



## **The Brew Hotdesking Membership Agreement Updated 13/10/2022**

Definitions: Please see Schedule 1

### **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.**

The Service(s) are offered to the Member conditional on their acceptance of the terms and conditions contained in the Agreement, without modification.

### **2. SERVICES**

#### **2.1 BREW CARD**

2.1.1 The Brew card is provided to The Member for access in and out of the Hotdesk Hub

2.1.2 The Brew card may only be used by the Member and is not transferable to third parties.

2.1.3 The Brew card remains the property of the Company.

2.1.4 The Brew card should be carried by the Member when using the Company's Building.

2.1.5 The Brew card is valid for use whilst a membership is active. The Agreement shall (subject to the Company's rights of determination in accordance with these Terms and Conditions) subsist for a minimum period of one month from the Commencement Date determined .

2.1.6 The Member shall forthwith return The Brew Card to The Company at the termination of the Membership Period (howsoever terminated).

2.1.7 The Member shall bear responsibility for The Brew Card provided to it under these paragraphs at all times and shall not make copies or give to any person without the express written consent of The Company.

2.1.8 Any loss of The Brew card must be reported to the Company immediately. The Loss of The Brew card shall result in a fee of not less than £15 plus VAT for administration and the preparation and issuing of a new The Brew card to The Member.

#### **2.2 USE OF THE COMPANY'S HOTDESK HUB**

2.2.1 The Company will supply the following accommodation services to the Member during Business Opening Hours (which may change from time to time) Monday to Friday (other than UK public and bank holidays) from 8.30am-5.30pm.

2.2.2 The use in common with others of Equipment and those parts of the Hotdesk Hub intended by the Company for use by the Member and others including the designated Common Parts.

#### **2.3 MEETING, CONFERENCE ROOMS**

2.3.1 The Company entitles certain Hotdesk membership tiers to hire meeting rooms at a discounted rate via the Community Management team. Details of the rate and membership tiers the discount is applicable to are published on [thebrew.co.uk](http://thebrew.co.uk)

2.3.2 Use of the Hotdesk Hub will be subject to: (i) availability of the Hotdesk Hub; (ii) payment of all fees and charges incurred in paying for membership; and (iii) compliance with the terms and

conditions and/or house rules from time to time applicable to the Hotdesk Hub.

#### **2.4 USE OF THE COMPANY'S OTHER SERVICES**

Any other services such as telephone, fax, fax to email, printing or copying will be charged as per the Company's current rate.

#### **2.5 MODIFICATIONS TO THE SERVICE.**

2.5.1 The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to the Member, and is under no obligation to support or update the Service.

2.5.2 The amended Terms shall be effective immediately after publication on the Company's website, [www.thebrew.co.uk](http://www.thebrew.co.uk) . The Member's continued use of the Service after the posting of the amended Terms on the Site constitutes: (a) acknowledgment of the Terms and its modifications by the Member; and (b) agreement to abide and be bound by the Terms, as amended.

2.5.3 The Member acknowledges and agrees that the Company shall not be liable to the Member or any third party in event that the Company exercises its right to modify or discontinue all or part of the Service.

2.5.4 The Company reserves the right, in its sole discretion, to change Member pricing upon 30 days' notice.

### **3. PAYMENT**

3.1 The Member registration and set up fees (if applicable) and recurring monthly fees are payable in advance and are non-refundable.

3.2 The Member agrees that the Company may submit charges for their monthly service fee each month, without further authorisation from the Member, unless the Member cancels their membership in their account thereby terminating this authorisation or wishes to change their designated Service(s). Such notice will not affect charges submitted before the Company could reasonably act on the Member notice. (Note: the Company is under no obligation to contact the Member prior to charging the Member's designated credit card for their recurring service fee.).

3.3 If the Member has any question regarding any charges that have been applied to their account, the Member must contact the Company's Membership Manager within 30 days of the charge date.

3.4 Failure to use the Member account will not be deemed a basis for refusing to pay any charges submitted by the Company in accordance with this Agreement.

3.5 Payment of the Member's account balance and other applicable charges is due in advance and in full on the 1st day (or such other day as we designate) of each month.

