

# Terms & conditions

## Work.Life Resident

Licence Terms and Conditions

### AGREED TERMS

#### 1. Interpretation

1.1. These terms and conditions govern the rights and obligations which relate to any licenced office, and any other supplementary memberships or services which you may agree with Work.Life.

1.2 Licenced offices will be allocated memberships, as specified, allowing individuals to access the wider services and amenity space which Work.Life offer. These additional services may be offered or governed on a flexible basis, without prejudice to your occupation or operations of a licenced office.

1.3 This contract is entered into on the date stated in the Contract Details between Work.Life and the Licensee (each as defined below), together Work.Life and the Licensee are the parties, and each a party.

1.4. This contract is comprised of (i) the details completed on the sign-up form titled 'Work.Life Licence Agreement' (the "Contract Details"), and (ii) these terms and conditions ("Conditions"), and sets out the terms on which Your Licence Agreement will be managed by Work.Life (the "Contract").

1.5. If there is any conflict or ambiguity between the terms of the documents listed in clause 1.4, a term contained in the Contract Details shall have priority over one contained in these Conditions.

1.6. These Conditions apply to the Contract to the exclusion of any other terms (excluding, for the avoidance of doubt, the terms contained in the Contract Details) that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.7. The Contract applies to Your Licence Agreement, separate or additional memberships, and Your use of the wider Work.Life managed Premises and sets out Your rights and obligations in respect of the same.

1.8. Except where expressly stated otherwise, the definitions and expressions defined in the Contract Details and used in these Conditions have the same meaning

as defined in the Contract Details. The following definitions also apply in these Conditions:

**'Access Card'**: means the physical access card provided to Licensees and Members which grants the Licensee and Member access to the Premises, Work.Life Locations and, in respect of a Licensee, their private Office Space;

**'Additional Services'**: such additional services provided by Work.Life and specifically requested by a Licensee or Member, as more specifically described in clause 3;

**'Building Team'**: the members of Work.Life personnel designated by Us to be Your contact person for the purposes of managing Your home building, day to day matters relating to Your Office Space and Membership, and dealing with any requests, issues or concerns;

**'Business Day'**: means the day(s) on which Work.Life are available to provide (i) any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being Monday to Friday, excluding any public holidays in England;

**'Category'**: means Your Licence category as confirmed in the Contract Details;

**'Charges'**: means the Licence Fees or separate or additional Member Fees, desk fees, set-up fees, meeting room charges, printing and copying charges, penalty charges, and any further additional charges, expenses and costs, as set out in the Contract or as agreed in writing between the parties from time to time;

**'Condition Report'**: the assessment of the contents ('Inventory') and conditions of the Office Space as at the point of a relevant inventory assessment, as set out in Clause 2.5;

**'Commencement Date'**: means the commencement date of this Contract, being the date of (and as stated in) the Contract Details.

**'Consumer Price Index'**: the Consumer Prices Index (CPI) (all items) (United Kingdom), being one of the consumer price indices used as the domestic measure of inflation in the UK, published by the Office for National Statistics or, in the event that the Consumer Price Index is no longer published, an equivalent index;

**‘Contract End Date’:** shall be the date identified as such in the Licence Agreement or Contract Details, being the earliest date in which this Contract shall terminate, unless it is properly terminated in accordance with clause 18;

**‘Contract Year’:** each 12-month period starting on the Commencement Date or an anniversary of it;

**‘Customer’:** means the contracting entity named in the Who’s Who section of the Contract Details who has purchased our Services, and any reference to You, or Your shall be construed as being a reference to the Customer;

**‘Early Exit Agreement’:** means the agreed form of an early exit agreement required where You terminate this Contract under clause 18.4, as provided to You by Work.Life prior to the parties entering into this Contract;

**‘Guest’:** shall mean any person who is not a Licensee or Member and is invited by a Licensee or Member onto the Premises;

**‘Group’:** in relation to a company, that company, any subsidiary or holding company of that company from time to time;

**‘Initial Period’:** the period of one month, commencing on the Start Date;

**‘Licensee’:** means the contractual licence holder and exclusive occupier of an Office Space, and the responsible party for them and their members adhere to these terms.

**‘Licence fee’:** means as described in the Contract Details in relation to your Office Space which will be billable alongside any additional membership fees or additional services.

**‘Licensee Member’:** a Member of the Licensee which has been allocated an Access Card to, and a workstation at, the Premises on behalf of the Licensee;

**‘Member’:** means customers who are not a Licensee, but who are entitled to use Work.Life’s wider membership services and have been allocated an access card as such.

**‘Member Fees’:** the fees payable by customers for the delivery of additional Services, as set out in the Membership Details section of the Contract Details and separate to the offices licence fees, or in respect of any Extended Term, unless

agreed otherwise in writing by Work.Life, as set out in Work.Life's current price list at the time of renewal of any Initial Term or Extended Term;

**'Member List'**: means the list of Licensees and Members who have been allocated an Access Card, as found on the Portal;

**'Membership'**: Your right to use the additional membership services in the Premises outside of your Office Space, subject to and in accordance with this Contract.

**'Office Space'**: means the distinct and separately occupied private office space which your Licence Agreement specified, of which you are granted exclusive occupation and for which you are granted a key or card;

**'Opening Hours'**: means the hours which the Premises and the Office Space are available for use by Members, being 24 hours a day, 7 days a week, every day of the year;

**'Portal'**: means the online platform owned by Work.Life and made available to Licensees or Members at [app.work.life](http://app.work.life), in order to manage their Membership and receive updates and notifications from Work.Life;

**'Premises'**: shall be the Work.Life location as specified in the Who's Who section of the Contract Details, in which the Office Space is based, and for the purposes of this Contract, includes the Office Space;

**'Regular Business Hours'**: means the hours on the Business Days on which Work.Life are available to (i) provide any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being 8.30am to 5.30pm Monday to Thursday and 8.30am to 5pm Friday;

**'Security Deposit'**: the deposit amount payable prior to the Start Date, as set out in the Licence Agreement or Contract Details;

**'Services'**: the services We provide to Licensees or Members as specified in clause 3.2;

**'Start Date'**: the date on which your licence in relation to the Office Space begins and is available for your occupation. In some cases where outside of Work.Life's control, such as delayed building works, this date cannot be guaranteed, a later date may be agreed by both parties;

**'Work.Life'**: means the specified contracting Work.Life entity and supplier of the Services, as stated in the Who's Who section of the Contract Details, and any reference to Us, or We, shall be construed as being a reference to Work.Life; and

**'Work.Life Location'**: any Work.Life coworking space, location, property, or premises, that is available for hire under a Work.Life licence agreement or membership and in which members can use the Work.Life services but, for the purposes of these Conditions, specifically excludes the Premises.

## 2. The Office Space

2.1 Your Licence Agreement grants you the exclusive right to occupy the Office Space, as specified on your contract, for the term which has been agreed on a licence basis. You acknowledge that no security of tenure is created and this is not a lease.

2.2 Your right to occupy the Office Space is reliant on the payment of the Licence Fee, and adherence to our terms and conditions to which you agree.

2.3 You will be granted a number of access cards for your office as agreed, and will have control over the individual allocation of these cards, subject to limitations outlined in these terms.

2.4 You are entitled to exclude all non-Work.Life appointed personnel from your office, however, to provide the services offered by Work.Life, Work.Life access is required to provide such services such as Cleaning, Maintenance, IT services and Health and Safety reviews. You acknowledge that this access is essential and must not be unreasonably barred. We shall endeavour to keep these services out of office hours where at all possible.

## 3. The Services

3.1. In addition to exclusive occupation of your Office Space, Work.Life provides a high level of services and subject to Your compliance with this Contract, We will use all reasonable endeavours to provide the Services (as more particularly set out in clause 3.2 below) and any Additional Services (in accordance with clause 3.3) during the Opening Hours, in accordance with this Contract in all material respects.

3.2. The Services provided by Us will include:

3.2.1. Access to, and use of, the wider Premises and amenities in addition to your office, subject where applicable to any additional charges beyond the Licence Fee as set out in this Contract;

3.2.2. Use of or access to:

- i. any break-out and communal areas, phone booths, private booths within the Premises;*
- ii. the shared internet connection (subject to clause 14.2 and 16.1);*
- iii. meeting rooms in accordance with clause 8, subject to availability;*
- iv. printers/copiers/scanners, subject to clause 9;*
- v. the communal postal service under which We will receive mail and deliveries for You during Regular Business Hours;*
- vi. exclusive Work.Life events, promotions and benefits;*
- vii. refreshments that are available during Regular Business Hours (subject to availability);*
- viii. Work.Life Locations (strictly subject to clause 7.12); and*
- ix. administrative credits and discounts, as set out in this Contract, (together the "Services").*

3.3. In delivering the Services (and any Additional Services) to You, We shall:

3.3.1. deliver the Services with reasonable care and skill;

3.3.2. use Our reasonable endeavours to meet any performance dates agreed in writing between the parties, but any such dates shall be estimates only and time for performance by Us shall not be of the essence of this Contract;

3.3.3. comply with all applicable laws, statutes, regulations, and codes, from time to time in force;

3.3.4. use Our reasonable endeavours to observe all reasonable health and safety rules and regulations, and security requirements that apply to the Premises, or any Work.Life Location; and;

3.3.5 use Our reasonable endeavours to take reasonable care of Your property in Our possession, and (on reasonable notice) make the same available for collection by You, provided at all times that if You fail to collect such property, We may deal with it in any manner we see fit, in compliance with this Contract.

3.4. All Services (including any Additional Services) are provided to You on a non-exclusive basis.

## 4. Additional Services

4.1. The following additional services are available to all Members upon request, and subject to any additional charges in accordance with clause 4.2 below:

*i. VOIP Telephones;*

*ii. Meeting room hours, which can be booked through the Portal;*

*iii. Printing credits, which can be booked through the Portal;*

*iv. Additional IT such as dedicated bandwidth, private firewall configurations, rack space, private static public IP addresses, IT support, antivirus software, business-grade VPN solutions and other bespoke packages: All Work.Life sites have at least a 1Gb fibre bearer installed with 50Mbps (Upload & Download) (subject to Clause 16.1) provided to members in a shared bandwidth capacity. Subject to availability, additional bandwidth can be provided by way of an upgrade which would provide 100Mbps upload and download speeds to upgraded members on a shared bandwidth basis (as above, subject to Clause 16.1). All Additional IT services, including bandwidth upgrades, are available upon request and subject to availability, compatibility, and Work.Life's standard service rates;*

*v. Licensees are entitled to use the office and Premises address as Your formal registered office address filed with and confirmed to Companies House ("**Registered Business Address**") in accordance with clause 4.4 below ("**Registered Business Address Service**");*

*vi. Storage lockers;*

*vii. Catering;*

*viii. Additional cleaning services, including but not limited to, upholstery cleaning, IT equipment cleaning, deep office cleans, and the disposal of specialised waste (such as electronics or bulky items), are available upon request and subject to availability. These additional cleaning services can be arranged through your Building Team and will be charged in accordance with Work.Life's standard service rates; and*

*ix. Facilities and maintenance services, including access to Work.Life's approved contractors and handypeople for any repairs, small works, or office modifications, are available upon request and subject to approval. All such works must be carried out by, or coordinated through, Work.Life to ensure compliance with building regulations, health and safety standards, and insurance requirements. External contractors are not permitted to carry out work on the Premises without prior written consent from Work.Life. (Together the "Additional Services")*

4.2. Any Additional Services requested by the Licensees or Members will be provided by Work.Life at an additional cost and subject to Work.Life's standard service rates and charges from time to time, as confirmed to You by Your Building Team.

4.3. If extra or additional services, including any Additional Services, are provided by a trusted partner of Work.Life (or a third-party service provider recommended by Work.Life), Work.Life will not be liable for, and does not accept responsibility for the

management of, those additional services. Furthermore, it is reiterated that the Customer are solely responsible for any dilapidation costs incurred in order to return the Office Space to the same condition as when it was initially occupied (as determined by the relevant Condition Report), the parties agree that Work.Life is entitled to deduct such costs from the Security Deposit.

4.4 Registered Business Address Service: In accordance with clause 4.1(v) above, the use of our Registered Business Address Service is available to Licensees or Members upon written request. In the event You request the use of our Registered Business Address Service, You agree and acknowledge that:

- i. You are responsible for providing all necessary documentation required by Work.Life to activate and maintain this Registered Business Address Service, and for ensuring compliance with all applicable anti-money laundering (AML) regulations.
- ii. Work.Life reserves the right to suspend or withdraw the Registered Business Address service and report unauthorised usage to Companies House if sufficient documentation is not provided, or where concerns regarding AML compliance arise.
- iii. in the event You cease using this Registered Business Address service, You must update your Registered Business Address with Companies House, remove the Premises address from company communications and material (including your website), in accordance with clause 18.9.7.

## 5. Members

5.1. Memberships and members are distinct from the office licence agreement or licensees, and such terms govern the additional services, including access to the communal spaces and amenity spaces offered by Work.Life.

5.2 Each Member will be provided with an Access Card specifically allocated to that Member.

5.3. Each Member will be added by the Licensee (or where otherwise agreed by the Building Team) to the Members List as located on the Portal. You are responsible for ensuring that such Members List is up-to-date and accurate, where there are inaccuracies in the Members List, You should notify Your Building Team without delay.

5.4. Your Licence Agreement or Membership will entitle you to receive a specified number of Access Cards, as set out in the Contract Details, which will be allocated to the individual Members.

5.5. You will be required to pay a non-refundable and non-transferable set-up fee of £100+VAT per desk to cover the cost of admin set-up; IT, cards, keys, furniture, company logo and any other set-up items required.

5.6. For each new or additional Member (over the contracted number of Members as specified in the Contract Details, or as otherwise allocated and agreed by Work.Life in writing), You will be charged a fee of £50+VAT per Member per month until such time as the number of Members falls equal to or below the contracted number of Members as specified in the Contract Details. You shall be responsible for notifying Work.Life that such additional Members are no longer required, and until such notification is received in writing, Work.Life shall be entitled to continue charging the relevant fee in accordance with this clause. Such fee will be invoiced monthly alongside Your regular Licence or Member Fees and is separate and in addition to any Licence or Member Fees, or other fees, including any additional or extra desk(s) or Access Card fees.

5.7. Additional Access Cards can be purchased on an exceptional basis which will be agreed and determined by Work.Life at their sole discretion. There is an additional fee of £100 to purchase an additional Access Card.

5.8. You are responsible for managing the Members (and any Guests) usage of the Premises and Office Space. The maximum number of Members physically present at the Premises at any given time should not exceed the total amount of Members originally set up in the Contract, unless they will be using the meeting rooms previously booked for the relevant period. If You intend to have more Members than originally set in the Contract, You must contact the Building Team at least 24 hours in advance during Regular Business Hours. Any request for additional members is subject to Work.Life approval, and failure to comply with this clause 7 may result in additional fees.

5.9. At the sole discretion of the Building Team (taking into consideration health, safety and fire regulations) Work.Life will confirm if it is possible to accommodate additional members or Guests. On occasions where we are able to accommodate, additional Guests or team members will be allowed to use our hotdesking area. You will be charged a full day charge for hotdesking usage per Guest (or other additional member) at Work.Life standard rates established for that specific hotdesking area within the Premises.

5.10. Any changes to 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 set out on the Members List shall be deemed to be "Members" and entitled to the benefits described in these Conditions. If the number of Members exceeds the number allocated in the Contract Details You will be required to pay an additional fee (in reference to Clause 5.6.)

5.11. We reserve the right to limit the number of Members at any time, but such limit shall not have the effect of reducing the access to your office, number of Members or desk space agreed in the Contract Details unless otherwise agreed between the parties in writing.

4.11 For the avoidance of doubt, any specified maximum number of Members as set out in the Contract Details, will exclude the Customer who will not be counted for the purposes of the number of Members.

## 6. The Portal

6.1. All Licensees and Members will have access to the Portal to facilitate the Services being provided by Work.Life.

6.2. The Portal will allow each Licensee and Member to:

*i. use, and purchase additional, credits;*

*ii. book meeting rooms;*

*iii. access the dashboard containing details of Your Membership and notifications and announcements from Work.Life;*

*iv. receive messages from Work.Life;*

*v. access the helpdesk; and*

*vi. billing details (including how payment should be taken by Work.Life).*

6.3. In addition to the above, the Portal will allow Licensees and Members to access the invoices, and the Members List but all other Members will have no access to this information.

6.4. Work.Life will use the Portal to notify Members of any issues affecting the Office Space and the Premises, and provide any relevant notices or policies (including those referred to in this Contract) to You.

