



## **TERMS AND CONDITIONS (THE "CONDITIONS")**

### **GENERAL**

1. This membership agreement (the "Agreement") comprises the front sheet (the Membership Details Form preceding these Conditions), these Conditions and the Operator's rules and regulations governing use of the Office(s) and property, as the same are updated by the Operator from time to time (the "House Rules") in force from time to time and available on our website ([www.huddle.co.uk](http://www.huddle.co.uk)) and the Operators acceptable use policy for network services and its centre management system which are available on the Operator's website ([www.huddle.co.uk](http://www.huddle.co.uk)) (the "Acceptable Use Policy"). This Agreement (together with any documents referred to herein) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. It supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

2. The Operator is giving the Customer the right to use the Business Centre (as set out in the Membership Details Form) and Office (as set out in the Membership Details Form) on the terms and conditions of this Agreement. This Agreement gives the Customer a licence for the use of the Office(s) for a limited period in the Business Centre which is under the management and control of the Operator. The Customer acknowledges and accepts that:

- a) it shall occupy the Business Centre/Building (as set out in the Membership Details Form)/Office(s) as a licensee and that this Agreement creates no tenancy interest, leasehold or other real property interest in the Customer's favour with respect to the Office or any other part of the Business Centre or Building;
- b) nothing in this Agreement is intended to create a letting of the Business Centre, Offices and Building or to confer any rights on the Customer, whether under common law or any enactment, greater than a bare licence on the terms of this Agreement.

3. This Agreement is personal to the Customer and cannot be transferred to anyone else without prior consent from the Operator unless such transfer is required by law.

4. Where two or more persons constitute the Customer all obligations of the Customer shall be joint and several.

5. A person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provisions of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6. All notices served by the Customer must be in writing to the Operator's address included on the Membership Details Form, and by email to the Business Centre email specified on the Membership Details Form.

7. Any notice by the Operator to the Customer shall be deemed sufficiently served if sent by hand or by first class prepaid post recorded delivery or special delivery to the Customer at its registered office or at the Office, or by email.

8. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

9. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement. If any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provision(s) so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provision(s).

10. This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

### **OPERATOR'S OBLIGATIONS**

11. The Operator permits the Customer to use the Office or such other space(s), suite(s) or room(s) as the Operator may from time to time direct in accordance with this Agreement during the normal business hours for the Business Centre, until the earlier of the expiry of the period commencing on the Start Date (as set out in the Membership Details Form) and ending on the End Date (as set out in the Membership Details Form) (the "Licence Period") or other determination in accordance with this Agreement. After the Licence Period, the Agreement shall be automatically extended for successive terms equivalent to the period of the Licence Period (each, a "Rollover Renewal Term") with the licence fee as set out in the Membership Details Form (the "Licence Fee") for such Rollover Renewal Term to be calculated in line with clause 25 of this Agreement on the same terms and conditions as this Agreement, unless and until the Customer terminates the Agreement in accordance with clause 56 of this Agreement.

12. The Operator permits the Customer to use the coworking space as office space and for no other purpose and to use the Operator's fixtures and fittings in the Office.



13. The Operator shall during the Licence Period use reasonable endeavours to provide use of the lifts, staircases, fire escapes, toilets and other common areas designated from time to time by the Operator (in all cases) for the common use of occupiers of the Business Centre, plus basic telephony and standard internet connectivity to the Office and the Business Centre (subject to the terms of this Agreement and the Operator's acceptable use policies in operation from time to time).

14. This Agreement will list the accommodation the Operator initially allocates for the use of the Customer. The Customer will have the right to use the desk allocated and the Operator has the right to relocate the Customer to another office of reasonably equivalent size and quality within the Building upon giving not less than 4 weeks' notice (except in case of emergency). In the event of relocation to another desk, references in these Conditions to the Office shall as appropriate be a reference to that other office.

15. To maintain a high level of service, the Operator may need to enter the Customer's accommodation and will endeavour to give reasonable notice, except in the event of an emergency, for purposes of attending to cleaning or in respect of provision of any other services pursuant to this Agreement. In all other instances, to include inspection or in order to resell the space if the Customer has given notice to terminate, the Operator will seek to provide at least 24 hours' prior notice (except in case of emergency) and will endeavour to do so at a time and in a manner which causes as little disruption to the Customer as is reasonably possible. The Operator will always endeavour to respect the Customer's reasonable security procedures to protect the confidentiality of the Customer's business.

