

Office Service Agreement

Agreement Date: (DD/MM/YYYY)	{dd}/{mm}/{yyyy}	Reference No:	EZA
BUSINESS CENTRE ADDRESS			
CLIENT ADDRESS (Not Executive Zone Address)			
Name of the Business	{fetchInputCompanyName}		
Nature of Business			

PAYMENT DETAILS (INCLUDING TAX/GST AND SERVICES)	
Yearly Office Fee	
GST 18%	
Total Yearly Fee	
DOCUMENTS COLLECTED	
ID Proof of Authority Signatory	
Incorporation Certificate	
Company & Individual PAN Details	
GST Registration Certificate	

*All agreements end on the last calendar day of the month

Duration of Agreement	Start Date	{dd}/{mm}/{yyyy}	End Date*	{sedd}/{semm}/{seyyyy}
Comments:				

We are The Executive Zone Private Limited, Shakti Towers, Ground Floor, Tower 1, 766, Anna Salai, Chennai – 600002, Tamil Nadu, India. admin@executivezone.in, www.executivezone.in, the "Provider". This Agreement incorporates our terms of business set out on attached Terms and Conditions which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. This agreement is binding from the agreement date and may not be terminated once it is made, except in accordance with its terms. Note that the Agreement does not come to an end automatically. See "Bringing your Agreement to an end".

Name (Printed):

Name (Printed):

{Authorisedsignatory}

Title (Printed):

Title (Printed):

{Designation}

Signed on your Behalf

Signed on our Behalf (Client)

TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES

M/s The Executive Zone Private Limited ("TEZ") provides The Client ("You") services as provided in the proposal ("Services") at its office space located at Shakti Towers, Ground Floor, Tower 1, 766, Anna Salai, Chennai – 600002, Tamil Nadu, India ("Office") subject to the following Terms & Conditions ("T&C"), under this Office Service Agreement ("Agreement"). TEZ reserves the right to update/make changes to the following T&C at any time with prior intimation to You. This agreement is a mere permission for You to use the Services subject to these terms. You accept that this Agreement creates no tenancy interest, leasehold estate or other real property interest in Your favour with respect to the services provided to You. TEZ is giving You the right to share with TEZ the use of the Office on these T&Cs and with the local administration and office usage rules which TEZ may frame from time to time. This Agreement or any of your obligations are non-transferable. This Agreement is composed of the front page describing the services provided to You under the present T&C. The Services will be available only on due payment of the service fee as per these terms.

2. GENERAL TERMS

2.1 Comply with House Rules: You must comply with any House Rules which TEZ may impose generally on users of the Office. The House Rules vary from Office to Office of TEZ.

2.2. Insurance: You are responsible for arranging insurance for your property brought into TEZ, your employees, and the risks to third parties. TEZ shall bear no responsibility.

2.3. Notices: All formal notices must be in writing to the address first written above.

2.4. Confidentiality: The T&Cs of this Agreement are confidential. Neither TEZ nor You must disclose them without the other's consent unless required by law. This obligation shall survive even after the termination of this Agreement.

2.5. Enforcement of this Agreement: You shall be liable to pay any/all costs, including legal fees, that TEZ incurs in enforcing this Agreement upon You at any point in time.

2.6. Identification Documents: You agree to provide all documents pertaining to the identification of your Company (mentioned in the agreement) and of the person (executing the agreement), as deemed relevant by TEZ, for the purpose of verification of the legitimate existence of the business. You authorize TEZ to conduct verification of the legitimate existence of your business and/ or standard business verification to execute the agreement.

2.7. You shall not carry on a business that directly or indirectly competes with TEZ in the same premises where TEZ operates. Upon your separation from TEZ for any reason, you explicitly agree not to, directly or indirectly, own, manage, operate, control or set up in the commercial space for a period of at least one year after such separation.

