

Terms of Business

Prime Office Search Limited

Prime Office Search Limited, a company registered in England and Wales with company number 09389608 with registered office 2nd Floor Gadd House, Finchley, London, N3 2JU (“**Prime Office Search**”)

1. Definitions:

“**Acceptance**” means confirmation that an enquiry has been introduced by Prime Office Search before any other source.

“**Agreement**” means the contract for the provision of services by Prime Office Search to You incorporating these terms of business.

“**Business Centre**” means a business centre property owned or operated by You containing office space that is available to a Customer.

“**Customer**” means a party whether an individual, corporate or unincorporated entity seeking office space.

“**Data Protection Laws**” means (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

“**Introduction**” means the provision of a Customer’s requirements for office space introduced to you by Prime Office Search.

“**Introduction Fee**” means any fee payable to Prime Office Search accordance with these this Agreement.

“**Licence Agreement**” means a contract entered into between You and a Customer under which You permit a Customer to make use of office space in return for the payment of a Licence Fee.

“**Licence Fee**” means the inclusive monthly or annual fee that a Customer pays to you.

“**Office Provider**” or “**You**” means you, the party entering into this Agreement with Prime Office Search, whether as an individual, a partnership, a corporate or unincorporated entity (whether or not having a separate legal personality) and, if you are a company, any associated companies and/or affiliates.

“**Parties**” means Prime Office Search and the Office Provider and each of them shall be a “Party”.

“**Permitted Recipients**” means the Office Provider and Prime Office Search

“**Personal Data**” means personally identifiable information.

“**Rejection**” means confirmation that an enquiry was introduced by another agent before Prime Office Search.

“**Shared Personal Data**” means the Personal Data to be shared between the parties under clause 6 of this Agreement. Shared Personal Data shall be confined to the following categories of information including:

Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

Contact Data includes billing address, delivery address, email address and telephone numbers.

Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

Usage Data includes information about how you use our website, products and services.

Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

“VAT” means value added tax chargeable under English law for the time being and any similar tax.

“Viewing” means an appointment for a Customer, or its representatives to view the office space made available by you.

“Website” means the website at the URL www.primeofficesearch.com and any other websites Prime Office Search.

“You” means You, whether You are an individual, a partnership, a corporate or unincorporated entity (whether or not having a separate legal personality) and, if You are a company, any associated companies and/or affiliates.

2. Registration

- 2.1. To register your Business Centre on the Website is free of charge. The content that is uploaded to the Website relating to your Business Centre will only go live once you have accepted the Agreement either by (i) ticking the box on the Website, or (ii) by signing this Agreement, or (iii) by written email confirmation.
- 2.2. By registering on the Website you consent to Prime Office Search uploading content on the Website relating to your Business Centre to advertise on third party platforms. Advertisements on third party platforms will be consistent with the content uploaded on the Website.

3. Terms

- 3.1. All Introductions shall give rise to commission payments upon execution and completion of a Licence Agreement, unless the Office Provider is able to demonstrate conclusively to Prime Office Search's reasonable satisfaction within 48 hours of an Introduction that it has previously been contacted by the Customer directly or by another agent and that the original introduction has not been made by Prime Office Search.
- 3.2. If/when a Customer introduced by Prime Office Search signs a Licence Agreement to take office space with you (**“Successful Introduction”**), it is the Office Provider's responsibility to confirm details of such agreement within 48 hours of receiving a signed Licence Agreement.
- 3.3. For a Successful Introduction, the Introduction Fee shall be an amount of 10% + VAT of the fully inclusive License Fee payable for a period of up to the first 12 months of the Customer's occupancy, including renewals and expansions, unless additional fees are agreed by prior arrangement.
- 3.4. If a Customer signs a Licence Agreement for a period of less than 12 months, Prime Office Search is entitled to an Introduction Fee for any renewal(s) by the Customer for the period up to the first 12 months of the Customers' occupancy.

- 3.5. Should the Licence Fee increase or decrease during the first 12 months of occupancy, it is the responsibility and obligation of the Office Provider to advise Prime Office Search by email within 48 hours of the change in Licence Fee, so that invoices can be amended accordingly. For the avoidance of doubt, the full Introduction Fee shall remain payable until such email is received.
- 3.6. Prime Office Search reserves the right to accept a higher Introduction Fee in the event the Office Provider runs any promotions, including those set out above.
- 3.7. The Office Provider agrees to inform the agent on execution and/or completion of a Licence Agreement within five (5) working days by email.
- 3.8. The Introduction Fee shall be due as soon as the Office Provider receives a signed Licence Agreement from the Customer.
- 3.9. Introduction Fees will be payable within 30 days of the invoice date. Failure to receive payment within this timeframe will entitle Prime Office Search in its sole discretion to charge interest at the rate of 8% above the Bank of England Base Rate from time to time and to claim the amount due under the Late Payment of Commercial Debts Act (as amended).
- 3.10. Any Introduction made by Prime Office Search to the Office Provider is deemed to be effective for six (6) months from the date of the Introduction, unless the Client is actively in touch with Prime Office Search and/or the Office Provider after the initial 6 month period.

