

Virtual Tenancy Terms & Conditions



1. Definitions

- 1.1 "University" refers to the University of Lincoln, operating the Sparkhouse business centre.
- 1.2 "Tenant" refers to the applicant or business receiving Virtual Tenancy ("VT") services.
- 1.3 "Agreement" means these Terms and Conditions, together with any signed application or correspondence confirming the services.
- 1.4 "Services" may include: business address, mail handling, meeting room access, or other agreed add-ons.

2. Nature of Agreement

- 2.1 This Agreement provides Virtual Tenancy services only. It does not constitute a lease or tenancy and confers no rights of exclusive possession or occupation of University premises.
- 2.2 The Tenant must not use the Sparkhouse Virtual Tenancy address for any correspondence, business registration, or official purposes until: (a) The Virtual Tenancy application has been approved by Sparkhouse; (b) All relevant documents and agreements have been signed; and (c) Confirmation of the approved Virtual Tenancy has been issued in writing by the Sparkhouse team.

Any use of the address prior to these steps is strictly prohibited. The University reserves the right to cancel the Virtual Tenancy application immediately if the address is used in breach of this clause.

The University accepts no responsibility for mail, legal notices, or other correspondence sent to the address before approval is confirmed.

3. Term and Termination

- 3.1 The Agreement commences on the date specified in the application form and continues until terminated by either party.
- 3.2 Either party may terminate by giving one month's written notice.
- 3.3 The University may terminate immediately where: (a) The Tenant breaches these Terms; (b) Fees remain unpaid for more than 14 calendar days after the due date; (c) The Tenant's activity or conduct is, in the University's reasonable opinion, detrimental to Sparkhouse, the University, or other tenants. (d) The Tenant provides false or misleading information.
- 3.4 Upon termination, all outstanding fees are payable up to the effective termination date.
- 3.5 Any mail received after termination will be retained for 30 working days before being returned to sender or securely disposed of.
- 3.6 Upon termination of the Virtual Tenancy, the Tenant must immediately cease using the Sparkhouse address on all correspondence, business registration, websites, marketing materials, and any other official documents. Any continued use of the address after termination is strictly prohibited.



4. Services and Flexibility

4.1 The University will deliver the Services with reasonable care and skill but reserves the right to alter, withdraw, or amend any aspect of the Services where necessary for operational, financial, or legal reasons.

4.2 The University may revise service levels, pricing, or package content by giving at least one month's written notice.

4.3 Continuation of the Services after notice of change constitutes acceptance of the revised terms.

4.4 Where a significant service is withdrawn, the University may offer reasonable compensation or the option to terminate without penalty.

5. Charges and Payment

5.1 Charges are payable monthly

5.2 VAT will be applied to all invoices where applicable.

5.3 The University may review and adjust fees annually, or with one month's notice, to reflect operational costs or inflation

5.4 If payment remains outstanding 14 calendar days after the due date, the University may suspend or terminate the Services.

6. Use of Address and Mail Handling

6.1 The Virtual Tenancy address may be used as a business correspondence address. It may not be used as a registered office address without prior written approval.

6.2 Mail is accepted only for the registered business name(s) listed on the Agreement.

6.3 Parcels and mail become the responsibility of the Tenant upon delivery.

6.4 Due to limited storage, parcels must be collected within 15 working days of delivery, and standard mail within 30 working days.

6.5 If items are not collected or forwarding arrangements are not made within these periods, the University will, where possible, return them to the sender. Where return is not feasible, items will be securely disposed of.

6.6 The University will notify the Tenant when mail or parcels are received but is not responsible for providing follow-up reminders or ensuring collection.

6.7 Upon termination of the Agreement, any mail received will be held for up to 30 working days and then returned to sender or securely destroyed.

6.8 The University accepts no responsibility for any loss, delay, or damage to mail or parcels once delivered to Sparkhouse or following their return or disposal under this policy.