3.6 Payment must be made online with the valid credit/debit card designated by the Member, or direct debit.

3.7 The Member must promptly notify the Company of changes to: (a) their email address, the account number or expiration date of the Member's designated card; (b) The Member's billing address; or (c) cancellation, theft or loss of the Member's designated card.

3.8 Any payment received after the due date will be charged interest on the Membership Fee or other payments at the rate of 4 per cent per annum above the base rate of National Westminster Bank plc from time to time calculated on a daily basis from the due date until payment if The Member shall fail to pay the Membership Fee or any other payments due under this Agreement within 7 days of the due date (whether formally demanded or not).

3.9. All banking charges will be borne by the Member.

3.10 If the Member disputes any part of an invoice, they must pay the amount not in dispute by the due date or be subject to a late payment compensation fee. The Company reserves the right to withhold services while there are any outstanding fees and interest or the Member is in breach of this Agreement.

3.11 Special offers. Every now and then, the Company may send special promotions and offers to its members. Unless otherwise agreed in writing these offers, once accepted, are strictly not refundable.

#### **4. PROVIDER'S RIGHT & RESPONSIBILITIES**

4.1 The Company shall provide The Member with The Brew card as is necessary to access the Hotdesk Hub.

4.1. The Company may without notice suspend the provision of services (including access to the Hotdesk Hub) for reasons of political unrest, strikes, pandemics, lockdowns or other events beyond its reasonable control.

4.2 The Company may close access to the Hotdesk Hub on occasion for its own events or events run by third parties. Such closures will be announced no less than one week in advance.

4.3 The Company is not liable for any loss as a result of failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, termination of its interest in the Building containing the Hotdesk Hub or otherwise.

4.4 The Company is also not liable for any failure until the Member has informed the Company and given reasonable time for rectification. The Member agrees that the Company will not be liable for any loss, damage or claim which arises as a result of, or in connection with, this agreement and/or the use of the services except to the extent that such loss, damage, expense or claim is directly attributable to its deliberate act or its gross negligence.

4.5 The Company will not in any circumstances be liable for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss.

4.6 The Company strongly advises the Member to insure against all such potential loss, damage, expense or liability.

4.7 Unless there is an emergency, the Company will as a matter of courtesy try to inform the Member in advance when it needs to carry out testing, repair or works other than routine inspection, cleaning and maintenance.

4.8 The Company will use all reasonable endeavours to ensure accurate and expeditious handling of communications for the Member, but no responsibility shall attach to the Company or its staff or agents for any injuries, damage or loss howsoever arising or to whomsoever caused.

4.9 The Company shall have no liability to the Member in respect of any act, omission, neglect, delay or default by any of the Company's staff or agents whether in contract or in tort.

4.11 CCTV recording may be in operation at all times around the Building and the Member consents to the personal details cited in this Agreement may be recorded, captured and maintained.

4.12 The Company takes no responsibility for and the Member shall have no claim against the Company in respect of the personal property of the Member.

4.13 The Company bears no liability for the health and safety of the Member or any person at the Building with its express or implied authority which shall at all times remain the responsibility of the Member.

#### **5. MEMBER'S RIGHTS AND RESPONSIBILITIES**

5.1 To pay to the Company the Membership Fee payable without any deduction in advance on for the period from the Agreement fee Commencement Date to the end of one month following such date to be made on the date of this Agreement together with such VAT as may be payable on the Membership Fee

5.2 The Member shall be entitled to receive the services subject to these Terms and Conditions.

5.3 The Member must only carry on business in the name specified on the Agreement.

5.4 The Brew brand and logo are registered Trade Marks of the Company. Members may not use The Brew logo, brand or images in any document or publication, including the internet and in any way in connection with their business, unless previously agreed in writing with the Company.

5.5 The Member must only use the Hotdesk Hub for its permitted use, and only for the business stated in the Agreement or subsequently agreed with the Company.

5.6 The Member will not do or permit to be done in the Building anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Company or to Members or occupiers of the Development or any owner or occupier of neighbouring property;

5.7 The Member will not browse or download material of an illegal or offensive nature. This includes but is not limited to: copyrighted movies, music, or software, hacking/cracking material, or adult material.

5.8 The Member must not carry on a business which involves frequent visits by members of the public or which competes with the Company business.

5.9 The Member must not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Hotdesk Hub or elsewhere in the Building;

5.10 The Member may not use the address of the Building as their business address nor the Registered Office of their business, unless previously agreed with the Company via the purchase of a special membership tier or in exceptional cases, where there will be a further charge as per the current price list.

5.11 The Member will not be allowed to use the Hotdesk Hub outside of Business Opening Hours unless specifically authorised in writing in exceptional circumstances.

5.12 The Member's obligations are to pay the stipulated fee and the costs of all other services provided on the due dates and to perform all of the obligations on the part of the Member contained in the Agreement.

5.13 The Member will fully indemnify the Company against any expenses, costs, claims, damages or penalties incurred by the Company in connection with this Agreement howsoever occasioned.

5.14 It is the Member's responsibility to arrange insurance for their own property, brought into the Building and for their own liability for employees and to third parties.

5.15 While the Agreement is in force and for six months after it ends, the Member must not solicit or offer employment to any of the Company's staff. If the Member does so, the Company estimates its loss at the equivalent of one year's salary for each of the employees concerned and the Member must pay the Company damages equal to that amount.

5.16 When the Member makes use of the Company's Hotdesk Hub and meeting rooms the Member agrees that:

5.16.1 Such meeting rooms shall be used for general office purposes only.

5.16.2 The Member shall maintain the Hotdesk Hub and meeting rooms in their existing condition and shall notify the Company immediately of any damage caused by the Member and the Member's employees and visitors.

5.16.3 The Member shall be liable for all damage caused by the Member and the Member's employees and visitors.

5.17 The Common Parts of the Building will only be used in such a way as to have regard to the rights and interests of other users.

5.18 The Member must take good care of all parts of the Hotdesk Hub, its equipment, fittings and furnishings. The Member must not alter any part of it. The Member is liable for any damage caused by the Member or those in the Hotdesk Hub with their permission or invitation.

5.19 The Member must not install any furniture or office equipment, cabling, IT or telecoms connections without the Company consent, which it may withhold at its absolute discretion

5.21 The Member agrees to comply with the procedures and regulations which the Company imposes generally on users of the Hotdesk Hub for health and safety and other reasons. It is the Member's responsibility to ensure that everyone in the Hotdesk Hub with their permission or invitation also complies with these house rules.

5.22 The Member agrees not to do anything that will or might constitute a breach of any Necessary Consents affecting the Hotdesk Hub or which will or might vitiate in whole or in part any insurance in respect of the Building from time to time;

5.23 The Member should leave the Hotdesk Hub clean and free of their belongings at the end of the hire period; otherwise, we may require the Member to pay a cleaning surcharge.

5.24 The Member must not obstruct the Common Parts, make them dirty or untidy or leave any rubbish in them

5.25 The Member must supply copies of at least 2 documents of personal identification: one photo ID such as a passport, ID with photo, driving licence with Photo; and one utility bill. Failure to present the required copies of these documents within 14 days from signing the Agreement may result in the Agreement being terminated an initial payment retained.

5.24 The Member will not smoke in any part of the Building.

5.25 The Member agrees to observe any rules and regulations the Company makes and notifies to The Member from time to time governing the Member's use of the Hotdesk Hub and the Common Parts including those contained in Schedule 1

5.26 The Member agrees not to do anything on or in relation to the Building that would or might cause the Company to be in breach of the tenant's covenants and the conditions contained in the Lease; and

5.27 The Equipment remains the property of the Company at all times.

5.28 The Company reserves the right to inspect the Equipment periodically at any time and without notice.

5.29 All electronic equipment used by the Member in the Building must be turned off when not in use.

5.30 Internet connectivity is included in the Membership Fee but its operation cannot be guaranteed by the Company and the Member will not have any claim against the Company for any interruption to the internet connection whether directly or indirectly caused by The Company or otherwise.

5.31 The Equipment shall not be moved by the Member from the position in which it is given to the Member or removed from the Building save as is reasonably required by the Company for the purposes of repairing or maintaining the same.

5.32 The Member shall immediately notify The Company of any failure in the Equipment and shall observe and perform all recommendations and requirements of The Company (in its absolute discretion) in relation to the future use of the Equipment.