3. DURATION:

3.1 This Agreement shall remain in force for the initial period mentioned hereinabove or until terminated as per the T&C. This Agreement can be extended further as TEZ, and You may mutually decide. The Service fee on any renewal will be at the then-prevailing TEZ rates. The obligations as per this agreement will commence from the Agreement Date and shall continue on the Client until the final discharge of the obligations by the Client as per the terms herein.

4. EMPLOYEES OF TEZ:

4.1. While this Agreement is in force and for a period of six months after its termination, You shall not directly or indirectly solicit or offer employment or contractual engagement to any staff employed in the Office. This obligation applies to any employee employed at the Office until that employee's termination of employment and for three months after that. In the event of a breach, You shall pay the TEZ an amount equivalent to one year's salary of such employee concerned.

4.2. Client Representation of TEZ Employees: Throughout the duration of this Agreement, You agree that neither You nor any of Your' partners, members, officers, or employees will represent or otherwise provide legal counsel to any of TEZ's current or former employees in any dispute with, or legal proceeding against, TEZ, or any of TEZ' affiliates, members, officers or employees.

5. DESCRIPTION OF SERVICES AND OBLIGATIONS:

5.1 Furnished office Workstations: TEZ is to provide the number of serviced and furnished office Workstations for which You have agreed to pay remuneration specified as per the proposal forming part of this Agreement. This Agreement lists the workstations TEZ has initially allocated for Your use. You will have a non-exclusive right to the rooms/workstations allocated to You. Occasionally, TEZ may need to allocate different workstations, but these workstations will be of reasonably equivalent size, and TEZ will notify You with respect to such different workstations in advance, and you shall comply with the request made by TEZ.

5.2 Office Services: TEZ is to provide the Services during normal Office working hours. If TEZ decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.

5.3 IT services: TEZ does not make any representations as to the security of the TEZ network (or the internet) or any information you place on it. You shall adopt whatever security measures (such as encryption) are appropriate to the circumstances without disrupting any services or facilities of TEX. TEZ does not guarantee any specified limit of network speed or connectivity in the network connection during Your use of the TEZ network (or the internet).

5.4 Access to the Workstations: TEZ reserves its right to enter Your Workstation(s) and inspect it at any time. However, unless there is an emergency, TEZ will attempt to notify You either verbally or electronically in advance whenever TEZ may require access to Your workstation(s) to carry out testing, repair, or work other than routine inspection, cleaning and maintenance.

5.5 Allotment of Workstations: If for any reason TEZ is unable to allocate the workstation(s) as required by You under this Agreement on the start date, TEZ shall bear no liability/responsibility to You for any loss or damages that occurred due to non-availability of workstation(s) however You shall be open to cancel this Agreement without penalty, however by clearing all due accrued till date. TEZ shall not charge You the monthly office fee for a workstation(s) until the same is made available to you. In certain circumstances, upon mutual discussion, TEZ may delay the start date of this Agreement to another date whenever the workstation(s) are available, and Your monthly Office fee shall start on such revised start date.

6. USE

6.1 Office Property Protection: You shall not alter any part of the workstation(s) provided to You, and You undertake to take good care and exercise reasonable caution to protect the office property, its equipment, fixtures, fittings, and furnishings from any damage whatsoever. In case any damage caused by You or due to your omission or negligence or those in the office with Your permission or at Your invitation, whether express or implied, including but not limited to all Your employees, contractors, agents, or other persons present on the premises shall be held responsible and shall be liable to reimburse the cost of such damage.

6.2 Office furniture and equipment: You shall not install any cabling, IT, or telecom connections without TEZ's consent, which TEZ may refuse at its discretion. At all times, TEZ shall be allowed to inspect, monitor, and oversee any installations (for example, IT or electrical systems) and to suggest changes to ensure that such installations do not interfere with the use of the workstation(s) by other Clients or TEZ. You shall be obligated to make suitable modifications to such installations upon such suggestions.