6.5. The Portal is a third-party platform managed by Work.Life's suppliers and contains an independent terms of use policy which all Licensees and Members must adhere to at all times. Please ensure You and Your Members review and understand such terms of use policies.

6.6. In relation to the Portal, the Customer confirms that it shall not, and shall use its best endeavours to ensure that the Members will not:

6.6.1. breach the Portal's terms of use policy, as available on the Portal and updated from time to time;

6.6.2. access, store, distribute, introduce or transmit any viruses, or any material during the course of its use of the Portal that are:

*i. detrimental or damaging to the functioning or performance of the Portal;*

*ii. unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, discriminatory or offensive;*

*iii. facilitates illegal activity or promotes unlawful violence;*

6.6.3. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal; or

6.6.4. allow any unauthorised access to, or use of, the Portal and, in the event of any such unauthorised access or use, promptly notify Work.Life.

6.7. Work.Life reserves the right, without liability or prejudice to its other rights to You, to disable Your access to the Portal in the event that any Member breaches the provisions of this clause 6, or the Portal's terms of use policy. This will have no impact on your ability to access your Office Space.

## 7. Premises and Office Space

7.1. During the term of this Contract, You will have access to and use of the Premises in addition to the Office Space.

7.2. Prior to the Start Date, Work.Life will complete an Inventory of the Office Space and any fixtures, fittings and furniture provided (the "Condition Report").

7.2.1 You may attend the inspection or nominate a representative. If you do not attend, Work.Life's Condition Report will apply.

7.2.2 A copy of the Condition Report will be shared with you via the Portal or by email. If you do not notify Work.Life in writing of any discrepancies within 2 Business Days, the Condition Report will be deemed accepted.

7.3 On termination or expiry of this Contract, the Office Space will be checked against the Condition Report and any reasonable costs of cleaning, repair or reinstatement to restore the Office Space (and any relevant areas of the Premises) to its original condition, subject to any reasonable wear and tear, may be deducted from the Security Deposit in accordance with clause 12.

7.4. Each Access Card will grant the allocated Member access to the Premises, Your Office Space and (where prior consent has been granted by Your Building Team and permissions enabled on such Access Card) access to other Work.Life Locations in accordance with clause 7.11.

7.5. We reserve the right to substitute equivalent size of Office Space elsewhere within the Premises where We are reasonably required to do so subject to agreement with You and not less than four weeks written notice. In such cases, you will be provided with a space of equal or greater size to your licenced Office Space and will be given options to consider.

7.6. The Premises will be available to Members at all times during the Opening Hours, however will only be staffed by Work.Life during the Regular Business Hours. Your Office Space is unaffected by opening hours and regular business hours.

7.7. Your Office Space will comprise of the spaces, features and desk allocations as specified in the Contract Details. You acknowledge that the number of available desks across the building are managed by Work.Life to ensure compliance with fire regulations and any increases in the number of desks must be approved by Work.Life and may be subject to consultation and a charge.

7.8. We reserve the right to shorten or amend the Regular Business Hours at any time. In the event that We are required to make any such amendments, We will use Our reasonable endeavours to give You as much notice as possible. There may however be circumstances, which are outside of Our control, where We cannot give You advance notice of such changes.

7.9. You cannot change the Premises, or physically alter the Office Space, without Our prior written consent (not to be unreasonably withheld or delayed). A change of

Premises to a different Work.Life Location, during the term of this Contract may incur additional Member Fees, other set-up fees, and any other reasonable administrative charges.

7.10. You may use any break-out and communal areas, phone booths or private booths within the Premises, subject to our membership conditions.

7.11. You are entitled to access and use Work.Life Locations only with the prior written consent of the Building Team, such consent shall be requested by You no less than 24 hours prior to Your intended access, in order to enable the Building Team to confirm availability at such Work.Life Location.

## 8. Meeting Rooms

8.1. You are entitled to use the meeting rooms located at the Premises, where available from time to time and subject to any inclusions specified in the Contract Details. Such meeting room use will be charged in accordance with Our current price lists, and Licensees will receive a 25% discount on all such meeting rooms payments.

8.2. All current charges, availability and bookings for meeting rooms can be found on the Portal.

8.3. In order to keep Our meeting rooms as available as possible for all of Our members:

8.3.1. You must arrive on time for all meeting room bookings;

8.3.2. if You do not arrive within 15 minutes of the start time of Your booking, We will move Your booking to an 'unattended meeting room booking';

8.3.3. credit used for any unattended meeting room bookings will not be refunded and a £25+VAT charge will be additionally applied;

8.3.4. if You have no available credit, You will be charged at Our standard hourly rate for any unattended meeting room bookings.

8.4. You are able to cancel meeting room bookings up 24 hours (and up to 48 hours for the boardroom) prior to the start of Your meeting without being charged. Cancellations made less than 24 hours in advance of Your meeting will result in the booking being classified as an 'unattended meeting room booking' and will be charged in accordance to Clause 8.3.3 and 8.3.4.

## 9. Printing and Copying

9.1. Licensees and Members have access to and use of the printers and copiers available at the Premises, subject to reasonable fair use and Work.Life's printing policy, as communicated via the Portal or Building Team. 9.2. Printing and copies will be charged in accordance with Our current price lists. These rates may be updated from time to time, and any changes will be communicated via the Portal or by Your Building Team.

## 10. Mail Handling Services

10.1. A mail handling service is available to Licensees, if You choose to use Our mail handling service:

10.1.1. You must collect Your post from the Premises during Regular Business Hours;

10.1.2. all post must be collected on a regular basis. We reserve the right to return to sender any post or parcels that are not collected within 1 month of receipt;

10.1.3. You must provide any additional information requested by Us;

10.1.4. We will not be able to commence provision of the mail handling service until all reasonable required information has been supplied to Us, to Our satisfaction;

10.1.5. We do not take responsibility for any lost items; and

10.1.6 We will not accept any item which exceeds 5kg in weight, 50cm in any dimension or 1 cubic foot in volume.

10.2. No warranties are given for the availability of Our staff to sign for or forward mail delivered to the Premises outside Regular Business Hours.

## 11. Guests

11.1. You will be entitled to invite Guests to the Premises provided, and based on your undertaking that:

11.1.1. You will be present with such Guest at all reasonable times during their visit in areas outside of your Office Space;

11.1.2. the Guest leaves the Premises with You and, for the avoidance of doubt, at the same time as You;

11.1.3. You will be responsible for the actions of Your Guests at all times;

11.1.4. You will be responsible for ensuring that Your guests are aware of and agree to be bound by these Conditions;

11.1.5. any breach of these Conditions by a Guest will be treated as if You have committed such breach;

11.1.6. Your Guests will sign in and out at the front desk every time they enter and leave the Premises. Your Guests will be issued Guest access pass which must be returned to Us before leaving. You will be responsible for ensuring the pass is returned to Us on the same day and will be charged for any unreturned Guest passes in line with Work.Life's standard replacement fee;

11.1.7. You will notify Your Building Team of any Guests at the Premises no later than 12 hours prior to such Guests attendance at the Premises; and

11.1.8. You and Your Guests will comply with the most up to date version of Work.Life's Guest Policy, as made available by Work.Life, or on the Portal, from time to time.

11.2. Should guests breach the terms of this agreement, we reserve the right to review and limit their access to the wider building and amenities beyond an Office Space. Should a serious breach occur, and the safety of our staff or other members be at risk, we reserve the right to refuse access to the building following consultation with the licensee.

11.3. Guest access to the Premises or other Work.Life Location will be limited at all times (unless agreed otherwise in writing, by Your Building Team, only in exceptional circumstances and at their sole discretion) to a maximum of 2 hours per Business Day during Regular Business Hours.

11.4. Guests are entitled to use meeting rooms (subject at all times to booking and availability) but no other area of the Premises, unless expressly agreed with Us in writing.

11.5. Work.Life reserves the right to charge a full day charge for hotdesking usage per Guest, including applying such charges in the event Work.Life's Guest policy is not adhered to by the Customer, all Members, and the Guests. Work.Life's standard rates for that specific hotdesking area within the Premises from time to time will apply.

## 12. Security Deposit

12.1. Prior to the Start Date (in accordance with clause 13.4), and in order to commence provision of Our Services, You must pay to Us the Security Deposit specified in the Contract Details being (unless agreed otherwise in the Contract Details):

12.1.1. a sum equal to 2 months Licence Fees (plus any applicable VAT) for Category 1 Licensees; or

12.1.2. a sum equal to 3 months Licence Fees (plus any applicable VAT) for Category 2 Licensees.

12.2. The Security Deposit must be paid within 72 hours of the Commencement Date.

12.3. If you wish to terminate this Contract after the Commencement Date then Work.Life will be entitled to deduct all costs, expenses and charges (including Early Termination Charges) from the Security Deposit.

12.4. The Security Deposit is held by Work.Life to offset any costs, charges, or damages suffered or incurred by Work.Life for the duration, and following termination of, this Contract. We will hold Your Security Deposit for the duration of the term of this Contract, We will only use the Security Deposit to cover Our Charges, Early Termination Charges, losses and costs incurred in accordance with this Contract, including but not limited to costs and losses incurred by us in order to return the Office Space to its original marketable position (as determined by the Condition Report per Clause 7.2), and to recover our costs for removing the Office Space from (and returning it to) the market.

12.5. For the avoidance of doubt, the Security Deposit will not be considered as a line of credit. You acknowledge and agree that whilst we are able to utilise the Security Deposit to cover our Charges and costs in accordance with clause 12.4 above, You are not able to use the Security Deposit as a means to pay any Charges or rectify a suspension.

12.6. If any sums are due to Us but are unquantified on the date of termination of the Contract, then We may deduct an amount equal to a reasonable estimate made by Us of the sums due, and upon quantification of such sums, will return any remaining balance to You.

## 13. Charges and Payment

13.1. In consideration of the delivery and provision of the Services, You will pay the Charges in accordance with this clause 13.

13.2. The Charges, and any other payments payable in accordance with this Contract:

13.2.1. are payable monthly in advance, by Direct Debit on the first working day of each calendar month (unless agreed otherwise in writing);

13.2.2. notwithstanding clause 13.2.1 above, must be paid to Us in full and cleared funds, no later than within 14 days of the start of the relevant month (the “Payment Date”);

13.2.3. cover all Licence Fees and Services (and any agreed Additional Services to be provided) and are inclusive of maintenance and cleaning of the Premises; front desk and guest services; waste disposal; and printing stationery and consumables; and

13.2.4. are exclusive of VAT, which You shall additionally be liable to pay to Us at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

13.3. Prior to Your Start Date, You will complete, sign and provide Us with a Direct Debit mandate to Your bank or building society for payment of (as applicable) the Security Deposit, Charges and all other payments payable in accordance with this Contract.

13.4. The Security Deposit and the Charges in respect of the Initial Period, must be paid within 72 hours of the date of this Contract and no later than 72 hours prior to Your Start Date, whichever occurs first.

13.5. For the avoidance of doubt, the Security Deposit and the Charges in respect of the Initial Month may be paid by bank transfer to the bank account confirmed by Us, however, in the event a bank transfer is the initial method of payment used, the Direct Debit for ongoing Licence Fees or Member Fees will still be required to be completed and signed prior to the Start Date.

13.6. You are responsible for ensuring that invoices (for You or the Members) are settled by Direct Debit, unless otherwise agreed by Us in writing in accordance with clause 13.8. If payment is declined, You must immediately update Your payment method, to ensure any payments due are paid by the Payment Date.

13.7. If Your bank account, or the bank account details, change, it is Your responsibility to update Your payment method by notifying the Building Team of the change without delay and ensure the accuracy of such details at all times.

13.8. If You are unable to set up a Direct Debit with Us, You must agree an appropriate payment method with Work.Life’s Finance team, prior to Start Date, and undertake at all times to make payment via that method on the due date confirmed to You by Us.

13.9. If You are paying by BACS transfer, for each payment, You will be charged a £50+VAT administrative fee.

13.10. The Licence Fees or Member Fees cover the Membership only for You and Members listed on the Portal.

13.11. For the avoidance of doubt, all set-up fees (including new/ additional Member set-up, new/ additional desk set-up and Access Card allocation) are independent

and separately payable from one another and reflect the set-up of each aspect and the administrative and other charges associated with the same.

13.12. We are entitled to increase the Charges with effect from 1 January of each year in accordance with inflation to reflect increases in costs as indicated by the Consumer Price Index.

13.13. Notwithstanding clause 13.12, after the Contract End Date (or the end of any applicable Extended Term):

i. all Charges and fees (including the Licence Fees) noted in this Contract will be subject to a minimum increase of 10%, unless otherwise agreed in writing. Such increase shall occur automatically at the end of the Initial Term, or Extended Term;

ii. We reserve the right to adjust the Charges at any time in addition to or in excess of the minimum increase set out at clause 13.13(i). We will provide You with one month's prior notice of any such increase in the Charges; and

iii. We reserve the right, in the event of any change, revaluation, or adjustment to the business rates applicable to the Premises or the Office Space (including the removal or alteration of any reliefs or exemptions), Work.Life reserves the right to adjust the Licence Fee accordingly to reflect such change. Any adjustment shall take effect from the date the change in liability applies and will be notified to the Licensee in writing.

13.14. If You do not accept the change in the Charges, You will be entitled to terminate the relevant Contract in accordance with clause 18. For the avoidance of doubt, where no termination notice is received prior to the change in Charges, the change will automatically occur from the date confirmed to You in the notice given under clause 13.13.

13.15. If You fail to pay Your Licence Fee or any other payments owed to Us within 14 days following the Payment Date (or any other due date as confirmed in writing by Us), We may serve notice of our intention to suspend your access within the next 30 days if the payments are not made and arrears exceed one month's Licence Fee.

13.16. If payment via direct debit, credit or debit card fails on more than two occasions, We may require You to pay an additional administrative fee of £50+VAT in respect of each payment attempt thereafter.

13.17. All late payments (those over 14 days from the due date) 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 any debt collection administration charges per outstanding invoice as follows:

*i. £40 charge for debts under £1,000;*

*ii. £70 charge for debts under £10,000; and*

*iii. £100 charge for debts over £10,000.*

## 14. Rules and Regulations

14.1. In order to ensure that all of Our licensees and members can enjoy the Work.Life Locations, and the Premises, We require You, Licensees, Members and Guests to adhere to Our rules and regulations when using the Premises or any Work.Life Location. You shall, and shall ensure that all Members and Guests shall:

14.1.1. ensure prompt and full payment of all relevant and applicable Charges, and any other due payments on the Payment Date, or any other agreed due dates;

14.1.2. perform all of the obligations contained in these Conditions, or as notified to You in accordance with Our policies and procedures;

14.1.3. not carry out 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 any neighbouring premises;

14.1.4. not alter or install any wiring, IT or telecommunications connections without prior written consent from Us, such consent not to be unreasonably withheld or delayed;

14.1.5. maintain the Office Space in good condition (as at the Start Date) and notify Us immediately should any structural or deteriorating damage occur. You will be responsible for any damage that You and/or Your Members or Guests cause to any such Office Space;

14.1.6. use the Office Space in a way that regards the rights and interests of other Members, this includes but is not limited to; noise levels, the amount of space You are utilising, Your use of the wireless connection;

14.1.7. not do anything which might invalidate any insurance policy covering part of a building or which might increase the premium;

14.1.8. be entirely responsible for the safety of Your property and possessions while using the Premises and all such items must be removed when You are not present, except for property locked in Your Office Space or stored in the pre-paid lockers provided. Property left in the pre-paid lockers is still Your responsibility. We accept no responsibility for any loss or damage to Your Members' or any Guests' property while using the Premises whether caused by negligence or otherwise, excluding however, any loss or damage caused by Our wilful actions;

14.1.9. maintain insurance for Your personal property. For the avoidance of doubt, Your personal property is not covered under Our insurances;

14.1.10. not allow Your member card 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;

14.1.11. not make copies of any keys or other means of entry to the Premises or lend, share or transfer any keys or member card(s) to any third party. If You lose Your key or member card, We can arrange for a replacement at £10+VAT per member card or £20+VAT per key;

14.1.12. notify Your Building Team of any lost or stolen key or member card immediately, but no later than within 12 hours of such loss or theft;

14.1.13. not use the name “Work.Life” or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without Our prior written consent;

14.1.14. Should you wish to use any of Our addresses to register Yourself, Your company(ies) or any associated companies with Companies House You must inform Us in writing, and comply with the necessary compliance and regulatory obligation, acknowledging that there may be an additional charge to cover this work.