5.34 The Member is responsible for complying with all applicable fire safety regulations at the Building which can be found displayed in the Business or such other location as The Company may allocate from time to time upon notifying The Member.

5.35 The Member shall recycle all recyclable materials, including but not limited to, all office paper, coloured paper, newsprint, magazines, envelopes, cardboard, drinks cans, plastic cups, toner cartridges and glass and shall place all recyclable materials in the recycling bags at the Building. Where waste includes boxes, the Member shall collapse them prior to disposal in the recycling bags.

## **6. NO WARRANTIES FOR USE OR CONDITION**

6.1 The Company gives no warranty that the Hotdesk Hub or the Building possesses the Necessary Consents for the Permitted Use.

6.2 The Company gives no warranty that the Hotdesk Hub or the Building is physically fit for the purposes specified in this Agreement.

## **7. DURATION AND TERMINATION**

7.1 This agreement lasts for the period stated in the Agreement and will be extended automatically for successive periods equal to the initial term (or such other renewal term that has been agreed between the Company and the Member) until brought to an end by the Member or the Company.

### *7.2 STANDARD DURATION AND TERMINATION TERMS AND CONDITIONS*

7.2.1 The Company may terminate this Agreement immediately by giving notice to the Member if:

7.2.1.1 The Member becomes insolvent, goes into liquidation or becomes unable to pay the outstanding debts to the Company when due;

7.2.1.2 The Member is in breach of one of their obligations under this Agreement which cannot be put right or which the Company has given notice to put right and which the Member has failed to put right within 7 days of that notice; or

7.2.1.3 The Member's conduct or that of someone at the Hotdesk Hub with the Member's permission or at their invitation, is incompatible with ordinary office use or does not comply with the house rules.

7.2.2 If the Company is no longer able to provide business accommodation and services at the Hotdesk Hub stated in the Agreement, then the Agreement will end and the Member will only have to pay fees up to the date it ends and for the additional services used. The Company will try to find suitable an alternative Building for the Member at another provider and accepts no liability if it is not able to find an alternative service provider.

7.2.3 If the Company ends this Agreement for any of the reasons in 6.2.1. (the standard termination terms and conditions), it does not put an end to any outstanding obligation the Member may have and the Member must: pay for additional services used and pay the service fees for the remainder of the period for which the Agreement would have lasted had the Company not ended it and indemnify the Company against all costs and losses incurred as a result of the termination.

### **7.3 DURATION AND TERMINATION TERMS AND CONDITIONS APPLICABLE TO THE BREW CARD.**

The Agreement shall (subject to the Company's rights of determination in accordance with these Terms and Conditions) subsist for a minimum period of one month from the Commencement Date specified in the Agreement. The Brew card will be automatically renewed at each monthly interval from the Commencement Date, for additional periods of one month, unless terminated

by either party via the member's online account or via email to the other or pursuant to our standard termination clause.

7.3.1 The Agreement can be brought to an end by the Member or the Company at the end date stated in it or at the end of any extension or renewal period by cancelling via the online account or via email.

7.3.2 The Agreement lasts from the period stated in it and will then automatically be extended for successive periods equal to the initial term but no less than 1 month (or such other renewal term as has been agreed between us) until brought to an end by the Member or by the Company.

7.3.3 The Member cannot claim a refund for Hotdesk Membership hours not used.

## **8 PROVIDER'S LIMITATION OF LIABILITY**

8.1 Subject to clause 8.2, the Company is not liable for:

8.1.1 the death of, or injury to the Member, its employees, customers or invitees to the Building damage to any property of the Member or that of the Member's employees, customers or other invitees to the Building

8.1.2 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Member or the Member's employees, customers or other invitees to the Building in the exercise or purported exercise of the rights granted by this Agreement.

8.2 Nothing in clause 8.1 shall limit or exclude The Company's liability for:

death or personal injury or damage to property caused by negligence on the part of The Company or its employees or agents; or any matter in respect of which it would be unlawful for The Company to exclude or restrict liability.

## **9. VAT**

Each amount stated to be payable by The Member pursuant to this Agreement is exclusive of VAT (if any);

## **10 MEMBERSHIP AGREEMENT**

10.1 This agreement is not a lease or any other interest in real property. It is a contractual arrangement that creates a revocable Membership.

