

Accrue Workplaces Mem	<mark>nbership Terms ar</mark>	nd Conditions	
Name:		<u>.</u>	
Address:		<u>.</u>	
		<u> </u>	
Company:		<u> </u>	
<u>Membership:</u>			
Membership Fee:			
Deposit Amount:			
Start date:			
Mandatory contract can	cellation notice p	eriod:	
Number of Spaces Alloca	ated:		
<u>Company member list:</u>			ces
1	2	<u> </u>	<u>.</u>
4	5	6	<u>.</u>
7	8	9	<u>.</u>
10	<u>.</u> 11	12	<u> </u>
13	<u> 14. </u>	15	<u> </u>
16	<u> 17. </u>	18	<u> </u>
16	<u> </u>	18	<u> </u>

Signed:

Print: .



Please read these Terms and Conditions carefully, as they affect your legal rights. You agree that disputes between you and Accrue Workplaces will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration. If you have any queries or concerns regarding these terms, please do not hesitate to contact <u>info@accrueworkplaces.co.uk</u>. By signing up to a membership plan you are agreeing to abide by and be bound by these terms.

Definitions:

In these Terms of Business, the following definitions apply;

- "Member", "client", "customer" or "you" means the person, firm or corporation body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom a service or services are offered.
- "Service" or "Services" or "facilities" refers to all items that are being provided to you as part of your monthly membership by "us" – Accrue Workplaces, part of Lawmans UK Ltd.
- "us", "we" may be used to refer to "Accrue Workplaces" as part of "Lawmans UK Ltd" if not referred as "Accrue Workplaces" or "Lawmans UK".
- "Accrue Workplaces" is the trading name of the registered business "Lawmans UK Ltd"
- "pcm" means "per calendar month".

The contract:

- These Terms and Conditions of Business set out the terms under which Accrue Workplaces will provide facilities and services to the member or member list (as such terms are defined below). We reserve the right to change, add, subtract or in any way alter these Terms and Conditions of Business without the prior consent of the Client.
- These Terms and Conditions of Business govern the supply of Services by us to the Client to the exclusion of all other Terms and Conditions of Business (including any terms or conditions which the Client purports to apply under any order or other document).
- No variation or alteration of these Terms and Conditions of Business shall be valid unless approved by a Director of Accrue Workplaces in writing.
- These terms will be legally binding and valid from the time in which they are signed until the day in which your membership agreement is officially terminated, after written notice and after the given cancellation period.



Policies & safety protocols:

Policies: company policies, including but not limited to; health & safety, environmental, privacy and GDPR can all be found and downloaded directly from the foot of the website (<u>www.accrueworkplaces.co.uk</u>). By signing these terms and conditions, you agree to have both read and understood these policies and be in agreeance with such policies and waive any future claim to ignorance. These policies may be altered or updated at any time and by signing these terms you agree to take full responsibility for checking the most up to date version of these documents by downloading from our website (<u>www.accrueworkplaces.co.uk</u>). We will not be required to notify you of any updates or alterations made to these policies.

Fire safety instructions & protocol: Accrue workplaces have ensured that a full and thorough fire risk assessment has been completed and subsequent fire safety protocol has been produced and implemented. fire safety instructions and protocol will be supplied to you, in writing, upon moving in to the building. If not received, it is your responsibility to speak with a member of the building team to obtain a copy of such instructions. Please also see displayed building fire safety and evacuation signage for additional information. By signing these terms and conditions, you agree to have both read and understood the building fire safety protocol and take full responsibility for familiarising yourself with the building protocol in the event of a fire. It is also your responsibility to familiarise your guests and visitors with the building fire safety protocol and by signing these terms and conditions, you accept full responsibility for doing so. Accrue Workplaces accept no responsibility for ensuring your guests are familiar with the fire safety protocol.