#### **INTERNET SERVICES**

16. Subject to payment of the Licence Fees (as set out in the Services section of the Membership Details Form), the Customer will have a non-exclusive, non-transferable right to use the Huddle network services and the Huddle client portal as updated from time to time and available on the Operator's website during the Licence Period. The Customer will receive the service provider's standard customer support services during normal business hours in accordance with such service provider's standard policy.

17. The Operator does not warrant that the Customer's use of the internet connectivity services made available by the Operator at the Building (the "Network Services") or client portal made available by the Operator ("Client Portal") will be uninterrupted or error-free; or that the information obtained by the Customer through the Network Services and/or Client Portal will meet the Customer's requirements. The Operator is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Network Services and Client Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

18. Use of the Network Services and the Client Portal are subject to acceptance of and adherence to the Operator's Acceptable Use Policy.

19. Whilst the Operator has internet security protocols, the Operator does not make any representations as to the security of the Operator's network (or the internet) or of any information that the Customer places on it.

20. The Customer is solely responsible for adopting whatever security measures (such as encryption) it believes are appropriate to its circumstances.

21. The Operator makes no representation or guarantee that a specific degree of availability will be attained in connection with the Customer's use of the Network Services and the Client Portal. The Customer's sole and exclusive remedy shall be the remedy of such failure by the Operator within a reasonable time after written notice.

#### **FEES AND PAYMENT**

22. The Customer will set up direct debit and/or credit or debit card payments as directed by the Operator. The Customer hereby acknowledges and agreed that the Operator will take payment for the charges in the manner set out in the following clauses against the payment method provided.

23. The Customer's obligations to pay to the Operator the Licence Fees and any other charges will commence on the Start Date (as set out in the Membership Details Form).

24. The Licence Fee and any other fixed monthly charges for services (plus applicable VAT) will be payable in advance, monthly, no later than 25th day of the month in respect of the services due for the following month.

25. On each anniversary of the Start Date, the Licence Fee (monthly) is automatically increased to the higher of: (i) the Licence Fee immediately before the relevant anniversary of the Start Date and (ii) the "RPI Increased Licence Fee" which will be calculated as follows:

$$R = A \times \frac{C}{B}$$

Where:

R is the RPI Increased Licence Fee;

A is the Licence Fee immediately before the relevant anniversary of the Start Date;



C is the "Current Figure" which is the "all items" figure of the Index of Retail Prices (published by the Office for National Statistics or any successor Ministry, Department or Government Agency) ("Index") index figure for the month three months preceding the relevant anniversary of the Term Start Date; and

B is the "Base Figure" which is:

- (a) on the first anniversary of the Start Date, the Index figure for the month three months preceding the Start Date;
- (b) on each succeeding anniversary of the Start Date, the Current Figure for the preceding anniversary of the Start Date.

The Operator will notify the Customer of the RPI Increased Licence Fee.

26. If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the RPI Increased Licence Fee to reflect increases in the cost of living on a similar basis to that originally set out in this Agreement. If the parties are unable to agree a basis for the Revised Indexation, then either of them may at any time request that the President of the Royal Institution of Chartered Surveyors appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996. All other amounts (plus applicable VAT) due for services will be billed in arrears by the Operator with payment on or around the 25th of each month, including but not limited to charges in respect of telephone calls, additional telephony or IT services, refreshments, meeting room use, parking, storage and secretarial / admin services.

For the avoidance of doubt, the services are those which will be provided as part of the House Rules (which are subject to change from time to time) but in all cases shall include those reasonable services which are standard for a high quality serviced operator including (but not limited to) licence fee for the space, business rates, charge for services provided, office cleaning, utilities, maintenance, building insurance and professional indemnity insurance, meeting room allocation, reception services, 24/7 access and security, [invitation to some events (subject to availability), access to some perks (subject to availability) etc (the "Services").

For the avoidance of doubt, photocopying, scanning, telephone calls and catering amongst other additional services are consumable additional costs and shall not be included in the Licence Fee.

27. Late fees will be payable on any amount not paid when due. A service fee of £25 plus 5% of the late amount per month will be charged on all overdue balances under £500, or £50 plus 5% of the late amount per month on all overdue balances over £500.