10.2 The Company retains legal possession and control of the Hotdesk Hub, the Building and the Building. The Company's obligation to provide the Member services is subject to the terms of the Company's lease with the Building. This agreement terminates simultaneously with the termination of the Company's master lease or the termination of the operation of the Company for any reason. As the Company's Member, the Member does not have any rights under the Company's lease with the Company's landlord. When this agreement is terminated because the term has expired or otherwise, the Member's access to the Hotdesk Hub is revoked. The Member agrees to remove their personal property and leave the Building as of the date of termination. The Company is not responsible for property left in the Building after termination.

## **11 DAMAGE AND INSURANCE**

11.1 The Member is responsible for any damage the Member causes to the Building(s) beyond normal wear and tear. The Company has the right to inspect the condition of the Building from time to time and make any necessary repairs.

11.2 The Member is responsible for insuring their personal property against all risks. The Member has the risk of loss with respect to any of their personal property. The Member agrees to waive any right of recovery against the Company, its directors, officers and employees for any damage or loss to the Member's property under their control.

## **12 GENERAL**

12.1 Any notice given by either party shall be made in writing and shall be deemed sufficiently served (i) in the case of notice to the Company at the Building or such other addresses or shall have been notified by the Company for the receipt of notices and (ii) in the case of notice to the Member at the addresses indicated in the Agreement or such other addresses have been notified by the Member to the Company for the receipt of notices, including at the email address of the Member..

12.2 Any formal notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at the its Registered Office address

12.3 Any notice shall be deemed to have been duly received: (a) if delivered personally, when left at the address and for the contact referred to in this clause; (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the working day after posting; or (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.4 The terms of the Agreement are confidential. Neither party must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for 1 year after the Agreement ends.

12.5 Except where we are grossly negligent, you must indemnify us in respect of all liability, claims, damages, losses and expenses which may arise

12.5.1 If someone dies or is injured in the Building;

12.5.2 from a third party in respect of the use of the Hotdesk Hub and the services;

12.5.3 if the Member does not comply with the terms of the Agreement.

12.6 The member must also pay any costs, including reasonable legal fees, which the Company incurs in enforcing the Agreement

## **13. RIGHTS OF THIRD PARTIES**

13.1 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **14. GOVERNING LAW AND JURISDICTION**

14.1 This Agreement and any dispute or claim arising out of or in Hotdeskion with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in Hotdeskion with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



### Schedule 1 - Definitions and Interpretation

1. The definitions and rules of interpretation in this Schedule 2 apply in this agreement:
- |                           |  |
|---------------------------|--|
| “Provider”                | The Brew Eagle House Limited   |
| “Member”                  | Signatory of the Agreement.  |
| “Service(s)”              | any service/product selected by the Member   |
| “Business Opening Hours “ | 8.30am-5.30pm Monday to Friday except UK public and bank holidays  |
| “Building”                | Relevant location of building at the address as demised by the Lease or such reduced or extended area as the Company may from time to time designate as comprising the Building;   |
| “Hotdesk Hub”             | Relevant hotdesk hub location in building  |
| “Common Parts”            | such entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Hotdesk Hub as designated from time to time by The Company; |
| “Competent Authority”     | any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;   |
| “Equipment”               | Means, where provided by the Company, items in the Building and all fixtures and fittings and plant and machinery thereon;   |
| “Lease”                   | a lease of the Building entered into by the Company;   |
| “Agreement”               | This Agreement and any documents supplemented as or entered into pursuant to this Membership;  |
| “Membership Fee”          | The amount as published on thebrew.co.uk inclusive of VAT per month credit or debit card or Direct Debit;  |
| “Membership Period”       | The duration in which the membership is active;  |
| “Necessary Consents”      | All planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use;                 |
| “Permitted Use”           | business office purposes only;   |
| “Service Media”           | all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other   |

“VAT”

services and utilities and all structures, machinery and equipment ancillary to those media; and value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement and the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedules.

3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.

4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular and a reference to one gender shall include a reference to the other genders.

5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

6. A reference to writing or written can include faxes and e-mail.

7. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.

8. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

9. A reference to the “Member” includes a reference to its employees, agents and all other persons in the Building with the express or implied authority of any of them.