Virtual office/ Lounge membership:

Subject to the terms of this agreement we will provide you with the following facilities and services:

- Permission to register your business address at companies house as: (company name), Accrue Workplaces, The Long Barn, Down Farm, Cobham Park Road, Cobham, Surrey, KT11 3NE.
- Mail handling (collected at reception) and optional mail forwarding (charged additionally). We will receive mail and deliveries for you during the business hours of 8:30am-6pm Monday-Friday;
- Access to meeting rooms (dependent upon prior booking and additional charges - see additional services/ charges section for meeting room costs and credit values);
- With optional telephone bolt on only: Unique telephone number with use of smart phone app that enables calls to be both made and received using



a smartphone remotely. (outgoing calls charged additional – see additional charges section for rates);

- With optional lounge bolt on only: Up to 34 hours per month access to The Long Barn, limited to the areas specified in this section within the hours specified, as well as the facilities and services included in this agreement;
- With optional lounge bolt on only: Access will be granted using your Accrue Workplaces membership card, which will only be valid during the specific specified access hours.
- With optional lounge bolt on only: access is strictly limited to the hours between 08:30 and 18:00;
- With optional lounge bolt on only: You will be expected to scan your membership upon entry AND exit in order for us to track your usage. In the scenario that you check in to the building but do not check out, you will be charged 10 hours for that day.
- With optional lounge bolt on only: Any time recorded over 34 hours per month will be charged by the hour, at the hourly rate of £10.00.
- With optional lounge bolt on only: Access to and use of the Café Space, Business Lounge and outside seating areas (subject to availability);
- With optional lounge bolt on only: Free onsite parking (subject to availability);
- With optional lounge bolt on only: Business rates and utilities;
- With optional lounge bolt on only: Free use of shuttle service, running from The Long Barn to local transport links as per the provided timetable (if available);
- With optional lounge bolt on only: Access to onsite changing rooms and showers;
- With optional lounge bolt on only: Use of the shared internet connection;
- With optional lounge bolt on only: on site support team;
- With optional lounge bolt on only: Access to exclusive Accrue Workplaces member events;
- With optional lounge bolt on only: You will not be allowed access to dedicated desk areas;
- With optional lounge bolt on only: You will not be allowed access to the kitchen/ tea points on the dedicated desk floors refreshments can be purchased from the café;
- You will not have access to a landline telephone. You will not be allocated a desk, chair, monitor or telephone.
- With optional lounge bolt on only: Ability to upgrade your membership at any time and a pro-rata amount will be calculated for the remaining period of the current membership period and then charged upon upgrading;



Dedicated Desk Membership:

Subject to the terms of this agreement we will provide you with the following facilities and services 24 hours per day, 7 days per week:

- Unlimited 24/7 access to The Long Barn, limited to the areas specified in this section, as well as the facilities and services included in this agreement;
- Access will be granted using your Accrue Workplaces membership card.
- Access to and use of the dedicated desk space, café space, business lounge space and outside seating areas;
- Use of the allocated desk, pedestal, chair, monitor, telephone and waste paper basket, which are exclusively yours until your membership is terminated or altered;
- Unlimited access to and use of provided kitchen/ tea points within dedicated desk spaces, including unlimited instant tea, coffee, hot and cold water. Use of equipment such as fridges, dishwashers, sink, zip taps, and microwave also included.
- Landline telephone provided with personal allocated number. Dedicated desk membership includes 500 minutes to UK mobiles and landlines. (see additional services/ charges section for excess telephone usage costs).
- Business rates and utilities;
- Business address and allocated post box;
- Free onsite parking (subject to availability);
- Free use of shuttle service, running from The Long Barn to local transport links as per the provided timetable (subject to availability);
- Access to meeting rooms (dependent upon prior booking and additional charges). Dedicated desk membership includes 4 meeting room credits pcm (see additional services/ charges section for meeting room costs and credit values);
- Access to onsite changing rooms and showers;
- Daily cleaning of facility and emptying of waste paper basket (desk surface will not be cleaned unless left totally clear);
- Use of the shared internet connection;
- Receptionist and guest services;
- Ability to upgrade your membership at any time and a pro-rata amount will be calculated for the remaining period of the current membership period and then charged upon upgrading;
- We will receive mail and deliveries for you during the business hours of 8am-6pm Monday-Friday;
- Access to exclusive Accrue Workplaces member events;
- Access to The Long Barn fitness facilities and classes when available (gym opening to be confirmed early 2018);
- Use of printer/ copier/ scanners provided within dedicated desk spaces. Dedicated desk membership includes 500 mono print credits pcm. (see additional services/ charges section for colour and excess mono print