6.3 Office Use and Workstation(s): The workstation(s) shall be used only for the purpose for which it has been rented and for no other purpose, and you shall ensure that the usage is for a lawful purpose and by complying with the applicable law, these terms and house rules. Usage of workstation(s) for "retail" or "medical" business or any other business involving frequent visits by the public shall not be permitted unless otherwise agreed by TEZ. Without assigning and without prejudice to other terms hereon and the House Rules, TEZ may restrict access to any person to the premises for the reasons deemed appropriate by TEZ.

6.4 During the subsistence of this Agreement, You shall not carry on any business that may directly or indirectly compete with TEZ's business of providing serviced office workstation(s) or its ancillary services.

6.5 The Client's name and address: Any branding or displays which you may need in TEZ premises shall be only in the manner approved and permitted by TEZ. You must not use the name TEZ or any of its associated companies in any way in connection with your business. Should You choose to use the services, provided by TEZ, for an additional company, an additional charge per month and company name may apply.

6.6 Use of the Office Address: With the prior written consent of TEZ You may use the Office address as Your business address only for the company which has been approved by TEZ. Any other uses without TEZ's prior consent are prohibited.

6.7 You are required to disclose the number and names of persons who will work in the Workstation.

6.8 You must comply with all relevant laws and regulations in the conduct of its business. You must do nothing illegal in connection with its use of the Centre. You must not do any act prohibited under the provisions of any law. You must not do anything that may interfere with the use of the Centre by TEZ or by others, cause nuisance or annoyance.

6.9 By you using the premises or the services there is nothing expressed or implied to mean that TEZ has any awareness of what you do. TEZ disclaims knowledge of any of your activities. For the same TEZ relies on your representation and warranty that you shall comply with applicable law, these terms, and the house rules as may be updated from time to time.

7. SECURITY DEPOSIT:

7.1 Deposit: You shall be required to deposit an amount equivalent to 3 month(s) of monthly service fee towards interest-free refundable Security Deposit. This will be held by TEZ as security for the performance of all Your obligations under this Agreement which TEZ at its discretion shall be entitled to adjust towards any of your dues.

7.2 Refund: The security deposit, will be refunded after deducting any outstanding fees or any other dues payable by You to TEZ after You have settled the TEZ account and have fulfilled all the obligations under this Agreement.

7.3 Increase in Deposit: TEZ may require You to pay an increased deposit if the number of workstations occupied by You increases, or the outstanding fees from You exceed 25% of the deposit held, or You frequently fail to pay when due.

8. LIABILITY AND DISCLAIMER

8.1 TEZ will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss.

9. MONTHLY FEES AND SERVICE FEES

9.1 Taxes and duty charges: You agree to pay promptly

TDS: You shall be entitled to deduct tax at source (TDS) on the amounts paid towards Fee and services, in accordance with the provisions of the Income Tax Act 1961 as applicable from time to time. You shall promptly and regularly furnish the tax deduction certificates in respect thereof to TEZ.

9.2 TEZ may require You to pay an increased retainer fee if the outstanding fees exceed the service retainer/deposit held, and/or You frequently fail to pay TEZ when due.

9.3 Invoice: TEZ shall raise the monthly invoice prior to the start of each month in advance on the 1st of the previous month, and You are required to clear the same within 20 days from the date of receipt of the invoice.

9.4 TEZ is continually striving to reduce its environmental impact and supports its clients in doing the same. Therefore, TEZ shall send all invoices electronically (where allowed by law) and You are required to make all payments via an automated method such as RTGS, NEFT, IMPS, Direct Debit or Credit Card, whichever the local banking systems permit.

9.5 Late payment: If You do not pay the fees when within the stipulated period as per Clause 10.3 above, a late fee interest @18% per annum on the outstanding fees would be attracted. TEZ also reserves the right to withhold services (including for the avoidance of doubt, denying You access to its accommodation(s)) while there are any outstanding fees, late fees and/or interest or if You are in breach of this agreement.

9.6 Insufficient Funds: In the case where You have issued a Cheque or a Direct debit request, and the same was declined due to insufficient funds, You are required to immediately make the payment through other means without any delay to avoid any termination. Further a fee of Rs.2500 will also be charged for such declined payment.

