



CO-WORKING - TERMS AND CONDITIONS

KEY TERMS

CENTRE - Alpha Works, Alpha, Suffolk Street, Queensway, Birmingham, B1 1TT

OPERATOR - Alpha Works (Birmingham) Limited UK Co No 10600167

1. Desk Space, Term and Fee

1.1. Fee for desk space

You will pay Us the Fee and we will let You occupy the Desk Space for the Initial Fixed Term and thereafter until the Term ends in accordance with **clause 4**.

1.2. No Lease

You occupy the Desk Space as a licensee and not as a tenant. This is not a lease. Your occupation is not exclusive as we will provide the Services detailed in the Members Handbook and any Additional Services you request in accordance with the Members Handbook and run the Centre efficiently accessing the area You occupy as necessary.

1.3. Moving Desk Space

We may alter the location of Your Desk Space to another space within the Centre on reasonable prior notice

1.4. Payments

1.4.1. The Fee must be paid monthly in advance on the first day of each month in cleared funds.

1.4.2. The first instalment of the Fee plus VAT for the period starting on the date the Initial Fixed Term starts up to the end of the next calendar month which will be calculated and payable in accordance with the Members Handbook; and

1.4.3. You must pay for the Additional Services you consume in accordance with the Members Handbook.

1.4.4. You must not make any deduction, counterclaim or set-off from any payments due to Us.

2. Your Obligations

2.1. Interest on Overdue Payments

You must pay interest to Us on all overdue payments at the rate of 4% above HSBC Plc's base rate for the whole time that they are unpaid.

2.2. Reimburse Fees Incurred by the Landlord

You must pay Us on demand all expenses arising from any failure by You to comply with these Terms & Conditions and any reasonable action taken by Us because You did not comply.

2.3. Repair

2.3.1. You must keep Your Desk Space and Furniture in a reasonable state of repair and condition but You are not responsible for fair wear and tear to Your Desk Space and Furniture.

2.3.2. You must do everything required by law including statutory regulations in respect of Your Desk Space and its use and occupation under these Terms & Conditions.

2.4. Alterations

2.4.1. No alterations whatsoever may be made to Your Desk Space.

2.4.2. You must not damage Your Desk Space or the Furniture and must not make any other alterations to the Desk Space or to the pipes, cables, wires and ducts serving Your Desk Space.

2.5. Failure to Comply

2.5.1. If We require You to rectify any failure to comply with Your obligations then You must comply with Our requirements immediately in the case of an emergency or otherwise promptly.

2.5.2. You must promptly notify Us of any defect or disrepair in Your Desk Space or of any failure in any of the Services.

2.6. Obligations at the End of Term

2.6.1. These obligations apply to the end of the Term however it ends.

2.6.2. By the end of the Term You must have removed all Your goods and contents from Your Desk Space and must make good all damage caused by this removal and also any as a result of any failure by You to comply with these Terms & Conditions.

2.6.3. If after the end of the Term there are possessions in the Desk Space that are not Ours We may sell or dispose of them as your agent without any liability or responsibility to You whatsoever.

2.6.4. If the Desk Space or Furniture have been damaged during this Term then We will charge You the cost of putting this right after this Term ends.

2.7. User

2.7.1. You must only use Your Desk Space for office use;

2.7.2. You must not cause a nuisance to Us or to any other occupiers of The Centre.

2.8. Who may Occupy

2.8.1. This Agreement is personal to You and You must not assign it, however, if You are a Company then You may permit your employees occupy Your Desk Space.

2.8.2. Each employee who you require to have access to Your Desk Space must be authorised through Centre security in accordance with the Members Handbook.

2.9. Management and Membership

You must comply with the Members Handbook.

3. Our Obligations

- 3.1. We must provide the Desk Space and Furniture to You and the Services as set out in the Members Handbook.
- 3.2. We will provide internet services to you but these are used at your own risk and you are responsible for your own internet security. We accept no responsibility for any outage or fall in bandwidth outside our reasonable control.