28. The Customer will pay a fee of £50 (or if lower the maximum amount permitted by law) for any returned payments due to insufficient funds, or any change be made from a direct debit payment process.

29. The Operator reserves the right to withhold services (including for the avoidance of doubt, denying the Customer access to the Customer's accommodation) while there are any outstanding fees, penalties and/or interest.

30. The Operator reserves the right to increase the License Fee to reflect the reasonable additional costs charged to it by third party suppliers in respect of providing the Office and services.

#### DEPOSIT

31. The Customer will pay the deposit in the Membership Details Form prior to taking up occupation of the Office.

32. The Deposit will be held by the Operator as security for payment of the Licence Fee and any other sums payable pursuant to this Agreement or on breach of any of its provisions whether during or at the end of the Licence Period.

33. The Operator may withdraw from the Deposit any sums which are due to the Operator due to the Customer's default under this Agreement. If the Operator withdraws money from the Deposit the Customer must pay to the Operator the sum required to restore the Deposit to its original level, or such top up required by the Operator, promptly.

34. The Operator may require the Customer to pay an increased deposit if, in the Operator's opinion, it has reasonable grounds to do so.

35. The Operator will as soon as reasonably practicable after the end of the Licence Period return the Deposit or (as the case may be) the balance of the Deposit to the Customer after deducting sums then due under or arising from any breach of this Agreement.

#### CUSTOMER'S OBLIGATIONS

36. The Customer must only use the accommodation(s) for office purposes. Any other uses, including those of a retail or medical nature, involving frequent visits by members of the public, are not permitted.

37. The Customer may not allow any other person, company or body (other than the Customer's own staff and employees) to use or occupy the Office, or to use the Office as its registered office save for visitors. Any visitors and persons authorised



by the Customer to use the Office must adhere to the House Rules and sign in at reception in the usual way to comply with security protocol.

38. The Customer may only carry on that business in its own name or some other name that the Operator previously agrees.

39. The Customer may use the Business Centre address as its business correspondence address (but not as a virtual office or as the registered office address at Companies House). Any other uses of the Business Centre address are prohibited without the Operator's prior written consent.

40. The Customer must conduct its business in a way that does not interfere with the Operator or with other Customers or occupiers of the Building. The Customer must not carry on a business that competes with the Operator's business of providing serviced office accommodation(s) or its ancillary services.

41. The Customer must not alter or damage any part of the Desk/Office, the Business Centre or any other part of the Building. The Customer is liable for any damage caused to any part of the Office(s), the Business Centre or any other part of the Building and any of the Operator's property within the Office(s), the Business Centre or any other part of the Building by it or those in the Building with the Customer's permission or at the Customer's invitation, whether express or implied, including but not limited to all employees, contractors, agents or other persons present at the Building.

42. The Customer must not install any cabling, IT or telecom connections without the Operator's consent, which the Operator may refuse at its absolute discretion.

43. The Customer must not impede or interfere with the Operator's use and management of the Office, the Business Centre and the remainder of the Building. The Customer must not obstruct the stairs, passages, lifts or other common parts of the Building, bring in or take out of the Building any items of a bulky nature or at any time overload the lifts without the Operator's prior written consent.

44. The Customer must observe and comply with the House Rules made by the Operator for the management of the Office and the Building. The House Rules (as updated from time to time) will be available at the Building and on the Operator's website.

45. The Customer shall not in any way seek to entice away or make any offer of employment to any employee or member of staff of the Operator. If the Customer contravenes this provision, then the Customer will pay compensation equal to the total annual remuneration of the employee(s) in question.

46. The Customer must not move any fire extinguishers unless they are required in an emergency.

47. Any act or omission on the part of any employee, member of staff or invitee of the Customer shall be deemed to be the act or omission of the Customer.

#### **RENEWAL OF THIS AGREEMENT**

48. This Agreement lasts for the period stated in it unless terminated by the Customer or by the Operator on the terms outlined in clauses 53 - 57 below. The Agreement will automatically extend for successive Rollover Renewal Terms in accordance with clause 11 of this Agreement unless and until the Customer terminates in accordance with clause 57 of this Agreement. For Month-to-Month agreements, the agreement will continue to extend for successive months and will be subject to the terms outlined in clause 23-26 after an initial 6-month period.

#### **ENDING THE AGREEMENT**

49. When this Agreement ends the Customer is to vacate the Business Centre immediately, leaving it in the same condition as when the Customer took it, clean, tidy, free of rubbish and the Customer's belongings on the expiry or determination of this Agreement, and shall hand back all keys and/or passes to the Building to the Operator.

