

## TERMS AND CONDITIONS

### 1.0 Membership Agreement

- 1.1 A 'Member' is the individual/organisation which has been approved by the Director of the Park Place Business Hub (otherwise noted as Business Hub, The Hub in remainder of the Terms and Conditions) to enter into the Member Agreement.
- 1.2 Each Member will be given a single login account to access the Members' portal to make arrangements to use the hot desk space and car parking space.
- 1.3 Members must ensure that they and their representatives treat their login details as confidential and must not disclose them to any third party. We accept no responsibility for Members' use of the online booking system.
- 1.4 We have the right to disable any login, at any time, if, in our reasonable opinion, the Member or any of its representatives have failed to comply with any of the provisions of the Member Rules and Agreement.
- 1.5 If a Member knows or suspects that any third party knows its login details, the Member must promptly notify us.
- 1.6 Membership fees must be paid monthly in advance. The value of the membership fee will be determined by the Membership Type requested by the Member. Details of the Membership Type including fees are noted on the Park Place Business Hub information flyer and application form.
- 1.7 Non-payment by the required date can lead to suspension of membership and removal of access rights to The Hub
- 1.8 Where a debt remains outstanding after a total of 28 days, The Hub may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and access to The Hub and the Members' portal may be suspended until all debts are paid in full. Any debt recovery and/or legal costs incurred by The Hub in recovering any debts will be added to the balance owed by the Member for which the Member will be liable in full.
- 1.9 All fees and charges quoted are exclusive of VAT. Fees and charges may be subject to change.
- 1.10 Membership is strictly non-transferable, non-assignable and cannot be used by any other person or organisation.
- 1.11 Members must not use the Business Hub for more hours than allowed by their membership type. If required additional hours of hot desk space may be purchased.
- 1.12 All costs or charges over and above the membership fees will be payable on booking.

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1.13 When membership is due for renewal Members can renew through the portal. Members will receive automatic reminders prompting them to renew. Members will not be able to make bookings after the membership expiry date until membership is renewed.

## **2.0 Visiting the Hub**

2.1 On first visit to the Hub the member must register at the ground floor reception desk.

2.2 The Hub reserves the right to refuse entry to any Member or their representatives who does not book a hot desk or meeting room in advance of their visit

2.3 Bookings for Business Hub facilities must be completed via the online booking system.

2.4 Payments made on bookings for meeting rooms and event spaces are non-refundable will be considered as forfeit unless:

- A minimum of 48 hours' notice is given, where the single meeting room is booked.
- A minimum of ten working days' notice is given for bookings for the Boardroom/Conference Room.
- A minimum of 1 months' notice is given for any booking for the for the whole Events Space.

2.5 For hot desk bookings, if a Member fails to provide a minimum of 48 hours' prior notice of cancellation of a booking the length of the booking will be deducted from the Member's hours hot desk allocation. If the Member's hot desk allocation has already been exhausted, the Member will be required to pay for the hot desk booking and nay payment already made will be non-refundable.

2.6 Refunds may not be available for any additional services provided via third parties or suppliers such as catering or additional AV requirements which have been booked and confirmed in advance.

2.7 Meeting rooms and hot-desk spaces must be vacated promptly at the end of a booked session.

2.8 Members can book hot-desks and meeting rooms hourly on a 24 hour basis.

2.9 If conference room or event space is required for out of business hours (08:00am to 18:00pm), this can be considered.

2.10 An extension to a booked hot-desk session or meeting room will be subject to availability and incur an additional charge in accordance with the Business Hub's applicable standard charges.

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## **3.0 Continuity of service**

- 3.1 The Business Hub aims to provide a high level of service to its Members but accepts no liability for any temporary or permanent breakdown in the ability to provide this service. Any additional services which are offered are done so, subject to availability.
- 3.2 Should the Business Hub not be able to provide the services at the given location, the Hub will endeavour to provide the services at an alternative location. Should the Hub not be able to find a suitable location, the Member agrees that the Hub will not be held liable for any loss, expense or damages.

## **Internet and Wi-Fi use**

- 4.1 Wireless internet connection is provided for the benefit of Members and should be used in accordance with all United Kingdom laws, statutes and regulations. Passwords required for the use of the internet connection must not be divulged to any other party.
- 4.2 Each Member is the data controller for its own electronic data. The Business Hub does not make any representations as to the security of the Hub's network (or the internet) or of any information that the Member places on it. The Member should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances.
- 4.3 The Business Hub cannot guarantee that a particular degree of availability will be attained in connection with the Member's use of Business Hub's network (or the internet).

## **5.0 Behaviour**

- 5.1 Members are asked to act with courtesy to other tenants and fellow members of the Hub. Members must not cause any nuisance or inconvenience whilst in the Business Hub to Members, or occupiers of the Hub or do anything that may bring the Hub into disrepute.
- 5.2 Members must not remove or damage any property, fixtures or fittings belonging to the Business Hub or any property belonging to any other member, user or their guest. The Hub reserves the right to claim costs and damages in full from the Member for any such removal or damage incurred.