costs).

Private Office Membership:

Subject to the terms of this agreement we will provide you with the following facilities and services 24 hours per day, 7 days per week:

- Unlimited 24/7 access to The Long Barn, limited to the areas specified in this section, as well as the facilities and services included in this agreement;
- Access will be granted using your Accrue Workplaces membership card.
- Access to and use of the specified private partitioned office, café space, business lounge space and outside seating areas;
- Use of the allocated desk, pedestal, chair, monitor, telephone, printer/ scanner/ copier and waste paper basket, which are exclusively yours until your membership is terminated or altered;
- Unlimited access to and use of provided kitchen/ tea points within dedicated desk spaces, including unlimited tea, instant coffee, hot and cold water. Use of equipment such as fridges, dishwashers, sink, zip taps, and microwave also included.
- Landline telephone provided with personal allocated number. Private office membership includes 500 minutes per desk to UK mobiles and landlines. (see additional services/ charges section for excess telephone usage costs);
- Business rates and utilities;
- Business address and allocated post box;
- Free onsite parking (subject to availability);
- Free use of shuttle service, running from The Long Barn to local transport links as per the provided timetable (subject to availability);
- Access to meeting rooms dependent upon prior booking and additional charges. Dedicated Desk membership includes 6 meeting room credits per desk pcm. (see additional services/ charges section for meeting room costs and credit values);
- Access to onsite changing rooms and showers;
- Daily cleaning of facility and emptying of waste paper basket (desk surface will not be cleaned unless left totally clear);
- Use of the shared internet connection;
- Receptionist and guest services;
- We will receive mail and deliveries for you during the business hours of 8am-6pm Monday-Friday;
- Access to exclusive Accrue Workplaces member events;
- Access to The Long Barn fitness facilities and classes when available (gym opening to be confirmed early 2018);
- You will not be allowed access to dedicated desk floors.



 Use of printer/ copier/ scanners provided within private and within dedicated desk spaces. Private office membership includes 500 mono print credits per desk pcm (see additional services/ charges section for colour and excess mono print costs).

Additional services/ charges:

The following additional services are available to all Accrue Workplaces members upon request. Some of these additional services may incur an additional charge on top of membership fees. All additional charges will be taken via direct debit, along with your membership fees, as stipulated within "member fees and charges" section:

- Outgoing mail services (prices quoted upon request).
- Use of meeting rooms meeting room 1 charged at two credits per hour/ meeting rooms 2 & 3 charged at one credit per hour. One credit costs £37.50 + VAT. Bookings subject to availability and advance reservation and no refunds will be given for bookings that are made and then not used. If you go over the time period booked then the additional time will be charged in hour increments as per hourly rates above. Meeting rooms to be booked using our integrated management system, via the web based app, smart phone app or provided tablets at the entrance to each room. All meeting room bookings to be authorised using your membership card and excess usage over and above your allocated allowance to be billed monthly (on top of your monthly membership fee).
- Dedicated desk & Private office members: Excess telephone calls to UK mobiles and landlines (over 500 minute allocation) charged at £0.25 per minute. International calls charged accordingly (rate card available upon request). Calls to premium numbers will be charged accordingly (rate card available upon request).
- Virtual office/ lounge members with telephone bolt on: telephone calls to UK mobiles and landlines charged at £0.25 per minute. International calls charged accordingly (rate card available upon request). Calls to premium numbers will be charged accordingly (rate card available upon request).
- Call answering service charged at £2.00 per call (includes email notification with message and caller contact details)
- Printing charged at £0.02 + VAT per page for mono and £0.10 + VAT per page for colour. All printing to be authorised using your membership card and excess usage over and above your allocated allowance to be billed monthly.
 - Virtual/Lounge members must sign out of the building using their membership card when finished using the space. Any time recorded over 34 hours per month will be charged by the hour, at the hourly rate of £10.00.
- Accrue Workplaces may, at times, arrange additional events, sessions or



classes over and above the regular free community events which will be charged accordingly. These will be optional extras dependent upon attendance.

Member fees and charges:

- Ongoing membership fees plus additional charges are due and to be taken on the first day of every month, for the previous month.
- Member fees and all other charges are to be paid via direct debit. If a direct debit payment cannot be made, you will be liable to make these payments by bank transfer. Payments or transfers that incur bank charges are your responsibility to pay. You should check what these charges are and add them to the amount you transfer. All member fees and other charges are exclusive of VAT.
- Virtual office membership = £50 + VAT per calendar month (optional telephone bolt on = additional £20 + VAT pcm (plus call charges) | optional lounge bolt on = £30 + VAT pcm).
- Dedicated Desk Membership = £499 + VAT per desk, per calendar month.
- Private Office Membership = £600 + VAT per desk, per calendar month.
- Prior to your start date, you agree to complete, sign and provide us with a direct debit mandate to your bank or building society for payment of the deposit equivalent to one month's fees.
- The deposit and member fees for the minimum of one full month must be paid before your start date, in order to complete activation of your membership.
- Deposit to be released during the month that follows the end of this agreement, minus any charges outstanding on the account. (see termination section for agreement end procedure)
- The member fees cover the memberships only for you and/or the members on the members list indicated on the front of this agreement.
- You will pay us interest and compensation at the rate prescribed by the Late Payment of Commercial Debts (interest) Act 1998 on all sums payable under this agreement which remain unpaid for 14 days from the due date, such interest being calculated from the due date until payment.
- Failure to pay the member fees or other charges may result in us suspending and/or, at Accrue Workplaces discretion, terminating your membership.
- All fees are non-refundable. All fees must be paid in Great British Pounds.

Termination:

• This agreement will start on the start date provided at the beginning of this agreement and end on the final day of the month that follows the month in which written notice has been received. Fees will also be due for the



remainder of this period.

- Members will need to give a full month's notice of termination. Written notice signed by the primary member must be delivered to us no later than the last business day of the calendar month preceding the termination of your membership. For instance, if you would like to terminate this agreement on the last business day of November, notice must be given and received by the last business day of October. Fees will also be due until the last day of November in this scenario.
- Notice of termination can also be emailed to your Community Manager.
- We shall be entitled to terminate this agreement immediately by written notice or email (i) in the event you are in breach of any of your obligations under this agreement or (ii) otherwise at any time upon the expiry of one calendar month written/emailed notice to you (Private Office members – no earlier than the earliest end date).
- Termination of this agreement shall not affect the rights of either party in connection with any breach of any obligation under this agreement, which existed prior to the date of termination.
- Following termination of this agreement, we will be entitled to dispose of your property remaining at The Long Barn and charge you the disposal cost without any obligation to you to store such property if not removed. We shall not be liable to you by reason of the disposal and you shall indemnify us in respect of any claim made by a third party. Following termination of this agreement we will not forward or hold any mail.
- If we do not wish to dispose of your belongings and you do not remove your belongings from the building before your termination date, we reserve the right to extend your monthly membership on a month by month basis until the end of the month in which your belongings are removed.
- If you register your company at to The Long Barn address, we have your irrevocable authority to change your registered office at Companies House to any other address you have given us previously after seven days following termination of this agreement.
- All members should leave the designated space clean and tidy. If not satisfactory, you will be charged a termination cleaning fee of £75 per Private Office and £25 per Dedicated Desk.
- All alterations must be removed and the designated space reinstated to our satisfaction and how it was originally found.
- You will be charged £10.00 + VAT for replacement access cards that have been lost or stolen.
- All fees are subject to change from time to time and we reserve the right to do so.