4. Acceptances / Rejections

- 4.1. When an Introduction is made, You agree to inform Prime Office Search of an Acceptance or Rejection, by email, within 48 hours of the Introduction (excluding weekends). Should no Acceptance or Rejection be received, Prime Office Search shall assume the Introduction to be accepted.
- 4.2. Should an Introduction result in the Customer signing a Licence Agreement, and you have not previously informed Prime Office Search of an Acceptance or Rejection, Prime Office Search will assume the Introduction to be an Acceptance and will render an invoice for the full Introduction Fee applicable, which shall be payable under the Agreement.

5. Overturn Policy

- 5.1. When a duplicate introduction is received by the Office Provider from Prime Office Space and one or any number of other agents, a Introduction Fee shall only be by the Office Provider where Prime Office Search was responsible for making the first introduction, prior to other agents, in which case this Agreement shall become effective. Where this has not occurred, the Introduction Fee shall not be due and payable. is deemed as the original agent and where this is Prime Office Search, an Introduction will have been made and the Agreement shall be effective.
- 5.2. Regardless of which agent makes the initial introduction (or "Introduction", insofar as Prime Office Search is concerned), an "overturn" shall be awarded to the agent who arranges a completed Viewing and such agent (which may be Prime Office Search) shall be entitled to subsequent Introduction Fees, with no fee payable to any other agent(s). In the event that no agent arranges a Viewing, then Prime Office Search will only be entitled to the Introduction Fee in accordance with clause 5.1 above.

6. Data Protection

- 6.1. Both Parties agree and acknowledge that they are fully compliant with Data Protection Laws and will follow any Data Protection Laws in the processing and handling of Customer and third-party Personal Data.

- 6.2. This clause sets out the framework for the sharing of Personal Data between the Parties as data controllers. Each party acknowledges that Prime Office Search (the **Data Discloser**) may regularly disclose to the Office Provider (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the purposes of providing information in accordance with this Agreement in order to effect a Licence Agreement and/or an Introduction (the **Agreed Purposes**).
- 6.3. Each Party acknowledges its obligations relating to data sharing and each shall:
- a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - b) give full information to any data subject whose Personal Data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - c) process the Shared Personal Data only for the Agreed Purposes and any Customers referred to the Office Provider by Prime Office Search are strictly for use of the Office Provider only and the Office Provider confirms that they will only use the Customer's Personal Data and any further relevant introduction information in relation to the Office Provider's services, unless there is express written consent from the Customer;
 - d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients, and in particular the Office Provider shall not pass Customer data on to any other parties including but not limited to other agents, brokers or third-party office providers without the prior written approval of both Prime Office Search and the Customer;
 - e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
 - g) not transfer any Personal Data outside the EEA.
- 6.4. Each party shall assist the other in complying with all applicable requirements of the Data Protection Laws. In particular, each Party shall:
- a) consult with the other Party about any notices given to Customers or other data subjects in relation to the Shared Personal Data;
 - b) notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;
 - c) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
 - d) maintain complete and accurate records and information to demonstrate its compliance with this clause 6; and
- 6.5. Notwithstanding the foregoing, the Office Provider shall indemnify Prime Office Search against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Prime Office Search arising out of or in connection with a breach of the

Data Protection Laws by the Office Provider, its employees or agents, provided that Prime Office Search gives to the Office Provider prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

- 6.6 Following the termination of a License Agreement between the Officer Provider and Customer, the Officer Provider shall only continue to hold the Customer's Personal Data in accordance with Data Protection Laws and/or for so long as is justifiable for the purposes of the Services.
- 6.7 This Clause 6 shall survive Termination of this Agreement.

7 Termination of Agreement

This Agreement shall be terminable by either party with immediate effect upon the terminating party's giving written notice to the other. Once the Agreement is terminated by either party, all Introduction Fees shall remain payable including those relating to any Customer introduced by Prime Office Search prior to the termination date which following the termination date gives rise to an Introduction Fee due in accordance with this Agreement.

8 Change of Ownership

- 8.4 In the event that either a Business Centre is sold or leased in whole or in part, or where there is a change of control of the Office Provider (where the company or the assets or substantially all of the assets of the Office Provider are transferred to a third party), it is the responsibility of the Office Provider to promptly notify Prime Office Search in writing or by email of such change of control in advance of the occurrence of the same.
- 8.5 The Office Provider will ensure that the new owners are made fully aware of any future Introduction Fees and obligations that are, or may become, payable to Prime Office Search. All Introduction Fees that arise in accordance with this Agreement shall be due and payable in full, unless otherwise agreed by Prime Office Search.
- 8.6 For the avoidance of doubt, this Agreement and its terms shall be binding on the successors-in-title of the Officer Provider.

9 Miscellaneous

This Agreement will be governed by the laws of the UK.

Prime Office Search reserves the right to amend this Agreement at any time.

Please sign below to confirm acceptance of this Agreement and return via scanned copy & email to info@primeofficesearch.com or by post to 48 Warwick Street, London, W1B 5AW.

Signed:
Name:
Company Name:
Position:
Date: