



DAILY HOT DESK TERMS AND CONDITIONS

KEY TERMS

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

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

COMMUNITY HUB - The communal working space in the Centre designated by Us from time to time

1. Working Space, Term and Fee

1.1. Fee for office Space

You will pay Us the Fee and we will let you access the Community Hub for the specified day and at the end of working hours that day the Term will end.

1.2. Licence to Occupy

You occupy the Community Hub as a licensee only and no part of the Community Hub is given to you for your exclusive use.

1.3. Payments

1.3.1. The Fee must be paid in advance on booking and in accordance with the Members Handbook; and

1.3.2. You must pay in advance for the Additional Services you wish to consume in accordance with the Members Handbook.

2. Your Obligations

2.1. Reimburse Fees Incurred by the Landlord

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

2.2. No damage

You must not damage the Community Hub or furniture in it and must not make any alterations to the hot desk, Community Hub or to the pipes, cables, wires and ducts serving the Community Hub.

2.3. Failure to Comply

2.3.1. 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.

2.3.2. If at the end of the day's use there are any of your possessions in the Community Hub We will keep those items for 14 days only after which We may sell or dispose of them as your agent without any liability or responsibility to You whatsoever.

2.3.3. If the Community Hub or Furniture have been damaged during this Term then We will charge You the cost of putting this right after the Term ends.

2.4. User

2.4.1. You must only use the Community Hub for office use and may not store or keep any goods or equipment anywhere in the Community Hub;

2.4.2. You must not cause a nuisance to Us or to any other occupiers of the Centre.

2.5. Who may Occupy

2.5.1. This Agreement is personal to You.

2.5.2. Each person who you require to have access to the Community Hub must be authorised through Centre security in accordance with the Members Handbook.

2.6. Management and Membership

You must comply with the Members Handbook.

3. Our Obligations

3.1. We must provide the hot desk in the Community Hub 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. This Term will end at the end of the specified working day.

4.1.2. The fact that this Term ends will not affect the rights of either party in relation to a previous failure to comply with these terms & Conditions.

4.2. Limitations

4.2.1. You have no rights that would restrict our right to build or carry out works to any adjoining premises.

4.2.2. You have no rights to enforce any obligations against other occupiers of the Centre or Alpha.

4.2.3. 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 Fees that We have received from You.

4.2.4. Notwithstanding clause 4.2.3 We are not excluding Our liability for death or personal injury.

4.3. 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 in person or at any email address that you have notified us in writing as the appropriate email address for communicating formally with you about these Terms & Conditions.

4.4. **Contracts (Rights of Third Parties) Act 1999**

Nothing in these Terms & Conditions creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

4.5. **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.

4.6. **Definitions and General Interpretation**

In these Terms & Conditions -

4.6.1. **'Members Handbook'** is the handbook current at the date of this Agreement and given to You and any revised updated versions we publish on the Alpha Works website during the Term and the **'Services'** and **'Additional Services'** are described in the Members Handbook.

4.6.2. an obligation not to do something includes an obligation not to permit or allow another person to do it;

4.6.3. You will be liable for any breaches of Your obligations in these Terms & Conditions committed by -

4.6.3.1. any authorised occupier of Your Offices their respective employees, licensees or contractors; or

4.6.3.2. any person under Your control or acting under Your express or implied authority.

4.7. **Membership of Alpha Works Community**

4.7.1. 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.

4.7.2. Alpha Works brand protection requirements are set out in the Members Handbook.

4.8. **Data Protection**

4.8.1. We will only process any personal data we collect in accordance with our privacy policy and all applicable data protection laws and regulations.

4.8.2. You confirm that any personal data supplied to Us has and in future will have the informed consent of the relevant person.