Opening Hours:

• The Long Barn will be manned and a Community Manager will be present in the space during 'Regular Business Hours' on 'Regular Business Days'.



'Regular Business Hours' are between 8am – 6pm Monday – Friday, 'Regular Business Days' are Monday – Friday excluding (

Friday. 'Regular Business Days' are Monday – Friday excluding national holidays and other days of which we will inform you.

- For Dedicated Desk and Private Office members The Long Barn will be accessible 24 hours a day, 7 days a week. The building can be accessed via your allocated membership key card.
- The Café will be open between the hours of 8am 6pm Monday-Friday.
- All Members are allowed access to the building during timetabled events.

Rules and Regulations:

- You will pay the member fees and all other charges on the due dates and perform all of the obligations contained in this agreement.
- You must not carry on any activity or business on the premises which is dangerous, offensive, noxious, illegal, and immoral or which may become a nuisance, annoyance or inconvenience to us or other users or any neighbouring spaces. We will lease with police should they request any information.
- You will not alter or install any wiring, IT or telecommunications connections or any other equipment without permission from one of The Long Barn staff members.
- You will maintain the facilities in their existing condition and notify us immediately should any damage occur. You will be responsible for any damage that you and/or your members or guests cause to any such facilities.
- You may be held liable (and hereby authorise us to charge you) for the repair costs for all damage to our premises and items therein cause by you or your guests or invitees.
- If a dispute between members and their guests or member with other members arises, Accrue Workplaces will have no responsibility or obligation to participate mediate or indemnify any party.
- You will use the facilities in a way that regards the rights and interests of other users. This includes but is not limited to; noise levels. The amount of space you are utilising, your use of the wireless connection.
- You will not do anything which might invalidate any insurance policy covering part of the building or which might increase the premium.
- You are entirely responsible for safety of your property and possessions while using the premises and all such items must be removed when you leave. Dedicated Desk and Private Office members may leave their belongings at their allocated desk, however doing so at their own risk. We accept no responsibility for any loss or damage to the property of any members or their visitor's while using The Long Barn facilities, whether caused by negligence or otherwise. This includes fire and theft.
- We accept no responsibility for damage caused to vehicles whilst on our property and all members therefore leave there vehicles parked entirely



at their own risk.

- You should maintain insurance policies for your personal property as all such items are not covered by our existing insurance policies.
- Your visitors must sign in and out at reception every time they enter and leave the premises, ensuring that their visitor badges are on show at all times when inside the building.
- Virtual/Lounge members must sign out of the building using their membership card when finished using the space. Any time recorded over 34 hours per month will be charged by the hour, at the hourly rate of £10.00.
- If Virtual/Lounge members do not sign out when leaving the premises, a day full charge of ten hours will be added to your monthly bill.
- You must not allow your key card to be used by anyone else and you must not 'tailgate' someone else when they are entering or exiting The Long Barn.
- If a key card is lost or stolen, we can arrange for a replacement card to be given to you at the price of £10.00 per key card.
- You will not use the name 'Accrue Workplaces', 'The Long Barn' or use pictures or illustrations of the premises in any advertising, publicity or other purpose, without prior consent from your Community Manager.
- You will not take or copy information belonging to other members or their guests without their permissions.
- You will not bring pets or animals into the premises without prior permission from one of The Long Barn staff members. There is an exception for guide dogs/hearing dogs. If you or your guests require this, please contact your Community Manager.
- This agreement is personal to you unless you are taking a group of desks or a
 private office under one company name. In this scenario, the agreement is
 to be signed by the company principle, alongside an accompanying
 member list. In such scenario, the signing company principle is solely
 responsible for both the actions of and the charges associated to, each
 member on the respective company member list.
- You cannot assign your rights or obligations under this agreement or share the benefits of this agreement with anyone else.
- You are responsible for the conduct of both your own actions and also the action of your guests or company members. It is your responsibility to ensure that members on the Members List are aware of the terms and conditions of this agreement and our member terms.
- We reserve the right to close the building, without reimbursement of membership fees due to unforeseen circumstances such as weather, damages, maintenance, safety issues, works or any similar unforeseen circumstances.
- You must not behave in a disruptive manner and should respect both our building staff and the rest of the building members at all time. Any behaviour that we deem as disruptive, antisocial, aggressive, unlawful or not in keeping with the behaviour we expect from our members, will not be tolerated and may result in the termination of your membership.