14.1.15. not take or copy information belonging to other Members or their Guests without their prior permission;

14.1.16. not bring pets or animals into the Premises without Our prior written consent, with the exception of guide/ hearing dogs, in accordance with Our pet policy (which can be found on the Portal). Any violation of Our pet policy, will result in an automatic ban on any future consent to bring pets or animals to the Premises;

14.1.17. at all times be responsible for the acts and conduct of members on the Members List and Your Guests. It is Your responsibility to ensure that members on the Members List are aware of the terms and conditions of this Contract;

14.1.18. comply with all Work.Life policies concerning the Premises, the Office Space, and the Portal as provided to You from time to time including the AUP (as defined in clause 14.5 below);

14.1.19. co-operate with Work.Life in all matters relating to the Services;

14.1.20. use reasonable endeavours to observe all health and safety and security requirements that apply at the Premises (or any Work.Life Location), that have been communicated to You. Our Health & Safety noticeboards contain Our policies and fire evacuation documents to enable You to ensure You are aware of Our health & safety procedures; and

14.1.21. comply with all applicable laws, statutes, regulations, and codes from time to time in force in respect of its use of the Services;

14.1.22 appoint at least one designated Fire Warden for Your Office Space and notifying Your Building Team of their details. In respect of the appointment of a Fire Warden:

- i. At least one Fire Warden should be present during Regular Business Hours whenever the Office Space is in use.
- ii. This requirement applies to all Licencees regardless of office size.
- iii. Your nominated Fire Warden(s) should be suitably trained and competent to support emergency procedures in line with applicable fire safety legislation.
- iv. While [Work.Life](#) may provide general information relating to building-wide procedures, We do not provide, recommend or assess Fire Warden training.
- v. You should ensure that any training or appointments comply with your legal responsibilities under relevant local regulations.
- vi. The Fire Warden will act as Your internal point of contact in the event of a fire or emergency, including coordinating evacuation for Members and Guests using the Office Space.
- vii. You remain solely responsible for compliance with all applicable health and safety obligations relating to Your team's use of the Premises, and Work.Life shall not be responsible for the actions or effectiveness of any Fire Warden appointed by You.

14.1.23 Members must attend any site induction/ training we require (including health and safety, fire, portal, building rules). Access may be limited until any requirements have been completed.

14.2. We reserve the right to deactivate any Access Card that has not been used for 3 months or more. Reactivation of such Access Card must be completed in person on the Premises with the Building Team.

14.3 Any individuals under the age of 18 ("**Minors**") are only permitted on the Premises under the direct supervision of a responsible adult at all times. Subject to clause 16.6, each Member acknowledges and agrees that Work.Life accepts no liability for any injury, loss, or damage incurred by or caused by Minors while on the Premises. The Member assumes full responsibility for the liability, safety, conduct, and supervision of all Minors they permit to enter the Office Space.

14.4. We have a bandwidth fair usage policy to ensure everyone has fast WiFi. In the event that excessive usage of bandwidth on a consistent basis is detected, We will contact You to propose a suitable solution. If You decide to decline the suggested solution and the excessive usage continues, We reserve the right to restrict Your access to the internet at Our discretion. An example of excessive resource usage would be someone using more than 5% of the available bandwidth over a period of 24 hours.

14.5. Acceptable Use Policy (“AUP”): Work.Life does not monitor or exercise control over the content of the information transmitted or stored by Our Members. You assume all responsibility for such information. The Service may only be used for lawful purposes according to the laws of England and Wales.

14.6. Sending bulk unsolicited email and violations of system or network security are prohibited. Activities which demonstrably incite denial-of-service attacks (for example the use of “bots” or “flaming” – general anti- social behaviour in online forums etc) are prohibited. Use of the Service for illegal sharing or distribution of software and other intellectual property is prohibited.

14.7. To ensure all Members get as much light as possible regardless of where offices are located, We prohibit frosting or any other covering of glass above 50cm over the privacy vinyl line on the office glass. All alterations to glass and walls in the office must be approved by Your Building Team in advance and any costs associated with these alterations will be paid for by You.

14.8. Failure to adhere to any of the rules and regulations in, or breach of, this clause 14, may, at Our sole discretion, result in:

14.8.1. suspension of Your Membership access until such breach is remedied;

14.8.2. loss of Your Security Deposit, in accordance with clause 12; and/or

14.8.3. termination of this Contract in accordance with clause 18.

14.9. If Work.Life’s performance of Our obligations under the Contract is prevented or delayed by any act or omission of You, the Members, Your Guests, or any other of Your agents, subcontractors, consultants or employees, Work.Life shall:

14.9.1. not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay;

14.9.2. be entitled to payment of the Charges despite any such prevention or delay; and

14.9.3. be entitled to recover any additional costs, charges or losses that Work.Life sustains or incurs that arise directly or indirectly from such prevention or delay.

14.10. Each party acknowledges and agrees to abide by and comply with all applicable anti-money laundering laws and regulations, including but not limited to the relevant laws and regulations, e.g, Bank Secrecy Act. Each party also agrees to promptly report any suspicious activity related to this agreement to the appropriate authorities, and to cooperate with regulatory authorities in connection with any investigations or inquiries, including providing relevant documentation upon request.

14.11 Work.Life is committed to maintaining a safe, respectful, inclusive and inspiring community for all members, guests, and staff. We expect behaviour aligned with our Code of Conduct and values. Any conduct by a member, or their Guests,

that is deemed inappropriate, abusive, discriminatory, harassing, or otherwise in breach of Work.Life's Code of Conduct (whether directed toward other members, guests, or Work.Life staff) may result in the immediate suspension or permanent revocation of access to the space, and termination of membership, at Work.Life's sole discretion.

14.12 Such conduct specified in clause 14.11, shall include, but is not limited to, behaviour that constitutes harassment, bullying, or intimidation, whether verbal, physical, or written.

14.13 In line with the Worker Protection (Amendment of Equality Act 2010) Act 2023, Work.Life takes all reasonable steps to prevent harassment of its employees in the workplace, including by third parties such as Our other members. Harassment of staff will be considered a material breach of this Contract and subject to the termination provisions at clause 18.5.1.

14.14 Work.Life reserves the right to take any necessary action to protect the wellbeing of its team and community and may report serious matters to the relevant authorities.

14.15 Work.Life reserves the right, acting reasonably, to refuse membership or access to any individual where it has a legitimate business interest in doing so, including (but not limited to) circumstances where that individual has previously been employed by, contracted with, or otherwise engaged with Work.Life in a manner that resulted in a material breakdown of trust, breach of duty, or conduct inconsistent with Work.Life's values or community standards. This right may be exercised pre-emptively, without disclosure of detailed reasons, where Work.Life considers that granting or continuing access could compromise the safety, wellbeing, or harmony of its member community or employees.

## 15. Licensee Member Obligations

15.1. In addition to Your adherence to Our rules and regulations as set out in clause 14, You will:

15.1.1. Maintain basic hygiene in your Office Space;

15.1.2. take good care of the Office Space and the Inventory;

15.1.3. use the Office Space only as offices for the purposes of Your business and not for any use that provides services directly to the visiting public, or competes with Our business of providing office accommodation.

15.1.4. take full responsibility for any Guests at all times whilst they are on the Premises or at any Work.Life Location in accordance with clause 11;

15.1.5. not make any structural alteration or addition to the Office Space, or any part of the Premises, without Our prior consent (such consent, in respect of the Office Space, not to be unreasonably withheld or delayed);

15.1.6. be responsible for the security of the Office Space; and

15.1.7. ensure that Premises doors are kept locked and access to the Office Space is kept secure when You leave.

## 16. Disclaimer and Limitation of Liability

16.1. Whilst we provide business-grade connectivity, you acknowledge we do not guarantee uninterrupted service at the Premises; we will always strive to rectify faults promptly. . 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.

16.2. We cannot guarantee uninterrupted access to the Premises where such access restriction is due to circumstances outside of Our reasonable control. We shall not 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 or Work.Life Location at any time, strictly to the extent that such closure or interrupted access is directly caused by circumstances outside of Our reasonable control.

16.3. We shall not be liable for any losses suffered by You or any of Your Members or Guests as a result of any refusal of use of, access, or entry, to the Premises or Work.Life Location at any time strictly to the extent that such refusal is due to, or a direct result of, any breach by You (or Your Members or Guests) of this Contract.

16.4. With the strict exclusion of death or personal injury caused by Our negligence in accordance with clause 16.7, We shall not be liable for (i) the death of, or injury to You or Your Members, employees, or Guests, (ii) for any damage to any property of Yours or theirs, or (iii) for any losses or damages or other liability incurred by You or them, each in the exercise or purported exercise of the rights granted by the Contract to the extent that such liability is not caused by, or as a direct result of, any act or omission of Work.Life.

16.5. Neither party to this Contract shall be liable for (a) any loss of business; (b) loss or profits; (c) loss of or damage to goodwill; (d) indirect or consequential loss by reason of interruption of or failure to provide Our Services at any time.

16.6. Notwithstanding paragraph 16.4 and subject to 16.3, each parties total liability to the other party, whether in contract, tort (including negligence) for breach of statutory duty or otherwise, arising under or in connection with the Contract shall be

limited to the total Charges payable by You in the Contract Year in which the breach occurs.

16.7. Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for (i) death or personal injury caused by negligence, or (ii) fraud or fraudulent misrepresentation.

16.8. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

16.9. In order to utilise all the Services (and Additional Services) offered by Us, it may be necessary to install software onto Your or Your employees' computers. In addition, from time to time at Your request We or Our sub-contractor may help troubleshoot problems You may have in trying to access certain functionalities or Services, such as printing or accessing the internet. Subject to clause 16.7, You agree that We or Our sub contractor shall not be responsible for any damage to Your computer system relating to such technical support or downloading and installation of any software; We do not assume any liability or give any warranty in the event that any manufacturer warranties are voided; and offer no verbal or written warranty either expressed or implied regarding the success of any such technical support or any third party software installed.

## 17. Indemnity

17.1. 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 bonafide claim brought against Us by anybody as a result of any action, or omission to act by You, any of Your Members (including any additional members) or any of Your Guests. Provided that any such action or omission is not caused by a breach by Us of Our obligations pursuant to this Contract.

17.2. We shall indemnify You in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses incurred by You as a result of or in connection with any bonafide claim brought against You by anybody as a result of any action, or omission to act by Us provided that any such action or omission is not caused by a breach by You of Your obligations pursuant to this Contract.

## 18. Termination and Suspension

18.1. For the purposes of this Contract, where We refer to "suspension", this shall mean the temporary cease of the provision to You of any Services, or Additional Services until either (i) the reason for, or cause of, such suspension is resolved to

Our satisfaction, or (ii) We terminate this Contract in accordance with this clause 18, due to the inability (for whatever reason), or Your failure, to rectify the cause of such suspension. Termination shall mean the complete and permanent cease of the provision to You of any Services, or Additional Services. No suspension or termination shall prevent WorkLife from being entitled to any Charges or payments due to it.

18.2. The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this clause 18, until the Contract End Date (the "Initial Term") when it shall automatically extend for 12 months ("Extended Term") at the end of each Initial Term and at the end of each Extended Term, unless a party confirms to the other party in writing with such notice period as is required in accordance with Your Member Category in accordance with clause 18.4, prior to the end of any Initial Term or Extended Term that the Contract should not automatically extend.

In such case that proper notice is provided, this Contract shall automatically expire on the Contract End Date (in respect of an Initial Term), or the last day of the Extended Term.

For the avoidance of doubt, each Extended Term shall be subject to the uplift in Charges in accordance with clause 13.13.

18.3. For the avoidance of doubt, any termination notice given at any time following the Commencement Date (in accordance with this Contract will need to be provided in accordance with this clause 18 and will be subject to any applicable notice periods and Early Termination Charges set out herein.

18.4. Following the expiry of the Initial Term, and without affecting any other right or remedy available to it, either party may terminate this Contract after the Contract End Date by giving to the other party:

18.4.1. in respect of Category 1 Licensees, not less than 3 months written notice to terminate, expiring on the last working day of the calendar month in which the 2 months' notice expires; or

18.4.2. in respect of Category 2 Licensees, not less than 4 months written notice to terminate, expiring on the last working day of the calendar month in which the 3 months' notice expires,

any such notice given by You in accordance with this clause 18.4 which results in this Contract ending before the expiry of the Extended Term shall be considered an "Early Exit Request", and shall be subject to clause 18.6.

18.5. Without affecting any other right or remedy available to it, either party to the Contract may terminate it by giving written notice of not less than 30 days to the other party that it intends to do so if:

18.5.1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

18.5.2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

18.5.3. the other party fails to pay any amount due under the Contract on the due date for payment;

18.5.4. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

18.5.5. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

18.5.6. the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

18.6. In the event of any termination by You under clause 18.4 (excluding where notice is given following a rise in Charges under clause 13.13), or by Us under clause 18.5:

18.6.1. where such notice is deemed to be an Early Exit Request, Work.Life shall conduct a financial risk assessment in respect of the Member;

18.6.2 subject to completion of the financial risk assessment being, in Work.Life's reasonable opinion, satisfactory, the parties agree to enter into an Early Exit Agreement and will be subject to the provisions contained therein; and

18.6.3. You will remain liable for any Members Fees payable up to, as applicable, either (i) the Contract End Date, or (ii) the end of any Extended Term, (the "Early Termination Charges").

18.7. For the avoidance of doubt, the Early Termination Charges do not apply to:

18.7.1. any termination by You, where You are providing Us with a termination notice under clause 18.2 (expiry of the Contract at the end of an Initial Term or Extended Term);

18.7.2. any termination by You, where a termination notice is given under clause above strictly in accordance with clauses 13.13 and 13.14 (termination due to a rise in Charges following a Contract End Date, or the end of an Extended Term);

18.7.3. any termination by You, where a termination notice is given under clause 18.5; or

18.7.5. any termination by Us, where a termination notice is given under clause 18.4 above.

18.8. For the purposes of clause 18.5.1, a material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

18.8.1. a substantial portion of this agreement; or

18.8.2. any of the obligations set out in clauses 13, or 14.

18.9. On termination of the Contract for whatever reason (both before or after the Start Date):

18.9.1. You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services (and any Additional Services) supplied but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt;

18.9.2. We shall be entitled to use the Security Deposit to recover any unpaid Charges or any other outstanding sums due to us in accordance with clause 12 (including, where the Contract is terminated prior to the Start Date, any reasonable costs incurred in returning the Office Space to a marketable position following adaptations made to the Office Space in accordance with your specification, or instructions);

18.9.3. The balance of any remaining Security Deposit, following any reasonable deductions (to include, but not limited to, any Charges, Early Termination Charges, and/or any additional costs and expenses incurred by Us in dealing with an early termination, or returning the Premises and the Office Space to a marketable state) in accordance with this Contract, shall be repaid to You within 30 Days;

18.9.4. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect;

18.9.5. termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;

18.9.6. following 7 days' notice of confirmation to You that we hold Your personal property, 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 the Contract We will not forward or hold any mail;

18.9.7. if You use Our Registered Business Address service, You warrant that You will immediately, and no later than within 48 hours of termination or expiry, (i) change Your address at Companies House and (ii) remove any Work.Life addresses from Your website; and

18.9.8. you must leave the Office Space clean and tidy. All alterations must be removed, and the Office Space reinstated to Our reasonable satisfaction.

18.9.9. You will be charged for replacement keys and for locks where keys are not returned.

18.9.10 You will be charged a minimum termination cleaning and maintenance charge of £100+VAT per desk, with a minimum charge of £500+VAT in order to cover cleaning, repairs, and reinstating the Office Space to its original condition, as specified in the Condition Report.

18.9.11. You will be charged to replace any damaged furniture or equipment in Your Office in addition to any termination cleaning and maintenance charge.

## 19. Data Protection

19.1. 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 the Work.Life website and the Portal.

19.2. The parties shall comply at all times comply with their data protection obligations as set out in the Data Protection Act 2018.

## 20. Health, Safety and Environmental Responsibility

20.1 *General Duty of Care*: Work.Life is committed to providing a safe, secure and healthy environment for all Licensees, Members, guests and contractors. The Licensee and its Members share responsibility for maintaining this environment and must take reasonable care for their own health and safety and that of others while in the Premises.

20.2 *Work.Life's Duty of Care*: Work.Life will take all reasonable steps to ensure that the Premises and its operations are managed safely for Licensees, Members, guests, contractors and Work.Life employees. Work.Life will comply with its own statutory duties as an employer under applicable health and safety law.

The Licensee acknowledges that its actions, equipment or contractors must not compromise the health, safety or welfare of any Work.Life employee, contractor or other occupant of the Premises.

