



Coworking Hot Desks Terms & Conditions

These Terms and Conditions (the “Conditions”) govern all Hot Desk Memberships offered by the Operator. The Membership Details Form together with these Conditions form the entire agreement (the “Agreement”) between the Operator and the Customer.

GENERAL

The Operator is giving the Customer the right to use the hot desk facilities at the Business Centre (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 a hot desk for a limited period in the Business Centre which is under the management and control of the Operator. The Customer acknowledges and accepts that:

- it shall occupy the Business Centre/Building as a licensee and that this Agreement creates no tenancy interest, leasehold or other real property interest in the Customer’s favour;
- nothing in this Agreement is intended to create a letting or confer any rights greater than a bare licence.

This Agreement is personal to the Customer and cannot be transferred without the prior consent of the Operator unless required by law.

MEMBERSHIP PRODUCTS

The Operator offers the following Hot Desk Memberships:

- HOT 5 Membership – permitting the Customer to book a hot desk up to 5 weekdays per calendar month.
- HOT 10 Membership – permitting the Customer to book a hot desk up to 10 weekdays per calendar month.
- HOT 15 Membership – permitting the Customer to book a hot desk up to 15 weekdays per calendar month.
- HOT Unlimited Membership – permitting the Customer to book a hot desk on an unlimited number of weekdays per calendar month.

Memberships permit the Customer (subject to availability) to book a hot desk at their home Business Centre only, during normal business hours of 8:30am to 6:00pm on weekdays.

Booking desks in advance is recommended as availability is limited. Unused days in any calendar month cannot be carried forward or rolled over into subsequent months.

TERM AND RENEWAL

The minimum term of this Agreement is one (1) calendar month (the “Initial Term”). Following the Initial Term, the Agreement will automatically renew on a rolling month-to-month basis unless and until terminated in accordance with these Conditions.



TERMINATION

The Customer may terminate this Agreement by providing the Operator with a minimum of one (1) calendar month's prior written notice. The Agreement will terminate on the final day of the calendar month following expiry of such notice. If the Customer does not serve the required notice, the Agreement shall continue to renew automatically.

The Operator may terminate this Agreement with immediate effect by giving notice to the Customer if the Customer is in breach of these Terms and Conditions and such breach cannot be remedied, or if the Customer has failed to remedy such breach within fourteen (14) days of written notice. The Operator may also terminate immediately if the Customer becomes insolvent, bankrupt, or engages in conduct which in the Operator's reasonable opinion is incompatible with the proper use of the Business Centre or constitutes a material breach of the House Rules.

OPERATOR'S OBLIGATIONS

The Operator shall during the Membership provide access to the hot desk facilities at the Business Centre during business hours, together with such services as are standard for a high-quality co-working environment including access to common areas, internet connectivity, and reception services (subject always to the House Rules and Acceptable Use Policy).

FEES AND PAYMENT

The Customer will set up direct debit and/or card payments as directed by the Operator. The Membership Fee (plus VAT) will be payable monthly in advance no later than the 25th day of the month for the following month's services. In the event of late payment, the Operator shall be entitled to charge interest on overdue sums pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, as amended, together with an administrative fee of £25 plus 5% of the overdue balance per month where the amount overdue is under £500, or £50 plus 5% of the overdue balance per month where the amount overdue is £500 or greater. The Customer shall also indemnify the Operator against all reasonable costs and expenses incurred in the collection of overdue sums. The Operator reserves the right to withhold services (including access to the Business Centre) until all overdue fees, interest and charges are paid in full.

CUSTOMER'S OBLIGATIONS

The Customer must only use the hot desk facilities for office purposes and in accordance with the House Rules. The Customer may not allow any other person to use the membership and may not use the Business Centre address as a registered office address without prior written consent. The Customer must not cause nuisance, damage, or interference to the Operator, other members, or the Business Centre.

INSURANCE

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

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.

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

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.

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.

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

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

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

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).



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.

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.

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DATA PROTECTION

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).

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).