- No items belonging to us, including but not limited to; furniture,
 - cutlery, utensils, IT equipment, maintenance equipment, café equipment are to be removed from the building by members, at any time. Any attempt to do so will be treated as unlawful and dealt with accordingly. We also reserve the right to deduct from members deposits, the cost of any items belonging to us removed from the building.
- Parking: Between 08:30 18:00: members are only permitted to park in the zone designated by our team at the time of your registration, unless told otherwise at a later date. outside of these hours, all members MUST park in the rear parking zone and access the building via the fire escape staircase route. Use of the front car park and access is strictly via the main gate is strictly prohibited outside of normal working hours.
- Smoking: smoking is only permitted in dedicated smoking areas, indicated by signage and cigarette disposal units. Smoking is not permitted in any other area of the building or its surrounding areas and we reserve the right to cancel memberships for infringement of this rule.
- Café Accrue: the café is strictly for use during normal building hours (08:30 18:00) and members are not permitted to self serve. Outside of open hours, members working with the building are limited to use of the four tea points.

Mailbox Service:

- If you choose to use our mail services you must collect your post from your allocated post box during regular business hours on regular business days. All post must be collected on a regular basis.
- It is your responsibility to provide any additional information requested and this service will not commence until the information, which has been supplied to our satisfaction.
- We shall not accept any item, which exceeds 6KG in weight, 60CM in any dimension or 2 cubic foot in volume.
- We will return any post or parcels to sender that is not collected within 1 months of receipt. We will remove any post or parcels that do not have a return to sender.
- No warranties are given for the availability of our staff to sign for or forward mail delivered to the premises outside of regular business hours.

Member Obligations:

- You must be aged 18 or over to become a member and use our services and facilities.
- You must keep your allocated area clean, tidy and clear of rubbish.
- You must take good care of the allocated area and the inventory.
- You must use the allocated area only as offices or café facility for the purposes of your business and not for any use that provides services direct to



visiting public or competes with our business of providing Coworking space.

- You must not make any alteration or addition to the allocated area/workspace without prior consent, which we may withhold at our discretions.
- You are responsible for the security of the allocated area/workspace. You must ensure that any doors are kept locked and access to the allocated area/workspace is kept secure when you leave.
- You must use your membership card to sign in and out of the building every time you enter and leave. This is extremely important for fire safety protocol. For the same reasons, all visitors must be signed in and out of the building and all members are personally responsible for their visitors. We reserve the right to fine members £10.00 for each day that they fail to follow this procedure.
- Health & Safety Policy, Risk Assessment and Environmental poly for the building are all downloadable from the website and you are responsible for downloading and familiarising yourself with the building specific information. Similarly, fire safety protocol is displayed within the building and it is your responsibility to familiarise yourself with the correct procedure.