20.3 *Compliance with Law and Policies*: The Licensee must comply with:

20.3.1 all applicable health, safety, fire and environmental legislation;

20.3.2 Work.Life's Health & Safety policies and any building-specific rules notified via the Portal or displayed within the Premises; and

20.3.3 any reasonable instruction issued by Work.Life staff or authorised contractors regarding safety, maintenance or emergency procedures.

20.4 *Induction and Fire Safety*: All Licensees and Members must complete a Work.Life Space induction (including fire evacuation procedures) before being granted full access to the Premises.

20.4.1 The Licensee must nominate at least one trained Fire Warden and one First Aider within its team and ensure they attend briefings as requested by Work.Life.

20.4.2 The Licensee must comply with all fire safety rules under clause 14.1.22, including keeping fire exits and circulation routes clear at all times.

20.5 *Equipment and Electrical Safety*: The Licensee is responsible for ensuring that all electrical equipment brought into the Space is safe, regularly inspected, and clearly labelled to confirm Portable Appliance Testing (PAT) has been carried out within the previous 12 months, or more frequently if required by law or the equipment type. Any untested or unlabelled equipment may be disconnected or removed by Work.Life.

20.5.1 Work.Life may inspect, test or remove any item it reasonably considers unsafe or likely to cause interference, damage or increased risk.

20.5.2 The Licensee must not alter or install any additional cabling, wiring or telecommunications equipment without Work.Life's prior written consent. Any required landlord approvals or wayleave costs will be recharged to the Licensee.

20.5.3 For general restrictions on fixtures and alterations, see clauses 14.1.4 and 14.1.5.

*20.6 Housekeeping and Storage:* The Licensee must keep its Office Space in a reasonable state of cleanliness and order so as not to create health, safety or hygiene risks, and must comply with the general housekeeping rules under clause 14.1.

20.6.1 Storage areas and lockers must be used safely and appropriately. For health and safety reasons, the Licensee must not store liquids, perishable goods, pressurised containers, flammable or hazardous materials, or heavy items above head height.

20.6.2 To protect the Premises and prevent hygiene or pest issues, Work.Life may (acting reasonably) remove or dispose of items that are clearly unsafe, unhygienic or abandoned, and may charge the Licensee reasonable costs for such removal or cleaning.

20.6.3 Nothing in this clause gives Work.Life responsibility for cleaning, maintaining or inspecting the Licensee's Office Space, which remains under the Licensee's control throughout the term of the Licence.

*20.7 Incident and Hazard Reporting:* The Licensee must promptly report to the Building Team any accident, injury, near miss, hazard, damage or unsafe condition. In the event of an emergency, the Licensee must follow staff instructions and the evacuation procedures displayed in the Premises. Work.Life will maintain an accident log and investigate incidents where appropriate.

*20.8 Contractors and Deliveries:* Any contractors engaged by the Licensee must be pre-approved by Work.Life and must comply with all Premises health and safety requirements.

20.8.1 Deliveries must not block corridors, stairwells, fire exits or communal areas.

20.8.2 No contractor or delivery driver may store materials or equipment in the Premises without Work.Life's consent.

20.8.3 For mail and deliveries, refer to clause 10.

20.8.4 Any "hot works" (such as soldering, welding or cutting) carried out by or for the Licensee must be pre-approved by Work.Life and accompanied by a valid Hot Works Permit.

20.8.5 The Licensee must not carry out or instruct any works, repairs or maintenance in the Premises that may affect building systems, services or structure without Work.Life's written consent.

*20.9 Pets and Animals:* Pets are only permitted where authorised in advance and in accordance with the Work.Life Pet Policy. For detailed rules, refer to clause 4.1.16. Owners remain fully responsible for behaviour, cleanliness and any damage caused.

20.10 *Smoking and Prohibited Items:* Smoking and vaping are prohibited throughout the Space, except in designated outdoor areas. The use of candles, incense, open flames, or any similar items that present a fire risk is not permitted anywhere in the building.

20.11 *Food Preparation and Hygiene:* The use of personal cooking equipment (such as toasters, kettles, air fryers or microwaves) inside the Office Space is not permitted unless expressly approved by Work.Life (such approval not to be unreasonably withheld or delayed).

20.11.1 Perishable or unlabelled items may be removed and disposed of during cleaning or fridge clear downs without notice.

20.12 *Environmental Responsibility:* Work.Life aims to operate sustainably and expects all Licensees to support this by:

20.12.1 minimising waste;

20.12.2 using recycling facilities responsibly;

20.12.3 switching off electrical equipment and lights when not in use; and

20.12.4 supporting Work.Life's B-Corp and sustainability initiatives as communicated from time to time.

20.13 Work.Life provides shared furniture and equipment in line with general ergonomic standards but is not responsible for assessing or providing specialist equipment for individual Licensees.

20.14 *Prohibited Items and Equipment:* The storage or charging of e-bikes, e-scooters or any other personal transport powered by lithium-ion batteries is strictly prohibited anywhere within the Space, unless expressly authorised by Work.Life and stored in a designated, fire-safe area.

20.14.1 Licensees must not bring personal heaters, multi-socket adapters, extension leads, cooking appliances or other high-load electrical devices into the Office Space without Work.Life's prior written approval.

20.14.2 Bicycles, scooters and similar equipment must only be stored in the designated cycle storage areas and must not be brought into lifts, corridors or stairwells unless Work.Life has provided or approved a safe internal route specifically for that purpose.

20.14.3 Licensees must not tamper with, obstruct or interfere with any fire alarm, smoke detector, sprinkler, emergency lighting or other life-safety system within the Premises.

*20.15 Access and Enforcement:* Work.Life staff and authorised contractors may access the Premises and the Office Space (on reasonable notice, or immediately in an emergency) to inspect, carry out maintenance or address safety concerns.

*20.16 Accessibility and Adjustments:* Work.Life will make reasonable adjustments to accommodate Licensees or Members with accessibility or health needs, provided the Licensee notifies Work.Life in advance.

*20.17 Health and Safety Responsibilities on Exit:* Upon vacating the Office Space, the Licensee must remove all items safely and leave the area free from hazards or waste. Work.Life may charge reasonable costs for disposal or remedial cleaning if required for health or safety reasons.

## 21. General

*21.1. Force majeure:* Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

*21.2. Severance:* If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

*21.3. Entire Contract:* The Contract constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements. The Contract may not be altered except as may be agreed by You and Us in writing or as permitted by the Contract.

*21.4. Assignment:* You shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights and obligations under the Contract without Our prior written consent.

*21.5. Business Rates:* You acknowledge that your occupation of a commercial premises in the UK gives rise to a Business Rates (property tax) liability. Work.Life agrees to pay this liability, calculated after any reliefs or reductions which may be appropriate on your behalf for the period of your licence agreement. You will be required to provide to Us a signed 'Letter of authority' within 14 days of Your Start Date. We will liaise with the relevant Council to ensure all business rates are paid where a signed 'Letter of authority' has been returned to Us.

*21.6. Small Business Rates Relief:* Your licence fee is calculated inclusive of reliefs which we reasonably believe your occupation is entitled. At Our request, You will

complete and sign the appropriate application and authority forms so We can apply on Your behalf. You will be liable to pay Us the full amount of business rates charged in relation to Your tenancy and in line with Your agreement if You fail to return to Us signed application forms within 14 days of Your Start Date, or where false information has been provided to secure such a reduction.

*21.7. Reservation of Rights:* We 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.

*21.8. Remedies:* Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

*21.9. Waiver:* A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

*21.10. Status:* The Licence, Your Membership and the use of the Premises does not create any landlord and tenant relationship between You and Us.

*21.11. Notice:* Any notice or other communication given under the Contract 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 in the Contract Details. A notice or other communication given under the Contract may be given by e-mail but shall only be accepted when receipt is confirmed.

*21.12. Variation:* We reserve the right to review and alter the Conditions of our additional membership services to reflect the changing needs of the business and to comply with new legislation. All changes will be e-mailed to Members and/or posted on the Portal 28 days prior to them taking effect. You will be bound by the new terms from the effective date (as notified). This does not impact the rights you retain to your Office Space unless necessitated by law.

*21.13. Third Party Rights:* The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

*21.14. Governing Law:* The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject

matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

*21.15. Jurisdiction:* Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

*21.16 Member and Licensee Handbook:* Work.Life may issue from time to time a Member and Licensee Handbook containing practical information and guidance about using the Premises safely and considerately, including general building procedures, sustainability practices and community guidelines. The Handbook is provided for reference only and does not form part of this Licence. Licensees are encouraged to familiarise themselves with it to help ensure smooth and safe operation of the Premises.

Work.Life Coworking (members joining after 1 May 2025)

## Member Terms

These Coworking member terms set out the terms and conditions (these “Terms and Conditions”) that apply to the unlimited and flex coworking membership that you have purchased from us on a subscription after 1 May 2025 basis so that you can use our co-working space for your business.

Our agreement with you is comprised of (i) the details (including charges) forming the membership plan chosen when you completed our sign up form titled (which can be found here: <https://work.life/coworking/>), and the subsequent membership confirmation email sent to you from us, (ii) the these Terms and Conditions, and sets out the terms on which Your Membership will be managed by Work.Life (the “Agreement”).

Please note that all of our services, Premises and Coworking Spaces are provided to you (and all members) in the course of your/their business or trading, regardless of whether you are signing up one of our memberships as a company/entity or an individual, and such services, Premises and/or Coworking Space are not to be used solely (or mainly) for personal or private use.

### 1. Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions.

“Access Hours” means the hours in which you have access to the Premises, being 24 hours a day, 7 days a week.

“Company” means a company specified in the ‘For Registered Companies’ section of our sign up form titled ‘Join Work.Life’, to whom the individual (or business) completing the Coworking Membership form is an employee, worker, consultant, director, or otherwise connected to.

“Coworking Space” means dedicated shared workspace at any Work.Life location(s) which has been allocated, by Us, for use by our Coworking members.

“Flex Charges” means the charges applicable to your Coworking Membership, as set out in the Coworking Membership (and as updated on our website (<https://work.life/coworking/>) from time to time) relating specifically to ‘Flex Plans’ on your Coworking Membership, for the avoidance of doubt, where there is any conflict between the fees set out on our website and the fees in these Terms and Conditions, the fees stated on our website (<https://work.life/coworking/>) will apply.

“Session” means each ‘day pass’ used for a coworking session used by a Member under their Coworking Membership, during which they use the Coworking Space, or access the Premises.

“Member’s List” means the list of all individuals or business who are connected to the Company (including employee, worker, consultant, director, or otherwise connected) and have signed up to the Coworking Membership in such connected capacity with the Company, and who the Company have agreed to pay the requisite Charges for.

“Membership Manager” means the member of Work.Life personnel designated by Us to be Your contact person (or the designated contact point for each specific Premises) for the purposes of managing Your membership and dealing with any requests, issues or concerns.

“Term Date” means the minimum length of time you commit to any of our Coworking Memberships. Memberships can be committed to for 1, 6 or 12 month periods.

“Portal” means the online platform owned by Work.Life and made available to members at [app.work.life](http://app.work.life), in order to manage your membership and receive updates and notifications from Work.Life;

“Premises” means a Work.Life coworking space, property, premises, or location, in which a Coworking Space is located.

“Regular Business Hours” means the hours on the Business Days on which Work.Life are available to (i) provide any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being 8.30am to 5.30pm Monday to Thursday and 8.30am to 5pm Friday.

“Regular Business Days” means the day(s) on which Work.Life are available to provide (i) any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being Monday to Friday, excluding any public holidays in England.

“Services” means the facilities and services available to you (as provided by us) under your Coworking Membership, as more particularly defined at clause 2.2.

“Team Lead” means, where a Company has signed up for the Coworking Membership(s) as a company (and not an individual), the main/key individual confirmed by you (acting on behalf of the Member company) on our sign up form titled ‘Join Work.Life’, as updated by written notice to us from time to time.

“Coworking Charges” means the charges applicable to your Coworking Membership, as set out in the Coworking Membership (and as updated on our website (<https://work.life/coworking/>) from time to time) and/or as stated in clause 9, for the avoidance of doubt, where there is any conflict between the fees set out on our website and the fees in these Terms and Conditions, the fees stated on our website (<https://work.life/coworking/>) will apply.

“We” , “Work.Life” or “Us” means Work.Life Holdings Limited incorporated and registered in England and Wales with company number 09541627, whose registered office is at Waverley House, 9 Noel Street, London, W1F 8GQ, or (where different) as confirmed to you in the membership confirmation email.

“You” or “Member” means the company or individual who signs up online to the Coworking Membership and received a confirmation email with the terms they have agreed to, and includes the Company, if applicable.

## 2. Coworking Membership

2.1. Subject to, and in accordance with, the terms of the Agreement we will provide You with the Services (as set out in clause 2.2 below) and any Additional Services that You may request from time to time (in accordance with clause 3) during the Regular Business Hours.

2.2. The Services provided by Us will include the following, facilities during Regular Business Hours:

1. Access to and use of the Premises and Coworking Space during the Access Hours.
  2. Use of the shared internet connection at the Premises.
- iii. Use of meeting rooms, at the Premises, subject to availability in accordance with clause 6 (Meeting Room Bookings)

1. Use of printers/copiers/scanners in accordance with the charges set out below in clause 4 (Print/Copy Service).
2. Mail handling services in accordance with clause 0 (Mail Handling Services).
3. Access to exclusive Work.Life events, promotions and benefits. vii. Maintenance, and waste disposable of and around the Premises.

viii. Front desk and guest services. (Together the “Services”).

2.3. Use of the Premises is subject to sufficient space being available at the Premises (and in the Coworking Space) to accommodate safely and comfortably the members wishing to use the Coworking Space at any one time.

2.4. We will, in our sole discretion, determine the capacity levels when use of, and access to, the Coworking Space is requested by You, and our decision in respect of such shall be final and binding.

2.5. There may be times when space is not available, and You are refused entry to the Premises.

2.6. Work.Life will be staffed during Regular Business Hours on Regular Business Days, however, you will be able to access the Premises and the Coworking Space during the Access Hours (to include access on national holidays unless communicated otherwise).

2.7. We reserve the right to shorten or amend the Access Hours. 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.

2.8. In delivering the Services (and any Additional Services) to You, We shall:

1. deliver the Services (including any Additional Services) with reasonable care and skill;
2. comply with all applicable laws, statutes, regulations, and codes, from time to time in force; and

iii. use Our reasonable endeavours to observe all reasonable health and safety rules and regulations, and security requirements that apply to the Premises.

2.9. You acknowledge and agree that where you have signed up for the Coworking Membership as part of a Company, You:

1. will continue to be bound by these Terms and Conditions, and responsible for the obligations contained herein;

2. you will complete the Coworking Membership sign-up form (titled 'Join Work.Life') in the same manner as the Company completed when it registered for the Coworking Membership;

iii. must ensure that the Company has added You to their Member's List. You will not be considered as registered for Coworking Membership as part of the Company, until You are added to the Company's Member's List. It is Your responsibility to ensure You are added to such list; and

1. warrant to us that You have all requisite authority to sign up for the or the Coworking Membership as part of a Company.

2.10. You (and the Company) are responsible for maintaining the accuracy of the names of the Members on the Member's List and ensuring that at all times this is accurate and complete on the Portal. Changes to the individuals designated 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 set out on the Members List shall be deemed to be connected to the Company. We reserve the right to limit the number of Members connected to the Company, in connection with the Coworking Membership.

2.11. 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, any persons using your Coworking Membership 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, any persons using your Coworking Membership or guests, as a result of the closure of any of the Premises at any time or refusal of entry at any time.

### 3. Additional Services

3.1. The following Additional Services are available to all Members upon request, and subject to any additional charges. See the Membership Manager for further information and pricing:

1. Additional meeting room hours, which can be booked (and purchased) through the Portal.
2. Additional printing credits, which can be purchased through the Portal.

iii. Additional IT services.

1. The use of the Premises address as Your formal registered office address filed with and confirmed to Companies House ("Registered Business Address") with prior consent from Us.

2. Storage lockers.

3. Any further additional services as confirmed as available to You under the Coworking Membership, by Your Membership Manager from time to time. (Together the “Additional Services”.)

3.2. Any Additional Services requested by the Members will be provided by Work.Life at an additional cost and subject to Work.Life’s standard service rates and charges from time to time, as confirmed to You by Your Membership Manager.

3.3. If extra or additional Services, including any Additional Services, are provided by a trusted partner of Work.Life (or a third party service provider recommended by Work.Life), Work.Life will not be liable for, and does not accept responsibility for the management of, those additional services.

