



Supplementary terms for the supply of Shared Hot Desk Suite Facility Services

The Services set out in this Supplement shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and Conditions and those of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this Supplement.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Hours of Availability' means the days and times that the Workspace is available for Occupation by the Client, as set out on the Order.
- 1.2 'Occupation', 'Occupy' means the Client's temporary occupation of the Workspace(s) during the term of this Agreement.
- 1.3 'Portable Appliance Test Certificate' means the certificate (which may be a label) that confirms that the appliance has been tested and meets the requirements laid out in the Electricity at Work Regulations 1989 and Provisions and Use of Work Equipment Regulations 1998.
- 1.4 'Premises' means the property on which the Suite is located, including buildings, car park and grounds.
- 1.5 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.6 'Services' means the Company's shared hot desk service.
- 1.7 'Suite' means the Company's shared hot-desk office suite.
- 1.8 'Workspace' means a single workspace within the Suite, which shall comprise the items / services described in the Service Schedule and includes the immediately surrounding floor-space.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run for an initial term of ninety days and thereafter until terminated by either party in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof.

3. PROVISION OF SERVICES

- 3.1 During the term of this Agreement, the Company will provide the number of Workspaces, during the Hours of Availability, set out on the Order.
- 3.2 The Company will provide any additional services and / or make available additional facilities as set out on the Order ('Additional Requirements'), subject to any additional terms and conditions set out on the Order.

4. GENERAL PROVISIONS

- 4.1 During Occupation of the Workspace, the Client:
 - 4.1.1 Shall not use the Workspace, or permit the Workspace to be used for any other purpose other than for the purpose or purposes set out in this Agreement and attached Order;
 - 4.1.2 Will be responsible for the conduct and behaviour of all employees, subcontractors and visitors whilst within the Suite and Premises;
 - 4.1.3 Shall take good care of, and shall not cause any damage or permit any damage to be done to the Workspace, the Suite, the Premises, or any fixtures, fittings or equipment therein;
 - 4.1.4 Shall promptly notify the Company in the event any damage caused or permitted by the Client, its employees, subcontractors or visitors and such damage shall be made good by the Company at the cost to the Client;

- 4.1.5 Shall, and shall undertake that its employees, visitors and subcontractors shall, during Occupation of the Workspace comply with all reasonable requirements of the Company;
- 4.1.6 Shall not make any alterations to the Workspace or the Suite, its fixtures, fittings and decorations;
- 4.1.7 Shall not drive any nails or fixing or any kind into any wall, floor, partition, pillar, ceiling, fixture, fitting or furniture;
- 4.1.8 Shall not move or remove any furniture, fixture, fittings or equipment from the Suite;
- 4.1.9 Shall ensure that its employees, subcontractors and visitors will not use the Suite for any illegal activity or cause a nuisance to any other persons who occupy the Premises;
- 4.1.10 Ensure that at all times during its Occupation of the Workspace, the Company and its clients have full access to the Suite;
- 4.1.11 Shall maintain the Workspace in a tidy condition.
- 4.2 Alcohol or drugs may not be brought on to or consumed on the Premises.
- 4.3 Smoking or the use of e-cigarettes is not permitted on the Premises.
- 4.4 All Client-supplied furniture, apparatus, equipment and other supplies delivered to or installed at the Suite shall be delivered and / or installed during the Working Day, unless otherwise agreed with the Company.
- 4.5 At the end of any period of Occupation of the Workspace the Client shall remove from the Workspace anything which the Client has brought into the Workspace for the purposes of or in connection with its Occupation and shall ensure that the Workspace is clean, undamaged and free from rubbish; and
 - 4.5.1 If in the reasonable opinion of the Company, the Client has failed to comply with sub-clause 4.5, the Company shall make the Suite good and charge the Client at its prevailing rates for such work.
- 4.6 No lighting, heating, power, cabling or other electrical fittings or appliances in the Suite are to be altered, moved or otherwise interfered with, without the prior written consent of the Company.
- 4.7 No additional heating, lighting, power or other electrical fittings are to be installed or used within the Suite without the prior written consent of the Company.
- 4.8 No animal, other than an assistance dog may be brought in to the Premises.
- 4.9 All furniture, fixtures and fittings that comprise the Suite and Workspace shall remain at all times the property of the Company. The Client shall not sell, or offer for sale, assign, mortgage or pledge the Company's property or any part or parts thereof.
- 4.10 At the commencement of any period of Occupation, the Company shall provide to the Client means of access to for the Suite that corresponds to the number of Workspaces; and
 - 4.10.1 The Client shall be entitled to access to the Suite during Hours of Availability.
- 4.11 The Company cannot guarantee the availability of car parking space at the Premises.
- 4.12 On request, the Company will endeavour to make available a meeting room within the Premises, subject to:
 - 4.12.1 The availability of such a meeting room at the time required by the Client;
 - 4.12.2 The Client booking the meeting room in advance;
 - 4.12.3 The Client accepting the Company's additional Charges (as notified in advance) for the provision of the facility.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client:

- 5.1 Acknowledges and accepts that the Suite is a shared facility and Occupation of Workspaces within the Suite is not exclusive to the Client.
- 5.2 Shall be responsible for installation, commissioning, testing and subsequent removal of all Client-owned equipment that the Client brings into the Suite.
- 5.3 Accepts that the Company shall not be liable for loss of or damage to the Client's property while such property is on the Company's Premises, unless such loss or damage is caused directly by the negligence of the Company, its employees or subcontractors.
- 5.4 Shall be solely responsible for insuring any and all property that is brought into the Suite by the Client, its employees and subcontractors.