7. Tenant Responsibilities

7.1 The Tenant must use the Services in accordance with all applicable UK laws and University policies.

7.2 The Tenant must not use the address or facilities for unlawful, misleading, or fraudulent purposes.

7.3 The Tenant must notify the University of any change in business name, structure, or contact details.

7.4 When visiting Sparkhouse, the Tenant must comply with all on-site health, safety, and security rules.



8. Liability and Indemnity

8.1 The University will exercise reasonable care and skill in providing the Services.

8.2 Limitation of Liability

(a) However, to the fullest extent permitted by law:

(b) The University's total liability to the Tenant for any loss, damage, or claim arising from or in connection with this Agreement — whether in contract, negligence, or otherwise — shall not exceed the total amount of fees paid by the Tenant in the 12 months immediately preceding the event giving rise to the claim (or, if less than 12 months, the total fees paid during that period).

(c) The University shall not be liable for any indirect, special, or consequential loss, including (without limitation) loss of profit, business, goodwill, anticipated savings, or opportunity.

(d) Nothing in this Agreement limits or excludes liability for death or personal injury resulting from the University's negligence, fraud, or any other liability which cannot lawfully be excluded.

(e) The Tenant shall indemnify and keep indemnified the University against any claims, losses, or damages arising from the Tenant's breach of this Agreement or unlawful use of the Services.

(f) As this Agreement provides a virtual business address only, the Tenant is responsible for ensuring they hold any insurance necessary for their own business activities. The University does not supply insurance cover and accepts no liability for the Tenant's operations. By entering into this Agreement, the Tenant confirms they have appropriate insurance in place where required.

9. Data Protection

9.1 The University will process all personal data in accordance with the UK GDPR and the Data Protection Act 2018. Tenant information will be used solely for the administration and delivery of the Services.

10. Variations

10.1 The University may amend these Terms and Conditions at any time, giving one month's written notice to the Tenant. Continued use of the Services after such notice constitutes acceptance of the revised Terms.

11. Anti-Money Laundering (AML) and Identification

11.1 The University operates in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended.

11.2 Before providing Services, the Tenant must supply proof of identity and address for each company director and each beneficial owner or person exercising significant control (being any individual who owns or controls 25% or more of the company's shares or voting rights, or otherwise exercises significant influence or control), together with proof of the business's legitimate trading status.

11.3 Acceptable identification may include (but is not limited to)

(a) Valid passport or UK driving licence (photo ID); and

(b) Recent utility bill, bank statement, or official correspondence dated within the last three months.



11.4 Identification documents must be presented in person for verification prior to the commencement of Services. Services will not commence until satisfactory inperson verification has been completed.

11.5 The University reserves the right to verify details with external databases or request further documentation, such as a certificate of incorporation or VAT certificate.

11.6 Services will not commence, and mail will not be released, until satisfactory verification has been completed.

11.7 The University may suspend or terminate Services immediately if verification fails or there is suspicion of illegal or unethical activity.

11.8 All identification information will be stored securely and processed in accordance with UK GDPR.

11.9 The Tenant must promptly notify the University of any changes in business ownership, structure, or contact details.

11.10 The University reserves the right to request updated identification or re-verification at any time, including periodic checks, to ensure compliance with legislation and University policy.

11.11 The University may share information with law-enforcement or regulatory authorities where required by law, without prior notice or consent.

12. Force Majeure

12.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, governmental action, epidemic or pandemic, or failure of utilities or transport networks. The affected party shall notify the other as soon as reasonably practicable and take reasonable steps to mitigate the impact of such events.

13. Governing Law

13.1 This Agreement is governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England.

14. Execution and Acceptance

14.1 By signing below, the Tenant confirms that:

(a) It has read, understood, and agrees to be bound by these Terms and Conditions.

(b) The individual signing is duly authorised to execute this Agreement on behalf of the Tenant.

(c) All information provided to the University for Anti-Money Laundering and identification purposes is true, accurate, and complete.

Please Turn Over to Complete Document.



Please Sign Below:

Company Name	Name of Authorised Signatory:
Date	Signature

This Agreement may be executed electronically, and such electronic execution shall be valid and binding and have the same effect as a handwritten signature.



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