#### 4. Printing/Copy Services

4.1. Members have access to and use of the printers and copiers available at the Premises upon purchase of either one off or recurring print bundles. Printouts and copies are charged at 5p per black and white A4 print, 20p per A4 colour print, 20p per black and white A3 print and 40p per A3 colour print. Such costs may be updated from time to time, as published on our website or the Portal, and/or notified to You by Your Membership Manager.

4.2. Your printing credit balance from bundles will reset at the end of each calendar month, and no outstanding balance (or any other such credits) will roll over to subsequent months.

4.3. Additional Print/copy credit bundles can be purchased at any time but charged to your account on a monthly basis, you can add these via the Portal or by speaking to your Membership Manager.

#### 5. Mail Handling Services

5.1. We offer a mail handling service to You as a member of the Coworking Membership ONLY upon purchase of the relevant additional product ‘*Registered address & mail handling*’ and completion of our required checks. Please note however, that we are not available to forward, or scan post we receive.

5.1.1 If You choose this product the service will NOT commence until you have provided any/all documentation requested by Us in order to comply with AML legislation.

5.1.2 The use of the Premises address as Your formal registered office address filed with and confirmed to Companies House (“Registered Business Address”) is available to Members upon request and completion of all requirement as laid out in Clause 5.

5.1.3. You are responsible for providing all necessary documentation required by Work.Life to activate and maintain this service, and for ensuring compliance with all applicable anti-money laundering (AML) regulations. Work.Life reserves the right to suspend or withdraw the Registered Business Address service if sufficient documentation / updated documentation is not provided, or where concerns regarding AML compliance arise.

5.1.4. The Service will commence ONLY when We confirm to You in writing that the Service is formally offered and that all requests for valid documentation and any other requirements have been settled to our satisfaction.

5.1.5 Work.Life reserves the right to withdraw this Service with immediate effect at any given time upon notification to You in writing Out intention to do so

5.2. If You choose to use this Service You must also collect your post from the Premises during Regular Business Hours. All post must be collected on a regular basis, and no later than within one month of our receipt of such post.

5.3. It is Your responsibility to provide any additional information requested and this mail handling Service will not commence until this information has been supplied to our satisfaction.

5.4. We do not take responsibility for any lost items. We shall not accept any item which exceeds 5kg in weight, 50cm in any dimension or 1 cubic foot in volume.

5.5. We retain the right to return to sender any post or parcels that are not collected within 1 month of our receipt.

5.6. No warranties are given for the availability of our staff to sign for or forward mail delivered to the Premises outside Regular Business Hours

## 6. Meeting Room Bookings

6.1. You are entitled to use the meeting rooms located at the Premises, where available from time to time. Meeting room booking and availability can be found on the Portal.

6.2. Meeting room use will be charged in accordance with Our current price lists which can be found on the Portal, and on the Work.Life website at: [www.work.life/meetingrooms](http://www.work.life/meetingrooms). Coworking Members will receive a 25% discount on all such meeting rooms fees.

6.2.1 You are entitled to purchase 'Meeting Room Credit' bundles from the Portal at a discounted rate as is outlined on the Portal.

6.3. To improve everyone's experience of meeting room usage:

1. You must arrive on time for all meeting room bookings;

2. if You do not arrive Your within 15 minutes of the start time of Your booking, We will move Your booking to an ‘unattended meeting room booking’; and

iii. unattended meeting room bookings will not be refunded an additional £25+VAT charge will be additionally applied.

6.4. You are able to cancel meeting room bookings up six (6) hours (and up to 48 hours for the boardroom) prior to the start of Your meeting without being charged. For cancellations within 6 hours of the start of Your meeting Your booking will be moved to an unattended meeting room booking by a member of the Work.Life team and still be charged in accordance to Clause 6.3.iii.

## 7. The Portal

7.1. All Members will have access to the Portal to facilitate the Services being provided by Work.Life.

7.2. The Portal will allow each Member to:

1. use, and purchase additional printing credits (including any available print/copy credit bundles);
2. book meeting rooms;

iii. access the dashboard containing details of Your Coworking Membership and any notifications and/or announcements from Work.Life;

1. receive messages from Work.Life;
2. access the helpdesk; and
3. billing details (including how payment should be taken by Work.Life).

7.3. In addition to the above, the Portal will allow you (or if relevant, Team Leads) to access the invoices, and (again, where relevant a Members List). Where you are registered for Coworking Membership as a Company, the Team Lead is responsible for overseeing and managing the Member’s in their Member’s List, including ensuring all invoices are paid in respect of those Members.

7.4. Work.Life will use the Portal to notify Members of any issues affecting the Coworking Space and the Premises, and provide any relevant notices or policies (including those referred to in these Terms and Conditions) to You.

7.5. The Portal is a third-party platform managed by Work.Life’s suppliers and contains an independent terms of use policy which all Members must adhere to at all times. Please ensure You and Your Members review and understand such terms of use policies.

7.6. In relation to the Portal, You confirm that You will not (and shall use Your best endeavours to ensure that anyone using your Coworking Membership will not):

1. breach the Portal's terms of use policy, as available on the Portal and updated from time to time;
2. access, store, distribute, introduce or transmit any viruses, or any material during the course of its use of the Portal that are: (a) detrimental or damaging to the functioning or performance of the Portal; (b) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, discriminatory or offensive; (c) facilitates illegal activity or promotes unlawful violence;

iii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal; or iv. allow any unauthorised access to, or use of, the Portal and, in the event of any such unauthorised access or use, promptly notify Work.Life.

7.7. Work.Life reserves the right, without liability or prejudice to its other rights to You, to disable Your access to the Portal in the event that any Member breaches the provisions of this clause 7, or the Portal's terms of use policy.

## 8. Rules and Regulations

8.1. Use of the Premises is subject to sufficient space being available to accommodate safely and comfortably the members wishing to use the space at any one time. We will determine the capacity levels.

8.2. You are not entitled to bring in guests under your membership without booking a meeting room. If you do require your guests to use non-meeting room facilities, they will need to purchase a day pass at our front desk.

8.3. If you do bring a guest to the Premises in accordance with the above, you undertake that:

1. You will be present with such guest at all reasonable times during their visit;
2. the guest leaves the Premises with You and, for the avoidance of doubt, at the same time as You;

iii. You will be responsible for the actions of Your guests at all times;

1. You will be responsible for ensuring that Your guests are aware of and agree to be bound by these Conditions;
2. any breach of these Terms and Conditions by a guest will be treated as if You have committed such breach;

3. Your guests will sign in and out at the front desk every time they enter and leave the Premises;

vii. You will notify Your Membership Manager of any guests at the Premises no later than 12 hours prior to such guests attendance at the Premises; and

viii. You and Your guests will comply with the most up to date version of Work.Life's guest policy, as made available by Work.Life, or on the Portal, from time to time. Work.Life reserves the right to charge if the guest policy is not adhered to.

8.4. We reserve the right, at Our sole discretion, to grant or refuse access to the Premises to any guest at any time. For the avoidance of doubt, no prior acceptance of a guest's access will be considered future consent to access, regardless of whether such access is ongoing or occasional.

8.5. 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 users or any neighbouring premises.

8.6. You will not alter or install any wiring, IT or telecommunications connections in the Premises, or around the Coworking Space, without permission from Us.

8.7. You will maintain the facilities in their existing condition and notify Us immediately should any damage occur. You will be responsible for any damage that You or your guests cause to any such facilities.

8.8. You will use the facilities in a way that regards the rights and interests of other users, this includes but is not limited to; noise levels, the amount of space You are utilising, and your use of the wireless connection.

8.9. You will not do anything which might invalidate any insurance policy covering part of a building or which might increase the premium. A copy of our insurance policy is available on request

8.10. You are entirely responsible for safety of your property and possessions while using the Premises and all such items must be removed when you leave each day, except for property stored in the pre-paid lockers provided. Property left in the pre-paid lockers is still your responsibility. We accept no responsibility for any loss or damage to Your or any visitor's property while using the Premises whether caused by negligence or otherwise.

8.11. You should maintain insurance for your personal property. Such items are not covered under Our insurances.

8.12. You must not allow Your member card 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.

8.13. 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 card(s) to any third party. If You lose Your key or member card, We can arrange for a replacement at £10+VAT per member card.

8.14. You will not use the name “Work.Life” or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior consent.

8.15. You will not take or copy information belonging to other members or their guests without their permission.

8.16. You will not bring pets or animals into the Premises without Our prior written consent, with the exception of guide/ hearing dogs, in accordance with Our pet policy (which can be found on the Portal). Any violation of Our pet policy, will result in an automatic ban on any future consent to bring pets or animals to the Premises;

8.17. You may not utilise alternate Premises unless You/the individual on the Member list has an ‘all access’ membership.

8.17.1 Access to non-home location spaces for location specific memberships are charged at the location rate as set out on the Portal.

8.17.2 One off passes are charged at the rolling location rate as laid out on the Portal and reoccurring passes charged at the location rate with Your commitment discount applied.

8.18. 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 at the Premises. Please see our Health & Safety noticeboard for our policies and fire evacuation documents to make sure you are aware of Work.Life’s health & safety procedures.

8.19. We have a bandwidth fair usage policy to ensure everyone has fast WiFi. In the event that excessive usage of bandwidth on a consistent basis is detected, We will contact You to propose a suitable solution. If You decide to decline the suggested solution and the excessive usage continues, We reserve the right to restrict Your access to the internet at our discretion. An example of excessive resource usage would be someone using more than 5% of the available bandwidth over a period of 24 hours.

8.20. Acceptable Use Policy (“AUP”): Work.Life does not monitor or exercise control over the content of the information transmitted or stored by our Members, and you the Member assumes all responsibility for such information. The Service may only be used for lawful purposes according to the laws of England and Wales.

8.21. Sending bulk unsolicited email and violations of system or network security are prohibited. Activities which demonstrably incite denial-of-service attacks (for example the use of “bots” or “flaming” – general anti-social behaviour in online forums etc) are

prohibited. Use of the Service for illegal sharing or distribution of software and other intellectual property is prohibited.

8.22. For the avoidance of doubt, you agree and acknowledge that you are equally bound by these Terms and Conditions, in particular the rules and regulations set out in this clause 8., regardless of whether or not you are connected to a Company within your Coworking Membership.

## 9. Coworking Charges

9.1. Coworking Charges and any additional charges in accordance with the Agreement, are exclusive of VAT and are payable monthly in advance, by Direct Debit on the first working day of each calendar month (unless agreed otherwise in writing).

9.2. Payments are to be made by Direct Debit only, unless otherwise agreed in writing.

9.3. We can alter the Coworking Charges at any time on one month's notice to you. If you do not accept the change in the Coworking Charges you will be entitled to terminate Your Coworking Membership.

9.4. All Coworking Charges which are due to be paid must be paid to Us, in full and cleared funds, within 14 days of the start of the relevant month.

9.5. If you fail to pay Your Coworking Charges or any other charges owed to Us within 14 days following the due date We reserve the right at our absolute discretion and with immediate effect to exclude Your access to the Premises, or suspend Your Coworking Membership until the arrears are paid, or terminate Your Coworking Membership.

9.6. If payment via Direct Debit, credit or debit card (or any other agreed payment method) fails on more than two occasions, we may require You to pay a non-refundable administrative fee of £50+VAT.

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

9.8. All late payments (those over 14 days from the due date) 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.

9.9. We reserve the right to charge you from the specific Premises that you use most frequently, regardless of if you signed up there initially. If we deem it necessary (in our sole discretion and due to your use of a specific Premises) to change your 'home' Premises (as specified in your Coworking Membership or on the Portal) you must do so

on the Portal without delay, and if you fail to make such requested change, you acknowledge and agree that we may make this change for you.

9.10. Where you are signed up for the Coworking Membership as part of a Company, the Company will be responsible for payment of your Coworking Charges. In the event you are not added to the specified Company's Member's List you will remain liable, and will be charged, for all Coworking Charges until such Company has added you to their Member's List.

9.11. Where you are signed up for the Coworking Membership as a Company, and have authorised individuals to sign up as party of your Company, you will be responsible for payment of all charges incurred by the individuals set out in your Member's List. You warrant to us that the Company agrees to be liable for all charges incurred by the individuals noted your Member's List.

9.12. It is the responsibility of You (and the Company) to ensure that anyone for whom you will be making payments is added promptly to Your Member's List, to prevent that person from being charged individually.

9.13. You may request to move your Coworking Membership to a different Work.Life location during your contract term. We will accommodate such requests wherever possible, at our discretion. Charges may be adjusted based on the new location.

## 10. Membership Freeze

10.1. Members are able to skip ONE month of their Coworking Membership without incurring any charges, subject to this clause 10. In order to effectuate a skipped month of your Coworking Membership, You must provide a minimum of 5 days' written notice prior to month end, for the suspension to take effect from the commencement of the subsequent month.

10.2. Members can skip a month of their Coworking Membership no more than twice per calendar year, with each freeze lasting only ONE months Members who are on maternity leave can freeze their Coworking Membership for up to 12 months without any cost.

10.3. Members can skip a month of their Coworking Membership no more than twice per year, with each freeze lasting only ONE whole calendar month. Members who are on maternity leave can freeze their Coworking Membership for up to 12 months at no cost. For all freezes, the earliest end date of the Membership will be extended by the duration of the freeze.

10.4. During the freeze period, You will not have access to the Services, any Premises, or any membership benefits. Additionally, you will only have limited access (at our discretion) to the Portal during this period.

## 11. Termination

11.1. The Agreement shall start when You confirm Your Coworking membership online and will terminate at the end of your chosen month (not before your Term Date) provided that a minimum of 5 days' written notice has been given to, and received and acknowledged (in writing) by the Membership Manager (or in the event the Membership Manager is unavailable, any applicable Work.Life employee who is acting in that Membership Manger's position from time to time).

11.1.1 Notice to Terminate The Agreement given prior to Your committed Term Date should be given in accordance with Clause 11 and shall not expire before the minimum Term Date has passed.

11.1.2 Upon request for cancellation, if a member leaves the business, you may reassign their membership to another team member until the end of the minimum commitment term. Alternatively, you may pay either the difference between the rolling-term rate and the committed rate for the remainder of the contract, or the remaining contract amount as an exit fee—whichever is the lower sum. You will remain liable for all charges until one of these options is completed.

11.2. After your minimum Term Date has passed If you give notice at any time during the calendar month (but no less than 5 days before the end of that calendar month) then your Coworking Membership will terminate on the last day of that month. If you give notice within the last 5 days of a calendar month then your Coworking Membership will not terminate until the end of the following calendar month and you will be liable for all Coworking Charges (and other such incurred charges) during that notice period.

11.3. We shall be entitled to terminate the Agreement: (i) immediately by written notice in the event You are in breach of these Terms and Conditions or (ii) otherwise for convenience at any time upon the expiry of 1 calendar months' written notice to You.

11.4. Termination of the Agreement shall not affect the rights of either party in connection with any breach of any obligation under the Agreement which existed prior to the date of termination.

11.5. Following termination of the Agreement, we will be entitled to dispose of any of your property remaining at the Premises that has not been collected within 1 month of termination, and will be entitled to 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 the Agreement we will not forward or hold (for any period) any mail.

11.6. If You use Our Registered Business Address service, You warrant that You will immediately, and no later than within 48 hours of termination or expiry, (i) change Your

address at Companies House and (ii) remove any Work.Life addresses from Your website.

## 12. Miscellaneous

12.1. Changes to these Terms and Conditions: We reserve the right to review and alter these Terms and Conditions (as well as any Coworking Membership, Coworking Charges and any other charges) for any reason, including to reflect the changing needs of the business and to comply with new legislation. All changes will be e-mailed to Members and/or posted on Our website 28 days prior to them taking effect. You will be bound by the new terms from the effective date (as notified).

12.2. Notices: Any notice or other communication given under these Terms and Conditions can be in writing and delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the address given by You in your online application, published on (or sent via) the Portal, or sent by email (i) by us to the email address You have registered with us from time to time, or (ii) by You to our email address stated in the Coworking Membership or as provided to you from time to time. For the avoidance of doubt, a notice or other communication given under these Terms and Conditions may be given by e-mail or where published (or sent via) on the Portal.

12.3. INDEMNITY: PLEASE READ CAREFULLY: You agree to indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising: (i) from the Agreement and any breach of your obligation contained in the Agreement and the exercise of any rights given by the Agreement, (ii) 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 person using your Coworking Membership, or any of Your guests.

12.4. LIABILITY: 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 employees, customers or invitees or for damage to any property of theirs or for any losses or damages or other liability incurred by them in the exercise or purported exercise of the rights granted by the Agreement.

12.5. LOSSES: We cannot accept liability for any loss of business, data, etc. by reason of interruption of or failure to provide services when we are carrying out maintenance or due to matters outside of our control.