6. THE COMPANY'S OBLIGATIONS

- 6.1 During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, the Company shall:
- 6.1.1 Make Workspace available to the Client for Occupation during the Hours of Availability for the term of this Agreement;
 - 6.1.2 At its own expense, provide for the normal heating and lighting of the Suite; however
 - a) Shall not be responsible for any failure thereof or defect to the heating and / or air conditioning and/or lighting or loss or damage resulting there from unless such is due solely to the negligence of the Company or its employees or subcontractors.
 - 6.1.3 Comply with / provide any Additional Requirements set out on the Order, subject to any additional terms set out therein;
 - 6.1.4 Provide to the Client at the commencement of this Agreement, from time to time thereafter and in response to specific requests from the Client, the Company's site and health and safety policies as apply to the use of the Suite;
 - 6.1.5 Undertake to at all times maintain the Suite, ensure that it does not fall into disrepair or otherwise become unfit for purpose;
 - 6.1.6 Shall properly manage the occupancy of the available Workspaces and ensure that at all times, the capacity of the Suite is not exceeded.

7. LIABILITY

- 7.1 In addition to the parties' liabilities set out in clause 10 of the General Terms and Conditions:
- 7.1.1 The Client shall be liable for any loss or damage in excess of reasonable wear and tear caused to the Suite or Premises and to the fixtures, fittings and equipment therein which is caused by any act or omission of the Client, its employees, subcontractors or visitors, and shall pay to the Company on demand the amount required to remedy any such damage.
 - 7.1.2 The Company shall not be liable for any loss due to any failure of supply of electricity or data connectivity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the Suite to be temporarily unavailable or temporarily restrict services available within the Suite.

8. NO TENANCY

- 8.1 The Client agrees and acknowledges that:
- 8.1.1 This Agreement merely creates a licence to Occupy the Workspace during Hours of Availability for the term of this Agreement;
 - 8.1.2 No relationship of landlord and tenant is created between the Client and the Company by this Agreement; and
 - 8.1.3 The Company shall at all times retain possession, control and management of the Suite and its Workspaces; and
 - 8.1.4 The Suite is a shared resource that subject to the number of Workspaces specified on the Order and the capacity of the Suite, may be part-occupied by other customers of the Company at the same time as the Client; and
 - 8.1.5 The Client has no right to exclude the Company or its customers, subcontractors or visitors from the Suite or restrict the Company's access to the Workspace at any time.
- 8.2 The Client shall not assign or sub-let any interest in the Workspace or any part thereof.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at any time;
 - 9.1.2 By the Client giving thirty days' notice in writing if the Company makes changes to the terms of this Agreement which are to the detriment of the Client (for the avoidance of

doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);

9.1.3 Immediately by the Company in the event that it is so instructed by government or a regulatory body.

10. CHARGES AND PAYMENT

10.1 Charges for the Services shall comprise:

10.1.1 The monthly Service Charge. This charge will be made for the duration of this Agreement regardless of whether or not the Client makes any use of the Workspace;

10.1.2 Charges for the use of meeting rooms;

10.1.3 Remedial work Charges if incurred, which shall be charged at the Company's prevailing rate.

10.2 The Company shall raise invoices for monthly Service Charges monthly in advance, Charges for remedial work following the completion of such work, and any other charges in arrears.

10.3 The Client acknowledges that it may at any time, by raising a supplemental Order:

10.3.1 Subject to availability, license additional Workspaces at any time during the term of this Agreement and acknowledges that at the price quoted by the Company for such additional Workspaces may differ from any previous Workspaces licensed or quotations provided by the Company.

10.4 If the Company terminates this Agreement by reason of the Client's un-remedied or repeated breach of this Agreement, the Client shall be liable for a termination charge, equivalent to three months' Charges, which shall be paid by way of liquidated damages.

10.5 The Client shall not be liable for termination charges if this Agreement is terminated by:

10.5.1 The Client properly serving written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms and Conditions;

10.5.2 The Company if it can no longer provide the Services or part thereof;

10.5.3 The Client by reason of the Company's un-remedied or repeated breach of the terms of this Agreement;

10.5.4 The Client if the Company makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 of this Supplement.

11. HEALTH AND SAFETY

11.1 During Occupation of the Workspace, the Client:

11.1.1 Shall comply with all the Suite's site safety regulations as notified by the Company at the commencement of this Agreement and from time to time thereafter.

11.1.2 Shall notify the Company immediately on becoming aware of any accident or injury occurring to any of its employees or visitors during its Occupation of the Workspace;

11.1.3 Shall assist the Company with the safe clearance of its employees and visitors of the Suite in case of emergency;

11.1.4 Ensure that during Occupation of the Workspace, all exit doors from the Suite shall be kept unlocked and unobstructed, and immediately available for exit;

11.1.5 Shall not use or allow to be used any gas-supplied heaters, or naked flames or anything similar in any part of the Premises;

11.1.6 Shall not bring any electrical equipment into the Suite unless it bears a valid Portable Appliance Test Certificate.

Service Schedule

1. Workspace Items and Services

Each Workspace includes:

- One chair
- One desk
- Two 13amp power sockets
- Shared high speed access to the Public Internet

Plus access to:

- Toilet facilities
- Kitchen area
- Meeting room (at additional charge)

2. Contact Details

The Company will make available an administrator, who will be the Client's day to day contact for the duration of this Agreement. Details will be provided by the Company at the commencement of the Agreement.