9.7. TEZ will charge an escalation to the existing monthly fee at every anniversary of the start date of this agreement to max by 6% percentage by mutual consent. This will only apply to agreements that have an original start and end date constituting more than a 12-month term. All agreements will renew automatically for successive periods equal to the current term until brought to an end by you or us as per clause 11.1.

9.8 Renewal: This Agreement may be renewed from time to time between TEZ and You. TEZ reserves its right to deny renewal of the Agreement for any reason. Renewal may be for a further period as TEZ and You may agree to, however TEZ reserves the right to determine the renewal and also the renewal period.

9.9 Standard services: The monthly office fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by TEZ at the specified rates for the duration of this Agreement (including any renewal). Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month the fee will be applied on a daily basis.

9.10 Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with the TEZ published rates which may change from time to time, are invoiced in arrears and stand payable the month following the calendar month in which the additional services were provided.

9.11 Discounts, Promotions and Offers: If You are benefited from a special discount, promotion or offer, TEZ may discontinue that discount, promotion or offer without notice if You breach these terms and conditions or monthly fee becomes past due.

10. TERMINATION

10.1 TEZ may put an end to this Agreement immediately by giving notice to You with immediate effect for any reason, and without need to follow any additional procedure if (a) You become insolvent, bankrupt, or become unable to pay your debts as they fall due, or (b) You are in breach of one of these obligations which You are unable to make it right or which TEZ has given You notice to put right and You has failed to put right within fourteen (14) days of that notice., If TEZ puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations including additional services used and the monthly office fee for the remainder of the period for which this agreement would have lasted if TEZ had not ended it.

10.2. In the event that TEZ is permanently unable to provide the services and accommodation(s) at the Office stated in this Agreement then this Agreement will end and You will only have to pay monthly office fees up to the date it ends and for the additional services You have used.

10.3. When this Agreement ends for any reason, including the reasons above, You have to vacate in entirety, including the removal of Your personal belongings, before the last date of operation of the office space. You are further required to leave in the same condition as it was when You took it upon your arrival. You are also required to take all actions required in order to ensure TEZ stops receiving phone calls, emails, and visitors from any person or client of yours.

10.4 TEZ reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. Once You leave the Office premises, TEZ shall not be responsible for any property left behind by You. TEZ may dispose of the belongings in any way TEZ chooses without owing You any responsibility for it or any proceeds of sale. When You vacate the Office Premises, TEZ may invariably continue to receive the Client's mail, faxes, telephone calls and visitors. In order to professionally manage the redirection of Your' calls, mail, faxes and visitors, TEZ charges a one-time Business Continuity Service. This service lasts for three months after the end of the date of this Agreement. If in the event that during Your' stay, there are no calls, mail, faxes or visitors, this service may not be applied. If You continue to use the accommodation(s) when this Agreement has ended, You shall be responsible, in addition to monthly fees, any loss, claim or liability that TEZ incurs as a result of Your' failure to vacate on time. Without prejudice to the rights of TEZ as aforesaid, TEZ will also be at liberty to remove the articles and belongings of the Client from the premises at the risk and cost of the Client. TEZ may, at its discretion, permit You an extension subject to a surcharge on the monthly office fee.

10.11 Discounts, Promotions and Offers: If You are benefited from a special discount, promotion or offer, TEZ may discontinue that discount, promotion or offer without notice if You breach these terms and conditions or monthly fee becomes past due on two or more occasions.

11. ARBITRATION

All disputes arising out of this Agreement or in connection with the interpretation of this Agreement or any clause or provision contained herein or the respective rights, duties or liabilities of the TEZ and You, which cannot be resolved by mutual discussions, shall be referred to a sole Arbitrator as per provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereto. The courts of Chennai shall have exclusive jurisdiction and the venue/place of the arbitration proceedings shall be Chennai and the proceedings shall be in English.

Terms and Conditions -

Drafted by – PJ Law