4. General

4.1. Ending this Term

- 4.1.1. If any of the following events occur, We may end this Term immediately -
 - 4.1.1.1. any sum You owe is unpaid for 7 days after becoming due;
 - 4.1.1.2. You breach these Terms & Conditions and within 7 days fail to put that right after we notify You;
 - 4.1.1.3. if You are a company or a limited liability partnership You go into liquidation, or are wound up, or an administrator or administrative receiver is appointed to You or You are struck off the register of companies; and when You are an individual You become bankrupt;
 - 4.1.1.4. if You are a partnership and are subject to an event similar to any listed in **clause 4.1.1.3** with appropriate modifications so as to relate to a partnership; and
 - 4.1.1.5. if there are any criminal allegations made against You.
- 4.1.2. Neither the existence nor the exercise of Our right under **clause 4.1.1** will affect any other right or remedy available to Us.
- 4.1.3. In this **clause 4.1** reference to 'You', where You are more than one person, includes any one of You.

4.2. Other Termination Rights

- 4.2.1. Either You or We may end the Term at the end of the Initial Fixed Term by giving the other at least one month's prior written notice to end on the last working day of a calendar month but if not, this Term continues until either one of us gives one calendar month's prior written notice to the other to end on the last working day of a calendar month. You will give us back Your Desk Space vacant and in accordance with **clause 2.6**.
- 4.2.2. If this Term ends under this **clause 4.2** this will not affect the rights of either party in relation to a previous failure to comply with these Terms & Conditions.

4.3. Limitations

- 4.3.1. You have no rights that would restrict building or carrying out of works to any adjoining premises.
- 4.3.2. You have no rights to enforce any obligations against other occupiers of the Centre or Alpha.
- 4.3.3. We are only liable to You for any loss or damage that You suffer that is caused by Us deliberately or negligently being in breach of these Terms & Conditions. Under no circumstances are We responsible for any loss of profits or business loss and in any event Our liability is capped at a maximum of 100% of the total Fee that We have received from You.
- 4.3.4. Notwithstanding **clause 4.3.3** We are not excluding Our liability for death or personal injury.

4.4. Service of Notices

Unless specified otherwise in the Members Handbook any notice must be in writing and -

4.4.1 may be delivered by personal delivery to Us at the Community Manager's Office or may be sent to Us by email to the Community Manager and

4.4.2 may be delivered to You at Your Desk Space or at any email address that you have notified us in writing as the appropriate email address for communicating formally with you about this Agreement.

4.5. Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

4.6. Confidentiality

We and You will both treat the financial terms of this Agreement as confidential and will not disclose them to others apart from Our legal and financial advisors.

4.7. Definitions and General Interpretation

In this Agreement -

- 4.7.1. 'Term' means the Initial Fixed Term and any continuation in accordance with this Agreement;
- 4.7.2. 'Members Handbook' is the handbook current at the date of this checkout and given to You and any revised updated versions we publish on the Alpha Works website during this Agreement and the 'Services' and 'Additional Services' are described in the Members Handbook.
- 4.7.3. an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 4.7.4. You will be liable for any breaches of Your obligations in these Terms & Conditions committed by -
 - 4.7.4.1. any authorised occupier of Your Offices their respective employees, licensees or contractors; or
 - 4.7.4.2. any person under Your control or acting under Your express or implied authority.

4.8. Membership of Alpha Works Community

- 4.8.1. By agreeing to these Terms & Conditions you become a Member of the Alpha Works Community and the Members Handbook sets out details of the benefits of that membership and any relevant obligations that apply to it.
- 4.8.2. As Members you may use the Alpha Works address but may not represent that this is in your ownership. Other Alpha Works brand protection requirements are set out in the Members Handbook.

4.9. Variations to this Agreement

Any variations to these Terms & Conditions must be in writing, must refer to this Agreement and must be signed by You and Us.

4.10. Data Protection

- 4.10.1. We will only process any personal data we collect in accordance with our privacy policy and all applicable data protection laws and regulations.
- 4.10.2. You confirm that any personal data supplied to Us has and in future will have the informed consent of the relevant person.

5. Security Deposit

5.1. Deposit

We acknowledge receipt of the Deposit from You which We will hold as security for the performance of these Terms & Conditions and if any money is overdue or You have not complied with these Terms & Conditions either during the Term or at the end of the Term We may use the Deposit.

5.2. Deposit Interest

You will not earn interest on the deposit.

5.3. Repayment of the Deposit

5.3.1. The Deposit will be repaid to You after a reasonable period for the settlement of any claims after the Term ends; and

5.3.2. Prior to repayment under **paragraph 5.3.1** We will be entitled to use the Deposit to pay all outstanding sums due to Us including those needed to put right any failure by You to perform these Terms & Conditions.