12.6. LIABILITY CAP: Having taken into consideration the monthly rolling basis and nature of our contractual relationship with you, Our total liability to You, whether tort (including negligence) for breach of statutory duty or otherwise, arising under or in connection with the Agreement shall be limited to the Membership Fees paid by You in the 12 months preceding such breach.

12.7. Status: The Agreement, the Coworking Membership and the use of the Premises does not create any landlord and tenant relationship between You and us.

12.8. Third Party Rights: The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

12.9. Entire Agreement: The Agreement constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements. The Agreement may not be altered except as may be agreed by You and Us in writing or as permitted by the Agreement.

12.10. Remedies: 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 the Agreement.

12.11. Severance: If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

12.12. Data Protection: We process all personal data provided by You to Us in accordance with Our privacy policy (<https://work.life/privacy>), a copy of which is available on request and can also be found on the Work.Life website and the Portal. The parties shall comply at all times comply with their data protection obligations as set out in the Data Protection Act 2018.

12.13. Software: In order to utilise all (or certain) functionalities offered by Us, it may be necessary to install software onto your or your employees' computer. In addition, from time to time at your request We or our sub-contractor may help troubleshoot problems You may have in trying to access certain functionalities such as printing or accessing the internet. You agree that We or our sub-contractor shall not be responsible for any damage to Your computer system relating to such technical support or downloading and installation of any software; We do not assume any liability or warranty in the event that any manufacturer warranties are voided; and offer no verbal or written warranty either expressed or implied regarding the success of any such technical support.

12.14. Governing Law: The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject

matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

12.15. Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation.

Work.Life Unlimited

Member Terms

These Unlimited member terms set out the terms and conditions (these “Terms and Conditions”) that apply to the unlimited coworking membership that you have purchased from us on a ‘pay monthly’ basis so that you can use our co-working space for your business.

Our agreement with you is comprised of (i) the details (including charges) forming the unlimited membership plan chosen when you completed our sign up form titled ‘Join Work.Life’ (which can be found here: <https://work.life/coworking/>), and the subsequent membership confirmation email sent to you from us (the “Unlimited Membership”), (ii) the these Terms and Conditions, and sets out the terms on which Your Membership will be managed by Work.Life (the “Agreement”).

Please note that all of our services, Premises and Coworking Spaces are provided to you (and all members) in the course of your/their business or trading, regardless of whether you are signing up one of our memberships as a company/entity or an individual, and such services, Premises and/or Coworking Space are not to be used solely (or mainly) for personal or private use.

## 1. Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions.

“Access Hours” means the hours in which you have access to the Premises, being 24 hours a day, 7 days a week.

“Company” means a company specified in the ‘For Registered Companies’ section of our sign up form titled ‘Join Work.Life’, to whom the individual (or business) completing the Unlimited Membership form is an employee, worker, consultant, director, or otherwise connected to.

“Coworking Space” means dedicated shared workspace at any Work.Life location(s) which has been allocated, by Us, for use by our unlimited members.

“Member’s List” means the list of all individuals or business who are connected to the Company (including employee, worker, consultant, director, or otherwise connected)

and have signed up to the Unlimited Membership in such connected capacity with the Company, and who the Company have agreed to pay the requisite Charges for.

“Membership Manager” means the member of Work.Life personnel designated by Us to be Your contact person (or the designated contact point for each specific Premises) for the purposes of managing Your membership and dealing with any requests, issues or concerns.

“Portal” means the online platform owned by Work.Life and made available to members at [app.work.life](https://app.work.life), in order to manage your membership and receive updates and notifications from Work.Life;

“Premises” means a Work.Life coworking space, property, premises, or location, in which a Coworking Space is located.

“Regular Business Hours” means the hours on the Business Days on which Work.Life are available to (i) provide any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being 8.30am to 5.30pm Monday to Thursday and 8.30am to 5pm Friday.

“Regular Business Days” means the day(s) on which Work.Life are available to provide (i) any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being Monday to Friday, excluding any public holidays in England.

“Services” means the facilities and services available to you (as provided by us) under your Unlimited Membership, as more particularly defined at clause 2.2.

“Team Lead” means, where a Company has signed up for the Unlimited Membership as a company (and not an individual), the main/key individual confirmed by you (acting on behalf of the Member company) on our sign up form titled ‘Join Work.Life’, as updated by written notice to us from time to time.

“Unlimited Charges” means the charges applicable to your Unlimited Membership, as set out in the Unlimited Membership (and as updated on our website (<https://work.life/coworking/>) from time to time) and/or as stated in clause 9, for the avoidance of doubt, where there is any conflict between the fees set out on our website and the fees in these Terms and Conditions, the fees stated on our website (<https://work.life/coworking/>) will apply.

“We” , “Work.Life” or “Us” means Work.Life Holdings Limited incorporated and registered in England and Wales with company number 09541627, whose registered office is at Waverley House, 9 Noel Street, London, W1F 8GQ, or (where different) as confirmed to you in the membership confirmation email.

“You” or “Member” means the company or individual who signs up online to the Unlimited Membership and received a confirmation email with the terms they have agreed to, and includes the Company, if applicable.

## 2. Unlimited Membership

2.1. Subject to, and in accordance with, the terms of the Agreement we will provide You with the Services (as set out in clause 2.2 below) and any Additional Services that You may request from time to time (in accordance with clause 3) during the Regular Business Hours.

2.2. The Services provided by Us will include the following, facilities during Regular Business Hours:

- i. Access to and use of the Premises and Coworking Space during the Access Hours.
- ii. Use of the shared internet connection at the Premises.
- iii. Use of meeting rooms, at the Premises, subject to availability in accordance with clause 6 (Meeting Room Bookings)
- iv. Use of printers/copiers/scanners in accordance with the charges set out below in clause 4 (Print/Copy Service).
- v. Mail handling services in accordance with clause 0 (Mail Handling Services).
- vi. Access to exclusive Work.Life events, promotions and benefits.
- vii. Maintenance, and waste disposable of and around the Premises.
- viii. Front desk and guest services. (Together the “Services”).

2.3. Use of the Premises is subject to sufficient space being available at the Premises (and in the Coworking Space) to accommodate safely and comfortably the members wishing to use the Coworking Space at any one time.

2.4. We will, in our sole discretion, determine the capacity levels when use of, and access to, the Coworking Space is requested by You, and our decision in respect of such shall be final and binding.

2.5. There may be times when space is not available, and You are refused entry to the Premises.

2.6. Work.Life will be staffed during Regular Business Hours on Regular Business Days, however, you will be able to access the Premises and the Coworking Space during the Access Hours (to include access on national holidays unless communicated otherwise).

2.7. We reserve the right to shorten or amend the Access Hours. 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.

2.8. In delivering the Services (and any Additional Services) to You, We shall:

- i. deliver the Services (including any Additional Services) with reasonable care and skill;
- ii. comply with all applicable laws, statutes, regulations, and codes, from time to time in force; and
- iii. use Our reasonable endeavours to observe all reasonable health and safety rules and regulations, and security requirements that apply to the Premises.

2.9. You acknowledge and agree that where you have signed up for the Unlimited Membership as part of a Company, You:

- i. will continue to be bound by these Terms and Conditions, and responsible for the obligations contained herein;
- ii. you will complete the Unlimited Membership sign-up form (titled 'Join Work.Life') in the same manner as the Company completed when it registered for the Unlimited Membership;
- iii. must ensure that the Company has added You to their Member's List. You will not be considered as registered for Unlimited Membership as part of the Company, until You are added to the Company's Member's List. It is Your responsibility to ensure You are added to such list; and
- iv. warrant to us that You have all requisite authority to sign up for the or the Unlimited Membership as part of a Company.

2.10. You (and the Company) are responsible for maintaining the accuracy of the names of the Members on the Member's List and ensuring that at all times this is accurate and complete on the Portal. Changes to the individuals designated 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 set out on the Members List shall be deemed to be connected to the Company. We reserve the right to limit the number of Members connected to the Company, in connection with the Unlimited Membership.

2.11. 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, any persons using your Unlimited Membership 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, any persons using your Unlimited

Membership or guests, as a result of the closure of any of the Premises at any time or refusal of entry at any time.

### 3. Additional Services

3.1. The following Additional Services are available to all Members upon request, and subject to any additional charges. See the Membership Manager for further information and pricing:

i. Additional meeting room hours, which can be booked (and purchased) through the Portal.

ii. Additional printing credits, which can be purchased through the Portal.

iii. Additional IT services.

iv. The use of the Premises address as Your formal registered office address filed with and confirmed to Companies House (“Registered Business Address”) with prior consent from Us.

v. Storage lockers.

vi. Any further additional services as confirmed as available to You under the Unlimited Membership, by Your Membership Manager from time to time. (Together the “Additional Services”.)

3.2. Any Additional Services requested by the Members will be provided by Work.Life at an additional cost and subject to Work.Life’s standard service rates and charges from time to time, as confirmed to You by Your Membership Manager.

3.3. If extra or additional Services, including any Additional Services, are provided by a trusted partner of Work.Life (or a third party service provider recommended by Work.Life), Work.Life will not be liable for, and does not accept responsibility for the management of, those additional services.

### 4. Printing/Copy Services

4.1. Members have access to and use of the printers and copiers available at the Premises, and are entitled to a monthly maximum printing usage of £15 credit. Printouts and copies are charged at 5p per black and white A4 print, 20p per A4 colour print, 20p per black and white A3 print and 40p per A3 colour print. Such costs may be updated from time to time, as published on our website or the Portal, and/or notified to You by Your Membership Manager.

4.2. Your maximum printing usage balance will reset at the end of each calendar month, and no outstanding balance (or any other such credits) will roll over to subsequent months.

4.3. Additional Print/copy credit bundles can be purchased at any time but charged to your account on a monthly basis, you can add these via the Portal or by speaking to your Membership Manager.

## 5. Mail Handling Services

5.1. We offer a mail handling service to You as a member of the Unlimited Membership. Please note however, that we are not available to forward, or scan post we receive.

5.2. If You choose to use this Service You must collect your post from the Premises during Regular Business Hours. All post must be collected on a regular basis, and no later than within one month of our receipt of such post.

5.3. It is Your responsibility to provide any additional information requested and this mail handling Service will not commence until this information has been supplied to our satisfaction.

5.4. We do not take responsibility for any lost items. We shall not accept any item which exceeds 5kg in weight, 50cm in any dimension or 1 cubic foot in volume.

5.5. We retain the right to return to sender any post or parcels that are not collected within 1 month of our receipt.

5.6. No warranties are given for the availability of our staff to sign for or forward mail delivered to the Premises outside Regular Business Hours.

## 6. Meeting Room Bookings

6.1. You are entitled to use the meeting rooms located at the Premises, where available from time to time. Meeting room booking and availability can be found on the Portal.

6.2. Meeting room use will be charged in accordance with Our current price lists which can be found on the Portal, and on the Work.Life website at: [www.work.life/meetingrooms](http://www.work.life/meetingrooms). Unlimited Members will receive a 50% discount on all such meeting rooms fees.

6.3. To improve everyone's experience of meeting room usage:

- i. You must arrive on time for all meeting room bookings;
- ii. if You do not arrive Your within 15 minutes of the start time of Your booking, We will move Your booking to an 'unattended meeting room booking'; and
- iii. unattended meeting room bookings will not be refunded an additional £25+VAT charge will be additionally applied.

6.4. You are able to cancel meeting room bookings up six (6) hours (and up to 48 hours for the boardroom) prior to the start of Your meeting without being charged. For cancellations within 6 hours of the start of Your meeting Your booking will be moved to

an unattended meeting room booking by a member of the Work.Life team and still be charged in accordance to Clause 6.3.iii.

## 7. The Portal

7.1. All Members will have access to the Portal to facilitate the Services being provided by Work.Life.

7.2. The Portal will allow each Member to:

- i. use, and purchase additional printing credits (including any available print/copy credit bundles);
- ii. book meeting rooms;
- iii. access the dashboard containing details of Your Unlimited Membership and any notifications and/or announcements from Work.Life;
- iv. receive messages from Work.Life;
- v. access the helpdesk; and
- vi. billing details (including how payment should be taken by Work.Life).

7.3. In addition to the above, the Portal will allow you (or if relevant, Team Leads) to access the invoices, and (again, where relevant a Members List). Where you are registered for Unlimited Membership as a Company, the Team Lead is responsible for overseeing and managing the Member's in their Member's List, including ensuring all invoices are paid in respect of those Members.

7.4. Work.Life will use the Portal to notify Members of any issues affecting the Coworking Space and the Premises, and provide any relevant notices or policies (including those referred to in these Terms and Conditions) to You.

7.5. The Portal is a third-party platform managed by Work.Life's suppliers and contains an independent terms of use policy which all Members must adhere to at all times. Please ensure You and Your Members review and understand such terms of use policies.

7.6. In relation to the Portal, You confirm that You will not (and shall use Your best endeavours to ensure that anyone using your Unlimited Membership will not):

- i. breach the Portal's terms of use policy, as available on the Portal and updated from time to time;
- ii. access, store, distribute, introduce or transmit any viruses, or any material during the course of its use of the Portal that are: (a) detrimental or damaging to the functioning or performance of the Portal; (b) unlawful, harmful, threatening, defamatory, obscene,

infringing, harassing, discriminatory or offensive; (c) facilitates illegal activity or promotes unlawful violence;

iii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal; or iv. allow any unauthorised access to, or use of, the Portal and, in the event of any such unauthorised access or use, promptly notify Work.Life.

7.7. Work.Life reserves the right, without liability or prejudice to its other rights to You, to disable Your access to the Portal in the event that any Member breaches the provisions of this clause 7, or the Portal's terms of use policy.

## 8. Rules and Regulations

8.1. Use of the Premises is subject to sufficient space being available to accommodate safely and comfortably the members wishing to use the space at any one time. We will determine the capacity levels.

8.2. You are not entitled to bring in guests under your membership without booking a meeting room. If you do require your guests to use non-meeting room facilities, they will need to purchase a day pass at our front desk.

8.3. If you do bring a guest to the Premises in accordance with the above, you undertake that:

- i. You will be present with such guest at all reasonable times during their visit;
- ii. the guest leaves the Premises with You and, for the avoidance of doubt, at the same time as You;
- iii. You will be responsible for the actions of Your guests at all times;
- iv. You will be responsible for ensuring that Your guests are aware of and agree to be bound by these Conditions;
- v. any breach of these Terms and Conditions by a guest will be treated as if You have committed such breach;
- vi. Your guests will sign in and out at the front desk every time they enter and leave the Premises;
- vii. You will notify Your Membership Manager of any guests at the Premises no later than 12 hours prior to such guests attendance at the Premises; and
- viii. You and Your guests will comply with the most up to date version of Work.Life's guest policy, as made available by Work.Life, or on the Portal, from time to time. Work.Life reserves the right to charge if the guest policy is not adhered to.

8.4. We reserve the right, at Our sole discretion, to grant or refuse access to the Premises to any guest at any time. For the avoidance of doubt, no prior acceptance of a guest's access will be considered future consent to access, regardless of whether such access is ongoing or occasional.

8.5. 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 users or any neighbouring premises.

8.6. You will not alter or install any wiring, IT or telecommunications connections in the Premises, or around the Coworking Space, without permission from Us.

8.7. You will maintain the facilities in their existing condition and notify Us immediately should any damage occur. You will be responsible for any damage that You or your guests cause to any such facilities.

8.8. You will use the facilities in a way that regards the rights and interests of other users, this includes but is not limited to; noise levels, the amount of space You are utilising, and your use of the wireless connection.

8.9. You will not do anything which might invalidate any insurance policy covering part of a building or which might increase the premium. A copy of our insurance policy is available on request

8.10. You are entirely responsible for safety of your property and possessions while using the Premises and all such items must be removed when you leave each day, except for property stored in the pre-paid lockers provided. Property left in the pre-paid lockers is still your responsibility. We accept no responsibility for any loss or damage to Your or any visitor's property while using the Premises whether caused by negligence or otherwise.

8.11. You should maintain insurance for your personal property. Such items are not covered under Our insurances.

8.12. You must not allow Your member card 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.

8.13. 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 card(s) to any third party. If You lose Your key or member card, We can arrange for a replacement at £10+VAT per member card.

8.14. You will not use the name "Work.Life" or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior consent.

8.15. You will not take or copy information belonging to other members or their guests without their permission.

8.16. You will not bring pets or animals into the Premises without Our prior written consent, with the exception of guide/ hearing dogs, in accordance with Our pet policy (which can be found on the Portal). Any violation of Our pet policy, will result in an automatic ban on any future consent to bring pets or animals to the Premises;

8.17. You may not use London Premises more than 1 day per week total if your Unlimited Membership is connected to the Reading or Manchester Premises.