50. Upon the Customer's departure or if the Customer, at its request, relocated to different rooms within the Business Centre, the Operator will charge an Desk Restoration Service fee of £50 per desk to cover normal cleaning and testing. The Operator reserves the right to charge additional reasonable fees for any repairs needed above and beyond reasonable wear and tear.

51. If the Customer leaves any of its own property in the Business Centre, the Operator may dispose of it at the Customer's cost in any way the Operator chooses without owing the Customer any responsibility for it or any proceeds of disposal.

52. If the Customer continues to use the accommodation(s) when this Agreement has ended the Customer is responsible for any loss, claim or liability the Operator incurs as a result of the Customer's failure to vacate on time. The Operator may, at its discretion, permit the Customer an extension subject to a surcharge on the monthly office fee and a new agreement being entered into.





### ***Cancellation***

53. If the Customer vacates the Office prior to the expiry / end date of this Agreement, the Operator reserves the right to refurbish and remarket the Office so that it may immediately be re-let on the expiry of this Agreement. For the avoidance of doubt, if the Customer vacates the Office prior to the expiry / End Date (as set out in the Membership Details Form) of this Agreement, it shall remain liable for all fees payable until expiry of this Agreement.

54. The Operator may terminate this Agreement and any agreement for a Rollover Renewal Term immediately by giving the Customer notice and without need to follow any additional procedure if (a) the Customer becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or the Operator reasonably considers that the Customer is unable to pay its debts when due, (b) the Customer is in breach of any of its obligations under the Agreement which cannot be put right or which the Operator have given the Customer notice to put right and which the Customer has failed to put right within fourteen (14) days of that notice, or (c) its conduct, or that of someone at the Business Centre with its permission or invitation, whether express or implied, is incompatible with ordinary office use in the Operator's sole opinion including but not limited to a material breach of the House Rules (in the sole opinion of the Operator).

55. If the Operator terminates this Agreement for any of the reasons stated above in clause 54 the Customer will remain liable for all obligations, including additional services used, requested or required under this Agreement and the monthly office fee for the remainder of the period for which this agreement would have lasted if the Operator had not terminated it.

56. Termination of this Agreement by the Customer can only take effect on the End Date of the initial licence period (as set out in the Membership Details Form) or (if this Agreement has auto-renewed in accordance with clause 11 of this Agreement) on the final day of each and every full Rollover Renewal Term ("the Renewal End Date"). The Customer must provide to the Operator a minimum of 2 months' prior written notice that they wish to terminate this Agreement on the End Date or on a specific Renewal End Date (as applicable) (the "Termination Notice"). If the Customer does not serve the Termination Notice in accordance with this clause then the Agreement shall be automatically extended as set out in clause 11 until the Customer does serve the appropriate Termination Notice in accordance with this clause or unless the agreement is terminated by the Operator.

57. The Operator may assign the benefit of this Agreement to a third party.

### **INSURANCE**

58. The Customer will be responsible for taking out insurance cover for its own contents.

59. The Customer will take out public liability insurance to cover all liabilities to the Operator or third parties arising from anything that happens, with or without the Customer's knowledge or permission, within the Office(s) or as a result of the Customer's occupation and provide evidence of cover to the Operator on request.

60. The Customer will not do anything which may make any insurance policy relating to the Office(s) or the Building invalid or which may increase the premiums for that insurance.

### **LIMIT OF LIABILITY**

61. The Customer agrees that the Operator is not liable for any loss, damage or claim as a result of its failure to provide a service as a result of mechanical breakdown, strike, maintenance, delays by contractors or shortage of fuel, water, materials or staffing, or for any other reason unless failure to is caused by the Operator's deliberate act or negligence.

62. The Customer agrees that the Operator will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, the Customer's agreement and/or the Customer's use of the services except to the extent that such loss, damage, expense or claim is directly attributable to the Operator's deliberate act or negligence.

63. Notwithstanding the above, to the fullest extent permitted by law, the maximum liability that the Operator shall have to the Customer for any reason will be limited to the lower of last three months license fees paid and £25,000.