Miscellaneous:

- We may at any time alter these terms and conditions and may alter membership fees and other charges or pricing. All changes will be emailed to members and/or posted on our website prior to them taking effect. By agreeing to the terms of this agreement and by signing on to the membership, you accept that you are obligated to check our website for any changes to these terms and are bound by them. In addition, you agree that you will have been duly notified of the relevant alterations when an email has been sent by us or on our behalf to the email address you have provided. The most up to date terms and conditions can be found on our website www.accrueworkplaces.co.uk.
- Any notice or other communication given under this agreement shall be in writing or emailed. Written communication can be delivered by hand or sent by post or other delivery service to the addresses given at the front of this agreement. A notice or other communication given under this agreement may be given by email but shall only be accepted when receipt is confirmed.
- You agree to indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this agreement and any breach of your obligation contained in this agreement and the exercise of any rights given by this agreement.
- Other than in respect of death or personal injury caused by our negligence we shall not be liable for the death of, or injury to you or your members,



employees, customers or invitees or for damage to any

property of theirs or for any loses or damages or other liability incurred by them in the exercise of purported exercise of the rights granted by this agreement.

- This agreement, the membership and the use of The Long Barn and its facilities does not create any landlord and tenant relationship between you and us.
- Private Office members and Dedicated Desk members allocated area is provided on a non-exclusive basis meaning we retain the right to substitute equivalent space elsewhere within the premises.
- We cannot accept liability for loss of business, profits, data etc. by reason of interruption of or failure to provide services when we are carrying out maintenance or due to matters outside of our control.
- Entire Agreement:
- This agreement constitutes the entire agreement between you and us supersedes and extinguishes all previous agreements. This agreement may not be altered except as may be agreed by you and us in writing or as permitted by this agreement.
- Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- Severance:
- If any provision of this agreement is invalid or illegal then the agreement will be treated as excluding the invalid or illegal provision.
- Data Protection:
- You agree that we may process, disclose or transfer any personal data that we hold on or in relation to you provided that we taker such reasonable steps to ensure that it is used only to fulfil our obligation under this agreement, for work assessment and fraud prevention or to make available information which we reasonably consider may be of interest to you.
- You agree that we can send marketing content to you via email, using your email or email address(es) provided.
 - You accept that by signing up to allow us to take payment via direct debit, you give us permission to hold the data provided in order to allow us to process such direct debit payments and information relating to all payments taken until the date in which the direct debit guarantee expires.
- IT:
- In order to utilise all the functionalities offered by us, it may be necessary to install software onto your or your employee's computer or device. In addition, from time to time at your request we or our sub-contractor may help troubleshoot problems you have in trying to access certain functionalities such as printing or accessing the internet. You agree that we and our sub-contractor shall not be responsible for any damage to your computer/device relating to such technical support or downloading and



installation of any software; We do not assume any liability or warranty in the event that any manufacturer warranties are voided; and offer no verbal or written warranty either expressed or implied regarding the success of any such technical support.

• Members List:

You are responsible for maintaining the accuracy of the names of the members on the Members list. Changes to the individuals designated as members must be notified to us in writing or email by the primary member with the full details of any new or departing member and the effective date of any such change. Only those individuals set out on the Members List shall be deemed to be 'members' and entitled to the benefits described in this agreement. If the number of members exceeds the number of allocated spaces on the front of this agreement, you shall be required to pay an additional fee and the agreement will need to be adjusted and re-signed. We reserve the right to limit the number of additional members in connection with this agreement.

• Small Business Rates Relief:

We reserve the right to claim and keep Small Business Rates Relief to which you may be entitled in respect of your occupation and use of the premises. At our request, you will complete and sign the appropriate application forms.

• Governing Law and Jurisdiction:

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including no contractual disputes or claims).

If you fail, or we suspect that you have failed, to comply with any provisions within these Terms and Conditions, or at any other time when we in our reasonable discretion see fit to do so, we may, at our discretion, terminate your membership and restrict your access to the building and the facilities within it. This will take immediate effect and we may not contact you prior to give notice to you. We may also decline application to renew your membership for any or all services when your monthly bill is due.

If you have any questions regarding this agreement, please contact <u>info@accrueworkplaces.co.uk</u>.