8.18. 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 at the Premises. Please see our Health & Safety noticeboard for our policies and fire evacuation documents to make sure you are aware of Work.Life's health & safety procedures.

8.19. We have a bandwidth fair usage policy to ensure everyone has fast WiFi. In the event that excessive usage of bandwidth on a consistent basis is detected, We will contact You to propose a suitable solution. If You decide to decline the suggested solution and the excessive usage continues, We reserve the right to restrict Your access to the internet at our discretion. An example of excessive resource usage would be someone using more than 5% of the available bandwidth over a period of 24 hours.

8.20. Acceptable Use Policy ("AUP"): Work.Life does not monitor or exercise control over the content of the information transmitted or stored by our Members, and you the Member assumes all responsibility for such information. The Service may only be used for lawful purposes according to the laws of England and Wales.

8.21. Sending bulk unsolicited email and violations of system or network security are prohibited. Activities which demonstrably incite denial-of-service attacks (for example the use of "bots" or "flaming" – general anti-social behaviour in online forums etc) are prohibited. Use of the Service for illegal sharing or distribution of software and other intellectual property is prohibited.

8.22. For the avoidance of doubt, you agree and acknowledge that you are equally bound by these Terms and Conditions, in particular the rules and regulations set out in this clause Error! Reference source not found., regardless of whether or not you are connected to a Company within your Unlimited Membership.

## 9. Unlimited Charges

9.1. Unlimited Charges and any additional charges in accordance with the Agreement, are exclusive of VAT and are payable monthly in advance, by Direct Debit on the first working day of each calendar month (unless agreed otherwise in writing).

9.2. Payments are to be made by Direct Debit only, unless otherwise agreed in writing.

9.3. We can alter the Unlimited Charges at any time on one month's notice to you. If you do not accept the change in the Unlimited Charges you will be entitled to terminate Your Unlimited Membership.

9.4. All Unlimited Charges which are due to be paid must be paid to Us, in full and cleared funds, within 14 days of the start of the relevant month.

9.5. If you fail to pay Your Unlimited Charges or any other charges owed to Us within 14 days following the due date We reserve the right at our absolute discretion and with immediate effect to exclude Your access to the Premises, or suspend Your Unlimited Membership until the arrears are paid, or terminate Your Unlimited Membership.

9.6. If payment via Direct Debit, credit or debit card (or any other agreed payment method) fails on more than two occasions, we may require You to pay a non-refundable administrative fee of £50+VAT.

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

9.8. All late payments (those over 14 days from the due date) 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.

9.9. We reserve the right to charge you from the specific Premises that you use most frequently, regardless of if you signed up there initially. If we deem it necessary (in our sole discretion and due to your use of a specific Premises) to change your 'home' Premises (as specified in your Unlimited Membership or on the Portal) you must do so on the Portal without delay, and if you fail to make such requested change, you acknowledge and agree that we may make this change for you.

9.10. Where you are signed up for the Unlimited Membership as part of a Company, the Company will be responsible for payment of your Unlimited Charges. In the event you are not added to the specified Company's Member's List you will remain liable, and will be charged, for all Unlimited Charges until such Company has added you to their Member's List.

9.11. Where you are signed up for the Unlimited Membership as a Company, and have authorised individuals to sign up as party of your Company, you will be responsible for payment of all charges incurred by the individuals set out in your Member's List. You warrant to us that the Company agrees to be liable for all charges incurred by the individuals noted your Member's List.

9.12. It is the responsibility of You (and the Company) to ensure that anyone for whom you will be making payments is added promptly to Your Member's List, to prevent that person from being charged individually.

## 10. Membership Freeze

10.1. Members are able to suspend their Unlimited Membership without incurring any charges, subject to this clause 10. In order to effectuate a freeze of your Unlimited Membership, You must provide a minimum of 5 days' written notice prior to month end, for the suspension to take effect from the commencement of the subsequent month.

10.2. Members can freeze their Unlimited Membership no more than twice per calendar year, with each freeze lasting a minimum of 1 month and a maximum of 3 months. Members who are on maternity leave can freeze their Unlimited Membership for up to 12 months without any cost.

10.3. Freezing will be processed upon receiving a reactivation date for resuming the Unlimited Membership. Payments will resume automatically at the end of the freeze period without requiring additional communication.

10.4. During the freeze period, You will not have access to the Services, any Premises, or any membership benefits. Additionally, you will only have limited access (at our discretion) to the Portal during this period.

## 11. Termination

11.1. The Agreement shall start when You confirm Your Unlimited membership online and will terminate at the end of your chosen month provided that a minimum of 5 days' written notice has been given to, and received and acknowledged (in writing) by the Membership Manager (or in the event the Membership Manager is unavailable, any applicable Work.Life employee who is acting in that Membership Manger's position from time to time).

11.2. If you give notice at any time during the calendar month (but no less than 5 days before the end of that calendar month) then your Unlimited Membership will terminate on the last day of that month. If you give notice within the last 5 days of a calendar month then your Unlimited Membership will not terminate until the end of the following calendar month and you will be liable for all Unlimited Charges (and other such incurred charges) during that notice period.

11.3. We shall be entitled to terminate the Agreement: (i) immediately by written notice in the event You are in breach of these Terms and Conditions or (ii) otherwise for convenience at any time upon the expiry of 1 calendar months' written notice to You.

11.4. Termination of the Agreement shall not affect the rights of either party in connection with any breach of any obligation under the Agreement which existed prior to the date of termination.

11.5. Following termination of the Agreement, we will be entitled to dispose of any of your property remaining at the Premises that has not been collected within 1 month of termination, and will be entitled to 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 the Agreement we will not forward or hold (for any period) any mail.

11.6. If You use Our Registered Business Address service, You warrant that You will immediately, and no later than within 48 hours of termination or expiry, (i) change Your address at Companies House and (ii) remove any Work.Life addresses from Your website.

## 12. Miscellaneous

12.1. Changes to these Terms and Conditions: We reserve the right to review and alter these Terms and Conditions (as well as any Unlimited Membership, Unlimited Charges and any other charges) for any reason, including to reflect the changing needs of the business and to comply with new legislation. All changes will be e-mailed to Members and/or posted on Our website 28 days prior to them taking effect. You will be bound by the new terms from the effective date (as notified).

12.2. Notices: Any notice or other communication given under these Terms and Conditions can be in writing and delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the address given by You in your online application, published on (or sent via) the Portal, or sent by email (i) by us to the email address You have registered with us from time to time, or (ii) by You to our email address stated in the Unlimited Membership or as provided to you from time to time. For the avoidance of doubt, a notice or other communication given under these Terms and Conditions may be given by e-mail or where published (or sent via) on the Portal.

12.3. INDEMNITY: PLEASE READ CAREFULLY: You agree to indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising: (i) from the Agreement and any breach of your obligation contained in the Agreement and the exercise of any rights given by the Agreement, (ii) 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 person using your Unlimited Membership, or any of Your guests.

12.4. LIABILITY: 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 employees,

customers or invitees or for damage to any property of theirs or for any losses or damages or other liability incurred by them in the exercise or purported exercise of the rights granted by the Agreement.

12.5. LOSSES: We cannot accept liability for any loss of business, data, etc. by reason of interruption of or failure to provide services when we are carrying out maintenance or due to matters outside of our control.

12.6. LIABILITY CAP: Having taken into consideration the monthly rolling basis and nature of our contractual relationship with you, Our total liability to You, whether tort (including negligence) for breach of statutory duty or otherwise, arising under or in connection with the Agreement shall be limited to the Membership Fees paid by You in the 12 months preceding such breach.

12.7. Status: The Agreement, the Unlimited Membership and the use of the Premises does not create any landlord and tenant relationship between You and us.

12.8. Third Party Rights: The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

12.9. Entire Agreement: The Agreement constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements. The Agreement may not be altered except as may be agreed by You and Us in writing or as permitted by the Agreement.

12.10. Remedies: 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 the Agreement.

12.11. Severance: If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

12.12. Data Protection: We process all personal data provided by You to Us in accordance with Our privacy policy (<https://work.life/privacy>), a copy of which is available on request and can also be found on the Work.Life website and the Portal. The parties shall comply at all times comply with their data protection obligations as set out in the Data Protection Act 2018.

12.13. Software: In order to utilise all (or certain) functionalities offered by Us, it may be necessary to install software onto your or your employees' computer. In addition, from time to time at your request We or our sub-contractor may help troubleshoot problems You may have in trying to access certain functionalities such as printing or accessing the internet. You agree that We or our sub-contractor shall not be responsible for any damage to Your computer system relating to such technical support or downloading and installation of any software; We do not assume any liability or warranty in the event that any manufacturer warranties are voided; and offer no verbal or written warranty either expressed or implied regarding the success of any such technical support.

12.14. Governing Law: The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

12.15. Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation.

Work.Life Flex

Member Terms

These Flex member terms set out the terms and conditions (these "Terms and Conditions") that apply to the flexible coworking membership that you have purchased from us on a 'pay as you go' basis so that you can use our co-working space for your business. Our agreement with you is comprised of (i) the details (including charges) forming the flex membership plan chosen when you completed our sign up form titled 'Join Work.Life' (which can be found [here](#)), and the subsequent membership confirmation email sent to you from us (the "Flex Membership"), and (ii) these Terms and Conditions, and sets out the terms on which Your Membership will be managed by Work.Life (the "Agreement"). Please note that all of our services, Premises and Coworking Spaces are provided to you (and all members) in the course of your/their business or trading, regardless of whether you are signing up one of our memberships as a company/entity or an individual, and such services, Premises and/or Coworking Space are not to be used solely (or mainly) for personal or private use.

1. Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions.

"Access Hours" has the meaning given to it in clause 2.8.

"Company" means a company specified in the 'For Registered Companies' section of our sign up form titled 'Join Work.Life', to whom the individual (or business) completing

the Flex Membership form is an employee, worker, consultant, director, or otherwise connected to.

“Coworking Space” means dedicated shared workspace at any Work.Life location(s) which has been allocated, by Us, for use by our flex members.

“Flex Charges” means the charges applicable to your Flex Membership, as set out in the Flex Membership (and as updated on our website (<https://work.life/coworking/flex/>) from time to time) and/or as stated in clause 9, for the avoidance of doubt, where there is any conflict between the fees set out on our website and the fees in these Terms and Conditions, the fees stated on our website (<https://work.life/coworking/flex/>) will apply

“Flex Session” means each pay as you go coworking session used by a Member under their Flex Membership, during which they use the Coworking Space, or access the Premises.

“Member’s List” means the list of all individuals or business who are connected to the Company (including employee, worker, consultant, director, or otherwise connected) and have signed up to the Flex Membership in such connected capacity with the Company, and who the Company have agreed to pay the requisite charges for.

“Membership Manager” means the member of Work.Life personnel designated by Us to be Your contact person (or the designated contact point for each specific Premises) for the purposes of managing Your membership and dealing with any requests, issues or concerns.

“Portal” means the online platform owned by Work.Life and made available to Members at [app.work.life](http://app.work.life), in order to manage your membership and receive updates and notifications from Work.Life;

“Premises” means a Work.Life coworking space, property, premises, or location, in which a Coworking Space is located.

“Regular Business Hours” means the hours on the Business Days on which Work.Life are available to (i) provide any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being 8.30am to 5.30pm Monday to Thursday and 8.30am to 5pm Friday.

“Regular Business Days” means the day(s) on which Work.Life are available to provide (i) any applicable Services, (ii) maintain and service the Premises, and (iii) deal with any issues or queries that arise, being Monday to Friday, excluding any public holidays in England.

“Services” means the facilities and services available to you (as provided by us) under your Flex Membership, as more particularly defined at clause 2.2.

“Team Lead” means, where a Company has signed up for the Flex Membership as a company (and not an individual), the main/key individual confirmed by you (acting on behalf of the Member company) on our sign up form titled ‘Join Work.Life’, as updated by written notice to us from time to time.

“We”, “Work.Life” or “Us” means Work.Life Holdings Limited incorporated and registered in England and Wales with company number 09541627, whose registered office is at Waverley House, 9 Noel Street, London, W1F 8GQ, or (where different) as confirmed to you in the membership confirmation email.

“You” or “Member” means the company or individual who signs up online to the Flex Membership and received a confirmation email with the terms they have agreed to, and includes the Company, if applicable.

## 2. Flex Membership

2.1. Subject to, and in accordance with, the terms of the Agreement we will provide You with the Services (as set out in clause 2.2 below) and any Additional Services that You may request from time to time (in accordance with clause 2.11) during the Regular Business Hours.

2.2. The Services provided by Us will include the following, during Regular Business Hours: i. Access to any Premises during the Access Hours. ii. Use of the Coworking Space during the Access Hours.

iii. Use of the shared internet connection at the Premises.

iv. Use of meeting rooms at the Premises, subject to availability in accordance with clause 6 (Meeting Room Bookings).

v. Use of printers/copiers/scanners in accordance with the charges set out clause 5 (Print/Copy Services).

vi. Access to exclusive Work.Life events, promotions and benefits. vii. Maintenance, cleaning and waste disposal of and around the Premises.

viii. Front desk and guest services. (Together the “Services”).

2.3. Use of the Premises is subject to sufficient space being available at the Premises (and in the Coworking Space) to safely and comfortably accommodate the members wishing to use the Coworking Space at any one time.

2.4. We will, in our sole discretion, determine the capacity levels when use of, or access to the Coworking Space is requested by You, and our decision in respect of such shall be final and binding.

2.5. There may be times when space is not available, and You are refused entry to the Premises.

2.6. You are not entitled to use the Coworking Space or access the Premises without first checking in to a Flex Session upon arrival. It is your responsibility to check in at the start of, and check out at the end of, each Flex Session before entering and leaving the Premises. Failure to check in or out of the Flex Session may incur any additional charges.

2.7. Work.Life will be staffed during Regular Business Hours on Regular Business Days.

2.8. You will have access to the Premises from 8.30am – 8.30pm, 7 days a week, other than when a pre-planned event is taking place (of which we will notify you) (the “Access Hours”).

2.9. We reserve the right to shorten or amend the Access 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.

2.10. In delivering the Services (and any Additional Services) to You, We shall:

- i. deliver the Services (including any Additional Services) with reasonable care and skill;
- ii. comply with all applicable laws, statutes, regulations, and codes, from time to time in force; and
- iii. use Our reasonable endeavours to observe all reasonable health and safety rules and regulations, and security requirements that apply to the Premises.

2.11. You acknowledge and agree that where you have signed up for the Flex Membership as part of a Company, You:

- i. will continue to be bound by these Terms and Conditions, and responsible for the obligations contained herein;
- ii. you will complete the Flex Membership sign-up form (titled ‘Join Work.Life’) in the same manner as the Company completed when it registered for the Flex Membership;
- iii. must ensure that the Company has added You to their Member’s List. You will not be considered as registered for Flex Membership as part of the Company, until You are added to the Company’s Member’s List. It is Your responsibility to ensure You are added to such list; and
- iv. warrant to us that You have all requisite authority to sign up for the or the Flex Membership as part of a Company.

2.12. You (and the Company) are responsible for maintaining the accuracy of the names of the Members on the Member’s List and ensuring that at all times this is accurate and complete on the Portal. Changes to the individuals designated 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 set out on the Members

List shall be deemed to be connected to the Company. We reserve the right to limit the number of Members connected to the Company, in connection with the Flex Membership.

### 3. Additional Services

3.1. The following Additional Services are available to Members upon request, and subject to additional charges. See the Membership Manager for further information and pricing:

i. Additional meeting room hours, which can be booked and purchased through the Portal.

ii. Additional printing credits, which can be purchased through the Portal.

iii. Additional IT services.

iv. Use of the Virtual Office Package, further details of which can be found in clause 4 below.

v. Storage lockers. vi. Any further additional services as confirmed as available to You under the Flex Membership, by Your Membership Manager from time to time. (Together the “Additional Services”.)

3.2. Any Additional Services requested by the Members will be provided by Work.Life at an additional cost and subject to Work.Life’s standard service rates and charges from time to time, as confirmed to You by Your Membership Manager.

3.3. If extra or additional Services, including any Additional Services, are provided by a trusted partner of Work.Life (or a third party service provider recommended by Work.Life), Work.Life will not be liable for, and does not accept responsibility for the management of, those additional services.

