

The Modbury Office Co-Working Services Terms and Conditions (T&Cs)

By agreeing to these Terms and Conditions and signing up as a client, you agree to be legally bound by our T&Cs, outlined below.

If you do not accept the T&Cs stated here without modification, please do not book. This contract is governed in accordance with the law of England and Wales.

We are The Modbury Office, registered in England & Wales under company name **The Modbury Office Limited, Company No. 15975676, Riverside House, River Lane, Saltney, Cheshire, CH14 8RQ.**

You agree that you have written authority to purchase our services on behalf of the business or company you are registering. All products and services are booked online or by email and are payable in advance. Monthly memberships are on a 30-day rolling contract and will be charged monthly unless cancelled. You can select PAYG or be invoiced monthly. (Payment details collected at the time of booking). Meeting rooms are PAYG unless booked as part of your monthly membership.

- 1) The workspaces remain in the possession and control of The Modbury Office Limited at all times. **YOU ACCEPT THAT AN AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOUR WITH RESPECT TO THE ACCOMMODATION.** We provide the right for you to share use of The Modbury Office with us and other clients.
- 2) This is a professional working environment, and it is expected that all behaviour will follow accepted business standards.
- 3) Payment for a booking constitutes acceptance of these terms and conditions. All bookings must be paid for prior to commencement of the service. If for any reason we cannot provide the services on the start date, we will have no ability to you for loss or damage, however we can move your start date or refund monies paid for the booking.
- 4) Bookings are payable monthly in advance via bank transfer. At the time of booking you will be given the option of taking up a rolling monthly contract, in which case your booking will automatically renew on the monthly anniversary of your 1st day, and payment will be required in advance via bank transfer. Direct bookings will be invoiced in advance and payment is to be made via electronic bank transfer. Payment becomes due on the date of invoice. We reserve the right to withhold services for late payments.
- 5) Automatic renewal: So that we can manage your services effectively and to ensure seamless continuity of those services, all agreements will renew automatically for successive periods equal to the current term until brought to an end by you or us. All periods shall run to the last day of the period in which they would otherwise expire. The fees on any renewal will be at the then prevailing market rate (prices are set annually so depending on when your agreement is due to renew, there may be a change in price). If you do not wish for an agreement to renew then you can cancel it easily with effect from the end date stated in the agreement, or at the end of any extension or renewal period, by giving us prior notice. Notice must be given by email to reception@modbury-office.com at which time the workspace will be made available for bookings from the day after your notice period.

5.1) THE NOTICE PERIODS REQUIRED ARE AS FOLLOWS:

- For Monthly Bookings: Within the 1st month of 1st booking, no less than 2 weeks-notice.
- For Rolling Bookings: No less than 1 months' notice.

5.2) We may elect not to renew an agreement. If so, we will inform you by email or through your online account, according to the same notice periods specified above.

5.3) Ending and agreement immediately:

We may put an end to an agreement immediately by giving You notice if

(a) You become insolvent or bankrupt; or

(b) You breach one of your obligations which cannot be remedied, or which We have given You notice to remedy and which You have failed to remedy within 14 days of that notice.

Or

(c) Your conduct, or that of someone at the Centre of Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination: or

(d) You are in breach of the "Compliance with Law" clause below:

You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of The Modbury Office by Us or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from The Modbury Office, or You are or will become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.

If we put an end to an agreement for any of the reasons referred to in this clause, it does not put an end to any of Your financial obligations, including, without limitation, for the remainder of the period for which Your agreement would have lasted if We had not terminated it.

5.4) When an Office agreement ends: When an agreement ends You must vacate Your accommodation immediately, leaving it in the same state and condition as it was when You took it. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

If You leave any property, we may dispose of it at Your cost in any way We choose without owing You any responsibility for it or any proceeds of sale.

If You continue to use the accommodation when an agreement has ended, you are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.

6) Business Operations:

You may not carry on a business that competes with Our business of providing serviced offices and flexible working.

You may not use Our name in any way in connection with Your business.

You must only use the accommodation for office business purposes.

You may not use The Modbury Office as Your business address without express permission from Us.

In order to ensure that we provide a great working environment for all, we kindly ask you to limit any excessive visits by members of the public.

You are solely responsible for your belongings at all times. We are not responsible for any property that is left unattended.

7) Accommodation

7.1) Use of the Accommodation: You will have exclusive right to the rooms allocated to You. Where the accommodation is a Coworking desk, this can only be used by one individual, it cannot be shared amongst multiple individuals. Occasionally, we may need to allocate different accommodation to You, but it will be of reasonably equivalent size, and We will notify You with respect to such different accommodation in advance.

7.2) Access to the Accommodation: To maintain a high level of service, we may need to enter Your accommodation and may do so at any time, including and without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavour to respect any of Your reasonable security procedures to protect the confidentiality of Your business.

7.3) IT Installations: You must not install any cabling, IT or telecom connections without Our consent, which We may refuse at our absolute discretion. As a condition to Our consent, you must permit Us to oversee any installations (for example, IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation by other clients or Us or any landlord of the building. Fees for installation and de-installation will be at your cost.

7.4) Alterations or Damage: You are liable for any damage caused by You or those visiting you with Your permission.

7.5) Special Arrangements: We may agree special arrangements with you at your request. These will be invoiced in advance and priced as per the agreement made between You and Us.

8) General

8.1) Ethical Trading: Both We and You shall comply at all times with all relevant anti-slavery, anti-bribery and anticorruption laws.

8.2) Data Protection:

8.2.1) Each party shall comply with all applicable data protection legislation. The basis on which we will process Your personal data is set out in our privacy policy on our website www.modbury-office.com/Privacy.pdf

8.2.2) You acknowledge and accept that we may collect and process personal data concerning you and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide data to us, you will ensure that you have the necessary consents and notices in place to allow for this.

8.2.3) Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.

8.3) Our liability to You and Insurance

8.3.1) The extent of Our liability: We are not liable to You in respect of any loss or damage You suffer in connection with our services, including without limitation any loss or damage arising as a result of our failure as a result of mechanical breakdown, strike or other event outside of Our reasonable control otherwise unless We have acted deliberately or have been negligent. In no event shall We be liable for any loss or damage until You provide written notice and give Us a reasonable time to remedy it. If We are liable for failing to provide You with any service under an agreement then, subject to the exclusions and limits set out immediately below, we will pay any actual and the reasonable additional expense You have incurred in obtaining the same or similar service from elsewhere.

8.3.2) Your insurance: It is Your responsibility to arrange insurance for property which You bring in to the Centre, for any mail/post You send or receive and for Your own liability to your employees and to third parties. We strongly recommend that You put such insurance in place.

8.3.3) IT Services and Obligations: Whilst We have security internet protocols in place and strive to provide seamless internet connectivity, we do not make any representation and cannot guarantee any maintained level of connectivity to our network or to the internet, nor the level of security of information and data that you place on it. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.

8.3.4) Exclusion of consequential losses: We will not in any circumstances have any liability to you for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss. We strongly recommend that you insure against all such potential loss, damage, expense or liability.

8.3.5) We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms & Conditions.

8.3.6) You may only transfer your rights or obligations under these T&Cs to another person if we agree in writing.

8.3.7) Each of the paragraphs of these T&Cs operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

8.3.8) If we fail to insist that you perform any of your obligations under these T&Cs, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will mean that we will automatically waive any later default by you.