



## PRIVATE OFFICE - Terms and Conditions

### KEY TERMS

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

**OPERATOR** - Alpha Works (Birmingham) Limited UK Co No 10600167 (called 'We', 'Us' and 'Our' in the Agreement)

**TERMINATION RIGHTS** - On at least one month's notice to end at the end of a calendar month either at the end of or after the Initial Fixed Term

## 1. Office Space, Term and Fee

### Fee for office Space

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

### No Lease

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

### Moving Office Space

- 1.3. We may alter the area You occupy to other space within the Centre on reasonable prior notice as long as the new area is similar.

### Payments

- 1.4.
  - 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 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.

And 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 this Agreement and any reasonable action taken by Us because You did not comply.

### 2.3. Repair

- 2.3.1. You must keep Your Office Space and Furniture in a reasonable state of repair and condition but You are not responsible for fair wear and tear to Your Office Space and Furniture.
- 2.3.2. You must do everything required by law including statutory regulations in respect of Your Office Space and its use and occupation under this Agreement.

### 2.4. Alterations

- 2.4.1. The only alterations You can make to Your Office Space are to put up pictures and signs in accordance with the Members Handbook.
- 2.4.2. You must not damage Your Office Space or the Furniture and must not make any other alterations to the Office Space or to the pipes, cables, wires and ducts serving Your Office 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 Office Space or of any failure in any of the Services.

### 2.6. Obligations at the End of Agreement

- 2.6.1. These obligations apply to the end of the Agreement however it ends.
- 2.6.2. By the end of the Agreement You must have removed -
  - 2.6.2.1. all Your contents from Your Office Space;
  - 2.6.2.2. all alterations You have made unless We notify You otherwise;

and must make good all damage caused by this removal and any as a result of any failure by You to comply with this Agreement.

- 2.6.3. If after the end of the Agreement there are possessions in the Property 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 Office Space or Furniture have been damaged during this Agreement then We will charge You the cost of putting this right after this Agreement ends.

### 2.7. User

- 2.7.1. You must only use Your Office Space as offices;
- 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, you may permit your employees and individuals providing your organisation with contract services to occupy and you may share occupation of Your Office Space with one of Your group companies on condition that the sharing of occupation ends when the occupier is no longer a group company.

2.8.2. Each person who you require to have access to the Office Space must be authorised through the 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 Office Space and Furniture to You and the Services as set out in the Members Handbook.

3.2. We will provide data services.

## 4. Agreements

### 4.1. End of this Agreement

4.1.1. If any of the following events occur, We may end this Agreement immediately -

4.1.1.1. any sum You owe is unpaid for 7 days after becoming due;

4.1.1.2. You breach this Agreement and fail to put that right after we notify You;

4.1.1.3. when 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. when 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 this Agreement at the end of the Initial Fixed Term by giving the other at least one month's prior written notice but if not this Agreement continues until either one of us gives one month's written notice to the other. You will give us back Your Office Space vacant and emptied of Your possessions in accordance with this Agreement.

4.2.2. If this Agreement ends under this **clause 4.2** this will not affect the rights of either party in relation to a previous failure to comply with this Agreement.

### 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 Tower.

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 this Agreement. 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

4.4.1. Unless specified otherwise in the Members Handbook any notice must be in writing and may be delivered by hand to Us at the Community Manager's Office or may be sent to Us by email to the Centre Manager and to You at Your Office 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.

### Definitions and General Interpretation

4.7. 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 Agreement 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 this Agreement 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.

### Membership of Alpha Works Community

4.8. By accepting 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.

4.9. 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.

### Variations to this Agreement

4.10. Any variations to this Agreement must be in writing, must refer to this Agreement and must be signed.

## 5. Security Deposit

5.1. Deposit

We acknowledge receipt of the Deposit from You which We will hold subject to the terms in this Schedule as security for the performance of this Agreement and if any money is overdue during the Agreement or at the end of the Agreement 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 make good in accordance with **paragraph 5**.

## 6. Our Obligations

6.1. We must provide the Desk Space and Furniture to You and the Services as set out in the Members Handbook.

6.2. 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.

## 7. General

### 7.1. Ending this Term

7.1.1. If any of the following events occur, We may end this Term immediately -

7.1.1.1. any sum You owe is unpaid for 7 days after becoming due;

7.1.1.2. You breach these Terms & Conditions and within 7 days fail to put that right after we notify You;

7.1.1.3. 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;

7.1.1.4. 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

7.1.1.5. if there are any criminal allegations made against You.

7.1.2. Neither the existence nor the exercise of Our right under **clause 4.1.1** will affect any other right or remedy available to Us.

7.1.3. In this **clause 4.1** reference to 'You', where You are more than one person, includes any one of You.

### 7.2. Other Termination Rights

7.2.1. 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**.

7.2.2. 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.

### 7.3. Limitations

7.3.1. You have no rights that would restrict building or carrying out of works to any adjoining premises.

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

7.3.3. 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.

7.3.4. Notwithstanding **clause 4.3.3** We are not excluding Our liability for death or personal injury.

### 7.4. 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.

### 7.5. 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.

### 7.6. 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.

### 7.7. Definitions and General Interpretation

In this Agreement -

7.7.1. 'Term' means the Initial Fixed Term and any continuation in accordance with this Agreement;

7.7.2. '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.

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

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

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

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

### 7.8. Membership of Alpha Works Community

7.8.1. 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.

7.8.2. 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.

## 7.9. 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.

## 7.10. Data Protection

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

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

## 8. Security Deposit

### 8.1. 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.

### 8.2. Deposit Interest

You will not earn interest on the deposit.

### 8.3. Repayment of the Deposit

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

8.3.2. 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.