## **6.0 Termination of Membership**

- 6.1 The Business Hub can terminate this Agreement and a Member's membership with immediate effect if the Member materially breaches any term of this Agreement.
- 6.2 The Hub can suspend or terminate the rights of a Member Representative to use the facilities at The Hub with immediate effect if the Member Representative materially breaches any term of this Agreement.

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- 6.3 The Business Hub can suspend or terminate the rights of a Member Representative to use the facilities at the Business Hub with immediate effect if the Member Representative materially breaches any term of this Agreement.
- 6.4 The Business Hub may end this Agreement and a Member's membership immediately by giving the Member notice and without need to follow any additional procedure if (a) the Member becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Member is in breach of one of its obligations which cannot be put right.
- 6.5 Should a Member cancel their membership in the absence of any breach by the Business Hub, no refund, either in whole or part will be given.

## **7.0 Liability**

- 7.1 The Member shall to the extent permitted by law, defend, indemnify and hold harmless the Business Hub from and against any and all injury, loss, costs, expenses, liabilities, claims or damage (including legal fees and disbursements) suffered or incurred by the Business Hub for (i) personal loss, death or injury or loss or damage to property where such liability is caused by, or incurred as a result of any act or omission of the Member, any of the Member's guests, or its officers, employees or representatives; (ii) arising from, related to, or in connection with any use or occupancy of the Business Hub by the Member or (iii) arising from, related to, or in connection with any act or omission of the Member, which indemnity extends to any and all claims arising from any breach or default in the performance of any obligation on the Member's part to be performed under the terms of this Agreement.
- 7.2 This indemnification shall survive the expiration or termination of this Agreement.
- 7.3 The Business Hub shall not be liable to the Member for losses due to theft, vandalism, or like causes.
- 7.4 Nothing in this Agreement excludes or otherwise limits the liability of the Business Hub and the Partners for:
- 7.5 death or personal injury caused by their negligence or the negligence of its officers, employees or agents; or
- 7.6 fraud or fraudulent misrepresentation; or
- 7.7 any other liability that cannot be excluded or limited by applicable law.

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- 7.8 Subject to paragraph 6.0, neither the Business Hub nor its Partners shall be liable to any Member whether in contract, delict (including negligence), breach of statutory duty, or otherwise for:
- 7.9 any loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, turnover, loss of business, contracts, depletion of goodwill or similar losses, loss or corruption of data or information or pure economic loss (whether direct or indirect in nature); or
- 7.10 any punitive, special, indirect or consequential loss costs, damages, charges or expenses.
- 7.11 Subject to paragraphs 7.2 and 7.3, the Business Hub's total liability in contract, delict (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited in each membership period to the Membership fee payable by the Member.

## **8.0 Personal Data**

- 8.1 The Member acknowledges and accepts that its personal data may be transferred or made accessible by the Business Hub to its managing agent Andrew Reilly Associates Ltd for the purposes of providing the services herein.
- 8.2 Membership data will be used in accordance with the Business Hub's Privacy Policy.

## **9.0 General**

- 9.1 The Member acknowledges and accepts that the Business Hub has no responsibility for the Member's intellectual property, including but not limited to, patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (whether registered or unregistered) and the Member shall hold the Business Hub harmless in this regard.
- 9.2 The Member will be held solely responsible for actions of their officers, employees, representatives and guests.
- 9.3 The terms of this Agreement, any information relating to the business or affairs of the Hub and its Partners, their plans, processes, products, intentions or market opportunities, method of implementation and support, ("Confidential Information") must be kept confidential by the Member and the Member shall take all necessary steps to preserve its confidentiality.

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- 9.4 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 9.5 The Member warrants that all information that it provides to the Business Hub will be true, accurate, current and complete and it will ensure that this information is kept accurate and up to date at all times.
- 9.6 The Member agrees to provide all information that the Business Hub may reasonably request in relation to carrying out identification checks.
- 9.7 The Member acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Business Hub which is not set out in this Agreement or the statement of member benefits.
- 9.8 No party shall have authority to act as agent for, or to bind, the other party in any way.
- 9.9 The Business Hub shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances. The time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- 9.10 No failure or delay by a party in exercising any right or remedy or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.11 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 9.12 No term of this Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees) pursuant to the Contract (Third Party Rights) (Scotland) Act 2017 with the exception of the Partners.
- 9.13 In the event of any dispute arising to the meaning or interpretation of these terms and conditions, the decision of the Business Hub will be final.
- 9.14 This Agreement shall be interpreted in accordance with the laws of Scotland in any dispute, difference or question of any kind which may arise between the parties.