### ***Consequential loss***

64. The Operator 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 unless the Operator otherwise agrees in writing.

### ***Indemnity***

65. The Customer shall indemnify the Operator and keep the Operator indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability it suffers, in any way arising from the Customer's (or its employees, staff or invitees) breach of this Agreement, or anything done by the Customer (or anyone under its authority, including its employees, staff or invitees) at the Office(s) and/or the Building and/or in connection with the Services (as defined in clause 26).



#### **ANTI-MONEY LAUNDERING REGULATIONS**

66. Under the Anti Money Laundering Regulations (AMLR) 2007 and 2017 (as updated from time to time), Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended and updated from time to time), and where applicable the London Local Authorities Act 2007 (as updated from time to time), we may be required to verify the identity of those we deal with. This may include checking against electronic and other databases (public or otherwise).

67. The Customer warrants that it will, and will use its best efforts to ensure that any of its officers and employees will (i) conduct operations ethically and in accordance with all applicable laws, including local anti-money laundering laws, and (ii) only use funds to comply with obligations under this Agreement that derive from legal sources, as defined under local anti-money laundering laws.

68. In performing the services under this agreement, the Operator will, and will procure that its officers and employees will comply with the Bribery Act 2010 (as updated from time to time) and not commit any act which causes the Customer to be guilty of an offence under Section 7 Bribery Act.

69. In performing its obligations under this agreement, the Customer will, and will procure that its officers, employees will comply with the Bribery Act 2010 (as updated from time to time) and not commit any act which causes the Operator to be guilty of an offence under Section 7 Bribery Act.

#### **DATA PROTECTION**

70. The Operator takes their responsibilities with regards to data protection seriously. As such, the Operator is committed to protecting the Customers' privacy and ensuring that adequate safeguards are in place to ensure compliance with applicable data protection legislation. All information provided to the Operator to the Customer will be held securely on the Operator's systems. The Operator's data protection policy is available on the Operator's website ([www.huddle.co.uk](http://www.huddle.co.uk)).

71. The Operator adheres to all GDPR compliance policies as those by law. Further details of this can be found on the Operator's website ([www.huddle.co.uk](http://www.huddle.co.uk)).

#### **BUSINESS RATES**

72. The Licence Fee is inclusive of business rates and to the extent that the Customer's use of the Office and the Business Centre shall incur a business rates liability then provided that if the Customer shall ensure that it claims any small business rates relief or such other relief or exemption to which the Customer is entitled and takes such steps as may be required by any competent authority to claim, such relief or exemption then the Operator shall attend to payment to the relevant competent authority of any such business rates liability.

73. By signing this Agreement, the Customer agrees to provide information and sign relevant documentation to the Operator and the Operator's appointed advisors to allow the Operator (or its parent company) to claim on the Customer's behalf, any relief or exemption on business rates in relation to the Business Centre within 2 working days of such request. If the Operator loses the benefit of any business rates relief or exemption after the termination of the licence agreement because the Customer has received that benefit before the termination of this Agreement, the Customer must pay the Operator on demand an amount equal to the relief or exemption that the Operator has lost. The Customer must provide any documentation received directly relating to business rates or business rates relief back to the Operator within 5-days of receiving.

#### **CONFIDENTIALITY**

74. The terms of this Agreement are confidential and neither party shall disclose them to any third party without the other party's prior written consent save for professional advisors, investors or unless required to do so by law or an official authority.

#### **HEALTH AND SAFETY**

75. The Customer must provide the Operator with details of their nominated fire warden by notifying the reception team following the Customer's initial onboarding meeting.

76. It is the responsibility of the Customer to ensure that the Customer has carried out the following health and safety requirements including (but not limited to): portable appliance testing, personal emergency evacuation plan, health and safety risk assessment, first aider training.

77. The Operator's team will show the Customer's nominated fire warden the exit routes and fire assembly point as part of the Customer's onboarding orientation upon move in.



78. The Customer must inform the Operator immediately of any new starters/leavers so that the Operator can update the Operator's security systems and revoke access to the relevant Building(s) where necessary.

79. The Operator does not accept any liability or responsibility for the Customer's failure to comply with clauses 75, 76, 77, 78 and 79, and the Operator will not be liable to the Customer or any other person for: death or injury or any damage to person or property arising or incurred from any act or omission by the Operator or by any other occupier of the Building or from the state and condition of the Building, Business Centre, the Office or from the exercise or purported exercise of the rights enjoyed by this Agreement, to the extent the law allows.