as a business address for all contacts and mail services.  
10.10 DirectMag Media Ltd are obliged, on a regular basis, to provide the OFT with a list of our current tenants. Any person(s) or business(es) found to be using the address 39/41 City Mill Lane who is/are not a current tenant may have their licence revoked.

### \* Dedicated Phone Line Initial Outlay for Gibtelecom

- (a) Deposit: £100.00
  - (b) Installation: £60.00
  - (c) Handset: £35.00
  - (d) Setup: £5.00
- Total Set-up Cost: £200.00 (one-off payment)

### Monthly Gibtelecom Bills

Rental: £12.00 per month  
Call Diversion to your phone line outside Gibraltar: £1.50/month  
Monthly Charges: subject to usage

### \*\* Locker / Storage if available

Signed by Member:

Signed for and on behalf of DirectMag Media Ltd:

## Payments

### Card Payments:

Please fill out your card details in order for us to bill you monthly.

Card Holder Name:

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Card Number:

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Expiry Date:

Security Number:

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Signed Consent from the card holder:

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### Bank Transfer for Direct Debit:

**Payments made to:**

DirectMag Media Ltd  
Natwest International Branch  
57 Line Wall Road, Gibraltar  
Sort Code: 60-60-60  
Account Number: 47948531  
IBAN: GI65NWBK060606047948531  
IBAN BIC: RBOSGIGI

Concept: PCO Rent (month)

### Cash Payments

You can pay in cash on a monthly basis at our office from Monday to Friday 10am to 5pm.