

UNIT BASE MEMBER TERMS

MEMBER TERMS

1. INTRODUCTION

- 1.1. These are the terms and conditions of Unit Base Ltd, a company registered in England and Wales under company number 16470669 ("We" or "Us", and "Our" will be interpreted accordingly).
- 1.2. These terms and conditions apply to companies or individuals who have signed up to a membership, whether paid, discounted or complimentary. By becoming a member, You are deemed to accept these terms and conditions and a legally binding contract is formed between You and Us. If You do not accept these terms and conditions, please do not register to become a member.
- 1.3. We may amend these terms and conditions in respect of co-working memberships on 30 days' notice, and such amendments shall apply to Your membership. These terms are available on our website.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Defined terms shall have the following meanings unless expressly stated otherwise:
 - 2.1.1. Business Days: Monday to Friday, excluding any national or Bank holidays in the UK;
 - 2.1.2. Business Hours: 9.30am to 5:00pm on Business Days;
 - 2.1.3. Catering: food and drink provided by an operator which we may appoint at Our discretion;
 - 2.1.4. Common Parts: the entrance hall, reception, stairs, lift, corridors, break-out spaces, lounge, kitchen, other tea and coffee points, and any other common areas within the Premises;
 - 2.1.5. Co-working Memberships: Drop-in, Individual or Company Memberships;
 - 2.1.6. Earliest End Date: the earliest date at which a Member Agreement may terminate;
 - 2.1.7. Guest: any visitors or guests of Members;
 - 2.1.8. House Rules: the rules for use of any of our Premises, which We may amend from time to time;
 - 2.1.9. Lead Team Member: in respect of Company Memberships, the on-site Member who is designated as Your contact person;

2.1.10. License Period: the period as set out in paragraph 13.1;

2.1.11. Member Agreement: the member agreement between You and Us relating to Your Membership, of which these terms form part;

2.1.12. Member Fees: the fees set out in Your Member Agreement including any other charges incurred in relation to Your Membership and use of the Premises;

2.1.13. Members' Portal: the software application for Members to access the Services;

2.1.14. Membership: Your membership type;

2.1.15. Minimum Security Deposit: aggregate of one months' worth of Member Fees and any VAT that may be payable on such sum from time to time;

2.1.16. Opening Hours: means 8am to 10pm, 7 days a week, every day of the year save for UK public holidays or where access is impacted by reasons outside of Our control;

2.1.17. Premises: the site where Your Membership is located;

2.1.18. Security Deposit: the aggregate of one months' worth of Member Fees and any VAT that may be payable on such sum from time to time provided that at no time shall the such amount be less than Minimum Security Deposit;

2.1.19. Services: the services provided to Members as set out in paragraph 4;

2.1.20. Site Manger: the person designated by Us to be Your contact person for the purposes of Your Membership;

2.1.21. Start Date: the date of Your Membership commences;

2.1.22. Terms: these terms and conditions;

2.1.23. VAT: value added tax (or any equivalent tax) chargeable in the UK or elsewhere;

2.1.24. Workspace: the shared workspace, fixed desk or private office, as applicable, at the Premises which You use for Your Membership;

2.1.25. "You" or "Member": the entity or individual registering for any Membership and agreeing to be bound by these Terms, and "Your" and "Member's" or "Members'" shall be interpreted accordingly.

2.2. The paragraph headings contained in these Terms are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms.

3. TERMS AND CONDITIONS

3.1. Subject to the provisions contained herein, these terms and conditions:

3.1.1. grant You a license to use the Workspace for the purpose of Your Membership for the License Period together with the right to use the Common Parts of the Premises together with Us, other Members and their Guests, visitors, guests, sub-contractors, licensees and other users of the Premises;

3.1.2. apply to Your use of the Premises; and

3.1.3. set out Your obligations in respect of the use of the Premises.

3.2. If You are entering into these terms on behalf of an entity (corporate, company or otherwise), You represent and warrant that You have all necessary rights, authority and consent to bind such entity under these terms. If more than one Member is registered on Your account on the Members' Portal or under Your Membership, You are responsible for all such Members.

4. SERVICES

4.1. Subject to Your compliance with these terms, We will provide You with the following Services during Opening Hours:

4.1.1. use of the Premises and / or Workspace; and

4.1.2. use or access to the Services.

4.2. Access to these Services is not unlimited or exclusive, and the Services can be amended at any time.

4.3. The Services comprise;

4.3.1. Membership to the Unit Base One membership community, including access to digital environments which may include online discussion, email newsletters and invite-only events in person;

4.3.2. Non-exclusive use of any Common Parts;

4.3.3. Non-exclusive use of the shared internet connection (subject to paragraph 9);

4.3.4. Non-exclusive use of meeting rooms, subject to availability and booking;

4.3.5. Non-exclusive use of social spaces, kitchen facilities;

5. ADDITIONAL SERVICES

Additional services may be available to Members upon request ("Additional Services") and are subject to additional fees which We may amend from time to time. These may vary as specified for each Membership, as advertised on Our website and as set out in our House Rules.

6. OPENING HOURS

- 6.1. The Premises will be staffed during Business Hours (unless otherwise notified).
- 6.2. For Members, access to the Premises is available during Opening Hours.
- 6.3. We reserve the right to shorten or amend Business Hours at any time. In the event that We make any such changes We shall give You as much notice as possible. There may be circumstances, which are outside of our control, where We cannot give You advance notice of such changes.
- 6.4. Membership hours shall not roll over to the next month if not used.

7. MEMBER FEES

- 7.1. You will pay the Member Fees in respect of Your Membership.
- 7.2. Member Fees cover all the Services set out in paragraph 4 and are inclusive of maintenance and cleaning of the Common Parts; and Guest services; and waste disposal.
- 7.3. All Member Fees and other charges are exclusive of VAT unless expressly stated otherwise.
- 7.4. Member Fees are payable:
 - 7.4.1. for Annual Memberships, in full;
 - 7.4.2. for Monthly Memberships, monthly, in advance of Your Membership Start Date and in advance of each month by BACS bank transfer, unless otherwise agreed.
- 7.5. The Member Fees cover the Memberships only for You and any other Members listed under Your account.
- 7.6. You are responsible for ensuring that invoices relating to You are settled by BACS when due, unless otherwise agreed in writing.
- 7.7. Invoices will be issued:
 - 7.7.1. for Annual Memberships, prior to Your Membership Start Date;
 - 7.7.2. for monthly memberships on the first calendar day of each month in advance.

All Member Fees which are due to be paid must be paid to Us, in full and cleared funds, within 14 days of each invoice date and before the start of Your Membership Start Date and following months.

- 7.8. If You fail to pay Your Member Fees within 14 days following the due date We reserve the right at Our absolute discretion and with immediate effect to suspend Your access to the Premises, or suspend Your Membership until the arrears are paid, or terminate Your Membership. In the event of termination where any

such sums remain outstanding, We are entitled to keep any Security Deposit (if relevant) in accordance with paragraph 13.10.

7.9. We further reserve the right to pursue any and all remedies available under applicable law, including reporting You to applicable credit reporting agencies, in the event of any unpaid invoices hereunder.

7.10. If payment via credit or debit card fails on more than two occasions, We may require You to pay a non-refundable administrative fee of £50 plus VAT.

7.11. All late payments shall bear interest at 8% per annum plus Bank of England Base Rate, such interest being calculated from the due date until payment. This is in addition to an administration charge per outstanding invoice of £40 for debts under £1,000, £70 for debts under £10,000 and £100 for debt over £10,000.

7.12. We reserve the right to amend from time to time Member Fees, annual increases of 5% will apply to all Membership Fees.

8. SECURITY DEPOSIT

8.1. We have the right to charge VAT at the current rate on the Security Deposit.

8.2. We can keep any Security Deposit (if applicable) if before the Start Date You decide not to proceed or cancel Your Membership.

8.3. You shall pay Us such sum or sums as shall be necessary to ensure that the Security Deposit is not less than the Minimum Security Deposit within ten Business Days after each of the following:

8.3.1. the date of every occasion upon which We notify You that We have made a withdrawal from the Security Deposit;

8.3.2. the date upon which there is any increase in Your Member Fees; and

8.3.3. the rate of VAT applicable to Your Member Fees increasing.

9. CONDITIONS OF USE

9.1. You will pay the Member Fees and any other charges on the due dates and perform all of the obligations contained in these terms and conditions.

9.2. You must not carry on any activity or business on the Premises which is dangerous, offensive, noxious, illegal, immoral, or which may become a nuisance, annoyance or inconvenience to Us or other Members or users of the Premises or any neighboring premises.

9.3. You will not alter or install any wiring, IT or telecommunications connections in the Premises without Our prior written consent.

- 9.4. You will maintain the Workspace in its existing condition and notify Us immediately should any damage occur. You will be responsible for any damage that You and/or Your Members or Guests cause to any such Workspace.
- 9.5. You will use the Workspace in a way that has due regard to the rights and interests of other Members and users, including but not limited to: noise levels, the amount of space You are utilizing, and Your use of the wireless connection.
- 9.6. You will not do anything which might invalidate any insurance policy covering any part of the Premises or the building in which the Premises are located or which might increase the premium in respect of such insurance.
- 9.7. You are entirely responsible for the safety and security of Your property and possessions while using the Premises. All such items must be removed when You are not present, except for property locked in your Workspace. We accept no responsibility for any loss or damage to Members' or Guests' property while using the Premises whether caused by negligence or otherwise.
- 9.8. You should maintain insurance for Your personal property. Such items are not covered under Our insurances.
- 9.9. You must not allow Your door access to be used by anyone else and You must not "tailgate" someone else when entering or leaving the Premises or allow anyone to "tailgate" You.
- 9.10. You will not make copies of any keys or other means of entry to the Premises or lend, share or transfer any keys or member portal access to any third party.
- 9.11. You will not use the name "Unit Base One" or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without Our prior written consent.
- 9.12. You can use the address of any Premises as a registered address for Yourself, Your company(ies) or any associated companies, please notify Us if this is the case.
- 9.13. You will not take or copy information belonging to other Members or their Guests.
- 9.14. You are responsible for the acts and conduct of all Members registered under Your Membership and Your Guests. It is Your responsibility to ensure that all such persons are aware of the obligations within these terms and conditions and the relevant House Rules. Any breach of these terms and conditions by Your Guest will be treated as if You have breached these terms.
- 9.15. You must not make any alteration or addition to the Workspace without Our prior written consent.
- 9.16. All alterations to glass and walls must be approved by Your Site Manager in writing in advance, excluding the installation of pictures on walls.
- 9.17. All alterations to any part of the Workspace or Premises must be removed at Your cost to Our satisfaction in accordance with paragraph 13.9 at expiry of Your Membership for whatsoever reason.

9.18. You must notify Your Site Manager of any Guests at the Premises and it is at Our discretion as to whether to grant them access to the Premises. We may refuse entry to anybody at any time, and We do not have to provide a reason for doing so.

10. MEMBER OBLIGATIONS

10.1. You must keep the Workspace clean, tidy and clear of rubbish.

10.2. You must take good care of the Workspace and any furniture, fixtures and fittings therein.

10.3. You must use the Workspace only for the purposes of Your business or personal needs.

10.4. You are responsible for the security of the Workspace. You must ensure that doors are kept locked and access to the Workspace and Premises is kept secure when You leave.

11. DISCLAIMER AND LIMITATION OF LIABILITY

11.1. We do not guarantee uninterrupted access to the internet and phones at the Premises. We shall not be liable for any losses suffered by You, or any of Your Members or Guests as a result of any disruption in service, or any other issues, with the internet connection We provide or any phone connections, use of printers or copiers or any other software or hardware provided at any of the Premises; nor shall We be liable for any losses suffered by You or any of Your Members or Guests as a result of the closure of any of the Premises at any time or refusal of entry at any time.

11.2. Other than in respect of death or personal injury caused by our negligence, We shall not be liable for the death of, or injury to You or Your Members, employees, or Guests or for damage to any property of Yours or theirs or for any losses or damages or other liability incurred by You or them in the exercise or purported exercise of the rights granted by these terms and conditions.

11.3. We cannot accept liability for: (a) any loss of business; (b) loss of use or corruption of software, data or information; (c) loss or profits; (d) loss of or damage to goodwill (e) indirect or consequential loss by reason of interruption of or failure to provide Our Services at any time.

11.4. Notwithstanding paragraph 11.3 and subject to paragraph 11.2, Our total liability to You, whether in contract, tort (including negligence) for breach of statutory duty or otherwise, arising under or in connection with these terms and conditions shall be limited to the Membership Fees paid by You in the 12 months preceding such breach.

12. INDEMNITY

You shall indemnify Us in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses incurred by Us as a result of or in connection with any claim brought against Us by anybody as a result of any action, or omission to act by You, any of Your Members or any of Your Guests.

13. TERMINATION

13.1. Your Membership shall start on the Start Date and end (subject to paragraph 14.2) upon You giving Us notice in accordance with Your Membership, as set out in this paragraph 13, unless otherwise agreed with Us in writing (the "License Period").

13.2. Subject to paragraph 14.2, Drop-In Members can cancel their Membership with immediate effect. Drop-In Members will have access to the Premises until the end of the month for which such Member has paid in advance.

13.3. Individual Memberships will end on the last calendar day of the month after the month in which notice is given. This means if You wish to end Your Membership, Your notice period will be the current month in which notice is given plus the next month. So if You serve a notice to end Your Membership part way through a month, Your Membership will continue for the rest of that month and the next month following. For example, if you serve notice on 2nd April, you will complete the month of April and the full month of May, making your final day of membership 31st May.

13.4. Company Members can cancel their Membership:

13.4.1. on one month's notice in the first three months of their Membership. The Membership will end on the last calendar day of the month after the month in which notice is given. This means that if for example you serve notice on 2nd April, you will complete the month of April and the full month of May making the final day of Your Membership 31st May.

13.4.2. on three months' notice after three months of Membership. The Membership will end on the last calendar day of the month three months' after the month in which notice is given. This means that if for example you serve notice on 2nd April, you will complete the month of April and the full month of May, June and July making the final day of Your Membership 31st July.

13.4.3. Members can cancel their Membership by giving notice to end their Membership not earlier than the Earliest End Date.

13.4.4. For Company Members who wish to end their Membership after the Earliest End Date, If Your Member Agreement is:

(i) longer than three months, your Membership cannot expire earlier than the last calendar day of the month three months after the month in which notice is given; or

(i) shorter than three months, the last calendar day of the month after the month in which notice is given.

This means that if for example your Start Date is 2nd April:

(a) you may not give notice to end Your Membership earlier than 2nd April;

(b) if you give notice to terminate Your Membership on 2nd April, you will complete the month of April and the full months of May, June, and July, making your final day of membership July 31st.

13.5. Annual Memberships may not be terminated earlier than 12 months from the Membership Start Date.

13.6. If Your Start Date is mid-month Your first month will be pro-rated.

13.7. We shall be entitled to terminate Your Membership immediately by written notice (i) in the event You are in breach of any of Your obligations under these terms and conditions or (ii) otherwise at any time upon the expiry of 2 (two) full month's written notice to You.

13.8. Termination of Your Membership shall not affect the rights of either party in connection with any breach of any obligation under these terms and conditions which existed prior to the date of termination.

13.9. Following termination of Your Membership, We will be entitled to dispose of Your property remaining at the Premises and charge You the disposal cost without any obligation to You to store such property. We shall not be liable to You by reason of the disposal and You shall indemnify us in respect of any claim made by a third party. Following termination of Your Membership We will not forward or hold any mail.

13.10. At expiry or termination of Your Membership, You must leave the Workspace clean and tidy. All alterations must be removed, and the Workspace reinstated to Our satisfaction to the state of repair and decoration as at the start of Your Membership. You will be charged to replace any damaged fixtures, fittings or furniture in your Workspace.

13.11. The balance of any Security Deposit (if applicable) will be returned to You within 20 Business Days following termination of these terms and conditions subject to deduction by Us of any sums to settle any outstanding claims for breach by You or any amounts due by You to Us under these terms and conditions. If any sums are due to Us but are not known on the date of termination of these terms and conditions, then We may deduct an amount equal to a reasonable estimate made by Us of the sums due. When those sums have been quantified, if the known sums are less than the amount deducted, We shall pay the balance to you within 14 working days of those sums having been quantified. If the quantified sums are more than the amount deducted, You must pay the difference to Us on demand.

14. PAUSING

14.1. Drop-In and Individual members can pause their membership for one calendar month (taken as a whole) in a full calendar year provided notice is given in accordance with the notice provisions in paragraph 13.

14.2. Membership cannot be cancelled the month before or the month of Your paused membership.

14.3. Company members are unable to pause their memberships.

14.4. Annual Memberships may not pause their membership.

15. CHANGING YOUR MEMBERSHIP

Members may change their Membership provided notice is given in accordance with the notice provisions in paragraph 13.

16. MISCELLANEOUS

16.1. We are entitled but not obliged to use any Security Deposit (if relevant) at any time to settle claims for breach by You of these terms and conditions. In the event that We use some or all of Your Security Deposit to settle a claim against You, within 7 days of notice by Us to You, You will pay to Us (as Security Deposit) a sum equal to the amount of Security Deposit We have used to ensure that we continue to hold the full amount of the Security Deposit. Any failure to pay such amount to Us may result in Us suspending or terminating Your Membership.

16.2. We may require You to transfer from Your Workspace to alternative and equivalent space elsewhere in the Premises, in which case we shall provide as much notice as reasonably practicable and not less than one week's notice of such transfer.

16.3. These terms and conditions are personal to You. You cannot assign Your rights or obligations under these terms and conditions or share the benefits of these terms and conditions with anyone else.

17. OTHER TERMS AND CONDITIONS

17.1. You are responsible for maintaining the accuracy of the names of the Members. Changes to the individuals registered as Members must be notified to Us in writing by You with the full details of any new or departing Member and the effective date of any such change. Only those individuals registered as Members' shall be deemed to be "Members" and entitled to the benefits described in these terms and conditions. If the number of Members exceeds the number allocated in the Member Signup Form You shall be required to pay an additional fee. We reserve the right to limit the number of additional Members in connection with these terms and conditions.

17.2. It is Your responsibility to ensure You and Your employees are aware of the health and safety risks and take adequate care when in the Premises. Please see Our Health & Safety noticeboard for Our policies and fire evacuation documents to make sure You are aware of our health & safety procedures.

17.3. Notwithstanding anything in these terms and conditions to the contrary, You acknowledge that:

17.3.1. Your Membership grants You a license to occupy the Workspace as a licensee only and no relationship of landlord and tenant is created between You and Us by these terms and conditions;

17.3.2. We retain control, possession and management of the Premises and You have no right to exclude Us from the Premises;

17.3.3. The license to occupy the Workspace granted by these terms and conditions is personal to You and is not assignable and the rights granted to use the Premises may only be exercised by You, Your employees or permitted Guests;

17.3.4. These terms and conditions in no way shall be construed as to grant You or any Member any title, easement, lien, possession or related rights in Our business, the Premises or anything contained in the Premises;

17.3.5. These terms and conditions create no tenancy interest, leasehold estate, or other real property interest;

17.3.6. These terms and conditions shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture;

17.3.7. Neither party will in any way misrepresent the relationship between You and Us;

17.3.8. By becoming a Member, You understand and agree that You shall have a license to occupy the Workspace only for the License Period.

17.3.9. These terms and conditions are subject and subordinated to Our lease of the Premises and any supplemental documentation or other agreements.

18. BUSINESS RATES

18.1. The payment of all business rates for the Workspace is made by Us. You will need to let us know immediately should You receive any correspondence with regards to Your business rates or if Your liability for business rates or business rates relief changes.

18.2. We reserve the right to claim and keep Small Business Rates Relief to which You may be entitled in respect of Your occupation and use of the Workspace. On registration and at Our request, You will complete and sign the appropriate application and authority forms or letters so We can apply on Your behalf. You will be liable to pay Us the amount of the available relief lost if You fail to return to Us signed application forms within the required time.

18.3. Private Office members agree by signing our member terms to provide information and sign relevant documentation to allow Unit Base One to claim any relief on Business Rates (which at Unit Base One's risk is already reflected in your membership plan), within ten (10) working days of such request. Unit Base One have appointed Gerald Eve LLP Rating Payment Management Services to administer such information.

19. DATA PROTECTION

We process all personal data provided by You to Us in accordance with our privacy policy, a copy of which is available on request and can also be found on Our website.

20. GENERAL

20.1. If any provision of these terms and conditions is invalid or illegal then these terms and conditions will be treated as excluding the invalid or illegal provision.

20.2. These terms and conditions constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements. These terms and conditions may not be altered except as may be agreed by You and Us in writing or as permitted by these terms and conditions.

20.3. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in these terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these terms and conditions.

20.4. Any notice or other communication given under these terms and conditions shall be in writing and can be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the addresses given. A notice or other communication given under these terms and conditions may be given by e-mail but shall only be accepted when receipt is confirmed however service by email shall not apply to the service of legal proceedings.

20.5. We reserve the right to review and alter these terms and conditions at any time to reflect the changing needs of the business and to comply with new legislation.

20.6. A person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.

21. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or its subject matter or formation (including no contractual disputes or claims).