

Terms and Conditions

These are we the Operator's terms of business and they apply to the Agreement..

- 1. We agree to provide you the Member with a working area & seat within the Office. Working space is on a first come basis and is non-exclusive. The Office layout may also be subject to change and the positions of a desk or workspace may alter.
- 2. The Licence Fee is payable monthly in advance and is inclusive of rent, rates, service charge, building insurance, utilities, broadband, cleaning, building management, use of the kitchen and toilet facilities. Additional fees apply for; printing & copying, use of the office as a registered or trading business address and extended use of the meeting rooms. These fees / costs are to be paid before the end of the month in which they are provided. VAT is due on the Licence Fee and any vatable services provided.
- 3. The Licence Fee is due and payable in full, monthly in advance, by the third working day of each month.
- 4. If you wish to cancel the Agreement please notify us in writing (email or letter) before the end of the month. We may also terminate the Agreement by notifying you in writing (email or letter) before the end of the month. In either case the rights and responsibilities of either party will terminate at the end of the month during which notice is given, subject to clauses 12 and 13 below.
- 5. Late payment of the Licence Fee and/or additional costs in clause 2 above shall incur an interest charge of 2% per month on the outstanding amount.
- 6. The office can be used by the Member any time between 9am and 5pm Monday to Friday. Use outside of these times and / or at weekends is available subject to prior agreement with us. .
- 7. We have a right to increase the Licence Fee. In the event that there is a proposed rate increase you will be notified in writing (via email) of the proposed increase at least 1 month in advance and have the right to accept the increase or terminate the Agreement before the end of the month.
- 8. We reserve the right to withhold access to use the Office whilst there are outstanding fees on your account or you are in breach of the Agreement.
- 9. We are giving you a non-exclusive right to use the Office.
- 10. The Agreement is personal to you and cannot be transferred.
- 11. The Agreement lasts for the period as stated in it and will automatically be renewed and continue on a monthly basis unless and until notice to terminate has been given as above by either party.



- 12. We may also end the Agreement immediately by giving notice if,
 - a. You become insolvent, enter into liquidation or become unable to pay your debts as they become due.
 - b. Your conduct, or that of someone with your permission or at your invitation, is incompatible with normal office use.
 - c. You are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within 7 days of that notice.
- 13. If we end the Agreement for any of the reasons as stated in paragraph 12 it does not cease any outstanding obligations you may have and you must,
 - a. Pay the Licence Fee for the remaining period of the Agreement as stated in it.
 - b. Pay for the additional services you have used.
 - c. Pay any accred interest
 - d. Indemnify us against reasonable and proper costs and losses we incur as a result of the termination or as a result of pursuing any outstanding fees or debts.
- 14. You must not alter or make changes to the Office, communal entrance or communal areas kitchen, W/C, fixtures, fittings and furnishings or interfere with any supplies to or in the Office. You will be liable for any damage caused by you or those in the Office with your permission or at your invitation.
- 15. You must not install or procure any catering, office furniture, equipment, data cabling or connections in the Office without our written consent. We may refuse consent at our discretion.
- 16. Members are permitted to have 1 guest in the Office at any one time for business meetings. Please notify us in advance of any guest visiting the Office. It is the responsibility of the Member to ensure such guest is shown and that they understand the fire risk assessment and the 'General Office House Keeping' documents displayed on the members' notice board. It is also the Member's responsibility to have sufficient insurance in place to cover their guest. Guests have no right to remain in the Office beyond their meeting time. We have the right to restrict guest access to the Office and to ask guests to leave if there is a good reason to do so (for example disruption of office working conditions or excessive noise, etc).
- 17. Keys and door cards remain our property at all times. No address information regarding the subject building is to be placed on the keys / key rings. Any lost keys will require replacement at a cost of £25 plus VAT per key. If locks are required to be changed the cost of the replacement and labour / call out fees will be paid for by the Member concerned. Please notify us immediately regarding any lost keys
- 18. It is the responsibility of the final person in the Office to ensure the Office is securely locked. If the Member does not hold a key to enable them to lock the Office they must notify one of the Directors of the Operator that they are leaving the Office in order that we can lock the Office after use.
- 19. You must comply at all times with the rules of the Office (please refer to the separate document titled 'General Office House Keeping').



- 20. Fire Safety You must familiarize yourself with the fire safety notices displayed around the Office and the building and read the fire risk assessment displayed on the notice board in the Office. Please ensure you are fully aware of the nearest escape route and fire alarm activation points. In the event of a fire please raise the alarm (red fire alarm point is situated on the wall in the Office) and leave the building via the Office door, down the stairs and out of the main building entrance. Please exit the building as safely and swiftly as possible. Once you are safely away from the building please notify the fire emergency service and a Director of the Operator. Full information regarding proceedures is detailed on the Fire Risk Assessment on the members' notice board. Each member must read this document. If anything is unclear please ask a Director of the Operator.
- 21. Fire Alarm Testing A weekly fire alarm test will take place generally every Thursday morning.
- 22. Insurance Each member is responsible for arranging insurance cover in respect of his/her own property which you may bring into the Office. Each member is responsible for arranging their own liability and public liability insurance to your employees and third parties.
- 23. We are not liable for any loss as a result of our failure to provide a service as a result of a mechanical breakdown, strike, delay, failure of staff, termination of our interest in the Office or otherwise unless we do so deliberately. We are also not liable for any failure until you have made us aware of the failure and we have been given reasonable time to put this right.
- 24. We will not have any liability for loss of business, loss of profits, loss of or damage to data, third party claims or any consequential loss. We advise you to insure against all such potential loss, damage or liability.
 - We will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, this Agreement and or your use of services except to the extent that such loss, damage or claim is directly attributable to our deliberate act or negligence and in any event our liability will be limited to £5m.
- 25. The terms of the Agreement are confidential. They must not be disclosed without the other's consent unless required to do so by law.
- 26. For the avoidance of doubt, the Agreement does not constitute a businesstenancy or lease agreement. You have no security of tenure, and notice can be given at any time to end the Agreement.
- 27. Neither the Member not any of its visitors have the right to park in the private car park to the rear of the Office and are warned that an ANPR camera system is in operation. Any unauthorized parking or vehicle use in this area may be liable for a fine or charge.
- 28. This Agreement shall be interpreted and enforced in accordance with English Law.