### 4. Virtual Office Package

4.1. As part of our Additional Services, we can provide a Virtual Office Package, which includes:

i. the use of the Premises address as Your formal registered office address filed with and confirmed to Companies House (“Registered Business Address”) with prior consent from Us; and

ii. the use of a mail handling service in which we will accept mail on your behalf during Regular Business Hours, (the “Virtual Office Package”).

4.2. If You choose to use the Virtual Office Package (or part thereof), You must collect your post from the Premises during Regular Business Hours. All post must be collected on a regular basis, and no later than within one month of our receipt of such post.

4.3. It is your responsibility to provide any additional information requested and this Virtual Office Package will not commence until the information has been supplied to our satisfaction.

4.4. We do not take responsibility for any lost items and we shall not accept any item which exceeds 5kg in weight, 50cm in any dimension or 1 cubic foot in volume.

4.5. We retain the right to return to sender any post or parcels that are not collected within 1 month of our receipt.

4.6. No warranties are given for the availability of our staff to sign for or forward mail delivered to the Premises outside Regular Business Hours.

4.7. We are not able to forward, or scan any post that we receive.

## 5. Print/Copy Services

5.1. Print/copy credit bundles can be purchased at any time and will be charged to your account on a monthly basis, you can add these via the member portal or by speaking to your Membership Manager.

5.2. Printouts and copies are charged at 5p per A4 black and white print, 20p per A4 colour print, 20p per A3 black and white, 40p per A3 colour. Such costs may be updated from time to time, as notified to You by Your Membership Manager or published on our website or the Portal.

5.3. Print/copy credits cannot be rolled over from one month to another.

## 6. Meeting Room Bookings

6.1. You are entitled to use the meeting rooms located at the Premises, where available from time to time. Meeting room booking and availability can be found on the Portal.

6.2. Meeting room use will be charged in accordance with Our current price lists which can be found on the Portal, and on the Work.Life website at: [www.work.life/meetingrooms](http://www.work.life/meetingrooms). Flex Members will receive a 25% discount on all such meeting rooms fees.

6.3. In order to use our meeting room facilities, at least one member of the booking must be checked-in to the Coworking Space (in which the meeting room is located) as a Flex Session.

6.4. To improve everyone's experience of meeting room usage:

i. You must arrive on time for all meeting room bookings;

ii. if You do not arrive Your within 15 minutes of the start time of Your booking, We will move Your booking to an 'unattended meeting room booking'; and

iii. unattended meeting room bookings will not be refunded and an additional £25+VAT charge will be additionally applied.

6.5. You are able to cancel meeting room bookings up 6 hours (and up to 48 hours for the boardroom) prior to the start of Your meeting without being charged. For cancellations within 6 hours of the start of Your meeting Your booking will be moved to an unattended meeting room booking by a member of the Work.Life team and still be charged in accordance with Clause 6.4.iii.

## 7. The Portal

7.1. All Members will have access to the Portal to facilitate the Services being provided by Work.Life.

7.2. The Portal will allow each Member to:

- i. use, and purchase printing credits (including print/copy credit bundles);
- ii. book meeting rooms;
- iii. access the dashboard containing details of Your Flex Membership and any notifications and/or announcements from Work.Life;
- iv. receive messages from Work.Life;
- v. access the helpdesk; and
- vi. billing details (including how payment should be taken by Work.Life).

7.3. In addition to the above, the Portal will allow you (or if relevant, Team Leads) to access the invoices, and (again, where relevant a Members List). Where you are registered for Flex Memberships as a Company, the Team Lead is responsible for overseeing and managing the Member's in their Member's List, including ensuring all invoices are paid in respect of those Members.

7.4. Work.Life will use the Portal to notify Members of any issues affecting the Coworking Space and the Premises, and provide any relevant notices or policies (including those referred to in these Terms and Conditions) to You.

7.5. The Portal is a third-party platform managed by Work.Life's suppliers and contains an independent terms of use policy which all Members must adhere to at all times. Please ensure You and Your Members review and understand such terms of use policies.

7.6. In relation to the Portal, You confirm that You will not (and shall use Your best endeavours to ensure that anyone using your Flex Membership will not):

- i. breach the Portal's terms of use policy, as available on the Portal and updated from time to time;

ii. access, store, distribute, introduce or transmit any viruses, or any material during the course of its use of the Portal that are: (a) detrimental or damaging to the functioning or performance of the Portal; (b) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, discriminatory or offensive; (c) facilitates illegal activity or promotes unlawful violence;

iii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal; or

iv. allow any unauthorised access to, or use of, the Portal and, in the event of any such unauthorised access or use, promptly notify Work.Life.

7.7. Work.Life reserves the right, without liability or prejudice to its other rights to You, to disable Your access to the Portal in the event that You breach the provisions of this clause 7, or the Portal's terms of use policy.

## 8. Rules and Regulations

8.1. You agree to check-in when you arrive at the Premises and check-out out at the end of each Flex Session. If you fail to check-in but are found to be using the Coworking Space (or the Premises generally), We have the right to charge you the daily cap.

8.2. Use of the Premises is subject to sufficient space being available to accommodate safely and comfortably the members wishing to use the space at any one time. We will determine the capacity levels at our sole discretion.

8.3. You are not entitled to bring in guests under your membership without booking a meeting room. If you do require your guests to use non-meeting room facilities, they will need to purchase a day pass at our front desk.

8.4. If you do bring a guest to the Premises in accordance with the above, you undertake that:

i. You will be present with such guest at all reasonable times during their visit;

ii. the guest leaves the Premises with You and, for the avoidance of doubt, at the same time as You;

iii. You will be responsible for the actions of Your guests at all times;

iv. You will be responsible for ensuring that Your guests are aware of and agree to be bound by these Conditions;

v. any breach of these Terms and Conditions by a guest will be treated as if You have committed such breach;

vi. Your guests will sign in and out at the front desk every time they enter and leave the Premises;

vii. You will notify Your Membership Manager of any guests at the Premises no later than 12 hours prior to such guests attendance at the Premises; and

viii. You and Your guests will comply with the most up to date version of Work.Life's guest policy, as made available by Work.Life, or on the Portal, from time to time. Work.Life reserves the right to charge if the guest policy is not adhered to.

8.5. We reserve the right, at Our sole discretion, to grant or refuse access to the Premises to any guest at any time. For the avoidance of doubt, no prior acceptance of a guest's access will be considered future consent to access, regardless of whether such access is ongoing or occasional.

8.6. 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 users or any neighbouring premises.

8.7. You will not alter or install any wiring, IT or telecommunications connections in the Premises, or around the Coworking Space, without permission from Us.

8.8. You will maintain the facilities in their existing condition and notify Us immediately should any damage occur. You will be responsible for any damage that You or your guests cause to any such facilities.

8.9. You will use the facilities in a way that regards the rights and interests of other members, this includes but is not limited to; noise levels, the amount of space You are utilising, and your use of the wireless connection.

8.10. You will not do anything which might invalidate any insurance policy covering part of a building or which might increase the premium. A copy of our insurance policy is available on request.

8.11. You are entirely responsible for safety of your property and possessions while using the Premises and all such items must be removed when you leave each day, except for property stored in the pre-paid lockers provided. Property left in the pre-paid lockers is still your responsibility. We accept no responsibility for any loss or damage to Your or any visitor's property while using the Premises whether caused by negligence or otherwise.

8.12. You should maintain insurance for your personal property. Such items are not covered under Our insurances.

8.13. You must not allow Your member card 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.

8.14. 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 card(s) to any third party. If You lose Your key or member card, We can arrange for a replacement at £10+VAT per member card.

8.15. You will not use the name “Work.Life” or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior consent.

8.16. You will not take or copy information belonging to other members or their guests without their permission.

8.17. You will not bring pets or animals into the Premises without Our prior written consent, with the exception of guide/ hearing dogs, in accordance with Our pet policy (which can be found on the Portal). Any violation of Our pet policy, will result in an automatic ban on any future consent to bring pets or animals to the Premises;

8.18. It is Your responsibility to ensure You and Your employees are aware of the health and safety risks and take adequate care when at the Premises. Please see our Health & Safety noticeboard for our policies and fire evacuation documents to make sure you are aware of Work.Life’s health & safety procedures.

8.19. We have a bandwidth fair usage policy to ensure everyone has fast WiFi. In the event that excessive usage of bandwidth on a consistent basis is detected, We will contact You to propose a suitable solution. If You decide to decline the suggested solution and the excessive usage continues, We reserve the right to restrict Your access to the internet at our discretion. An example of excessive resource usage would be someone using more than 5% of the available bandwidth over a period of 24 hours.

8.20. Acceptable Use Policy (“AUP”): Work.Life does not monitor or exercise control over the content of the information transmitted or stored by our Members, and you the Member assumes all responsibility for such information. The Service may only be used for lawful purposes according to the laws of England and Wales.

8.21. Sending bulk unsolicited email and violations of system or network security are prohibited. Activities which demonstrably incite denial-of-service attacks (for example the use of “bots” or “flaming” – general anti-social behaviour in online forums etc) are prohibited. Use of the Service for illegal sharing or distribution of software and other intellectual property is prohibited.

8.22. For the avoidance of doubt, you agree and acknowledge that you are equally bound by these Terms and Conditions, in particular the rules and regulations set out in this clause 8, regardless of whether or not you are connected to a Company within your Flex Membership.

## 9. Flex Charges

9.1. Flex Charges and any additional charges in accordance with the Agreement, shall be paid daily in arrears (invoices are generated and sent daily for the previous day's charges).

9.2. Payments are made by Direct Debit only, unless otherwise agreed in writing.

9.3. Please check the hourly charge, daily charge and daily cap on our website (work.life/workspace/flex) as these can differ by location of each Premises.

9.4. Flex Members are charged accordingly:

i. There is an initial set up fee of £25 +VAT;

ii. Sessions are charged per 15 minutes;

iii. A daily cap will be applied during a Regular Business Day. For example, if a user spends £42 at the Premises in one session, and the daily cap is £35, then a £35 maximum charge will be billed. Daily caps differ per location of each Premises, all prices are on the website;

iv. A minimum spend or charge of £20 is charged at the start of your billing cycle and applied to your account as "credit" to be used against the invoices that month. The credit is only valid for one month from the day of when it was billed;

v. The minimum spend or charge does not take into account spend on printing, meeting rooms, virtual office, or any other extra spend; and

vi. All Flex Charges and other payments are exclusive of VAT which is payable in addition.

9.5. Where you are signed up for the Flex Membership as part of a Company, the Company will be responsible for payment of your Flex Charges. In the event you are not added to the specified Company's Member's List you will remain liable, and will be charged, for all Flex Charges until such Company has added you to their Member's List.

9.6. Where you are signed up for the Flex Membership as a Company, and have authorised individuals to sign up as party of your Company, you will be responsible for payment of all charges incurred by the individuals set out in your Member's List. You warrant to us that the Company agrees to be liable for all charges incurred by the individuals noted your Member's List.

9.7. It is the responsibility of You (and the Company) to ensure that anyone for whom you will be making payments is added promptly to Your Member's List, to prevent that person from being charged individually.

10. Late Payments

10.1. You are responsible for ensuring that invoices (for You or of any members selected to be paid by You under your account) are settled by Direct Debit.

10.2. If Your bank account, or the bank account details change, it is Your responsibility to update Your payment method by notifying the Membership Manager of the change without delay, and ensure the accuracy of such details at all times.

10.3. If payment via direct debit, credit or debit card (or any other agreed payment method) fails on more than two occasions, We may require You to pay an additional administrative fee of £50+VAT in respect of each payment attempt thereafter.

10.4. Work.Life reserves the right to immediately charge Your card in the event that any invoice has not been paid as of the applicable due date.

10.5. Work.Life reserves the right to immediately suspend Your membership and the membership of those members paid by You in the event of any unpaid invoices by You due to an invalid payment method on your account, or a rejected card transaction. In this event, You will be unable to access our Premises. We may at our absolute discretion terminate Your membership.

10.6. Work.Life further reserves the right to pursue any and all remedies available to it under applicable law, including reporting you to applicable credit reporting agencies, in the event of any unpaid invoices hereunder.

10.7. Re-establishing your account after full payment of late Fees shall be at Work.Life's sole discretion. All late payments shall bear interest at 8% per month plus Bank of England Base Rate. 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.

10.8. We will ask you to charge your outstanding balance to a payment method of your choice. If this payment method is declined, please add a new payment profile and try again. Reach out to your bank to ensure your payment method is valid.

## 11. Termination

11.1. You are able to cancel the Flex Membership yourself via your Work.Life account at any time with immediate effect.

11.2. You can upgrade Your membership plan at any time by speaking to your Membership Manager or online (e.g. to upgrade from Flex to Unlimited membership) and a pro-rata amount will be calculated for the remaining period of the next membership period on the new membership plan and then charged upon upgrading.

11.3. Upon cancelling your Flex membership any credit (representing your monthly minimum spend) will be removed immediately and will not be deducted from current

sessions or unpaid invoices. For credit to be used you must be an active member at the point your invoice is issued and charged.

11.4. We shall be entitled to terminate the Agreement: (i) immediately by written notice in the event You are in breach of these Terms and Conditions, or (ii) otherwise for convenience at any time upon providing 1 months' written notice to You. 11.5. Termination of the Agreement 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.

11.6. Following termination of the Agreement, we will be entitled to dispose of any of your property remaining at the Premises that has not been collected within 1 month of termination, and will be entitled to 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 the Agreement we will not forward or hold (for any period) any mail.

11.7. If You use Our Registered Business Address service, You warrant that You will immediately, and no later than within 48 hours of termination or expiry, (i) change Your address at Companies House and (ii) remove any Work.Life addresses from Your website.

## 12. Miscellaneous

12.1. Changes to these Terms and Conditions: We reserve the right to review and alter these Terms and Conditions (as well as any Flex Membership, Flex Charges and any other charges) for any reason, including to reflect the changing needs of the business and to comply with new legislation. All changes will be e-mailed to Members and/or posted on Our website 28 days prior to them taking effect. You will be bound by the new terms from the effective date (as notified).

12.2. Notices: Any notice or other communication given under these Terms and Conditions can be in writing and delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the address given by You in your online application, published on (or sent via) the Portal, or sent by email (i) by us to the email address You have registered with us from time to time, or (ii) by You to our email address stated in the Flex Membership. For the avoidance of doubt, a notice or other communication given under these Terms and Conditions may be given by e-mail or where published on (or sent via) the Portal.

12.3. INDEMNITY: PLEASE READ CAREFULLY: You agree to indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from these Terms and Conditions (or

the Agreement generally) and any breach of your obligation contained in these Terms and Conditions and the exercise of any rights given by these Terms and Conditions.

12.4. Liability: 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 employees, customers or invitees or for damage to any property of theirs or for any losses or damages or other liability incurred by them in the exercise or purported exercise of the rights granted by the Agreement.

12.5. Losses: We cannot accept liability for any loss of business, data, etc. by reason of interruption of or failure to provide services when we are carrying out maintenance or due to matters outside of our control.

12.6. Status: The Agreement, the Flex Membership and the use of the Premises does not create any landlord and tenant relationship between You and us.

12.7. Third Party Rights: The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

12.8. Assignment: You shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights and obligations under the Contract without Our prior written consent.

12.9. Entire Agreement: The Agreement, and the documents referred to herein, constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements. The Agreement may not be altered except as may be agreed by You and Us in writing or as permitted by the Agreement.

12.10. Remedies: 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 the Agreement.

12.11. Severance: If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

12.12. Data Protection: We process all personal data provided by You to Us in accordance with Our privacy policy (<https://work.life/privacy>), a copy of which is available on request and can also be found on the Work.Life website and the Portal. The

parties shall comply at all times comply with their data protection obligations as set out in the Data Protection Act 2018.

12.13. Force majeure: Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.14. Software: In order to utilise all (or certain) functionalities offered by Us, it may be necessary to install software onto your or your employees' computer. In addition, from time to time at your request We, or our sub-contractor, may help troubleshoot problems You may have in trying to access certain functionalities such as printing or accessing the internet. You agree that We or our sub-contractor shall not be responsible for any damage to Your computer system relating to such technical support or downloading and installation of any software; We do not assume any liability or warranty in the event that any manufacturer warranties are voided; and offer no verbal or written warranty either expressed or implied regarding the success of any such technical support.

12.15. Governing Law: The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

12.16. Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation.

## Work.Life Meeting Rooms

### Terms and Conditions

#### 1. Introduction

1.1 These are the terms and conditions which shall apply to the use of Work.Life Meeting Rooms

1.2 By proceeding with Your Booking You agree to accept these Terms and Conditions.

#### 2. Definitions

2.1 In these Terms and Conditions, the following definitions shall apply in there Terms:

Booking means Your booking of a Meeting Room.

Booking Confirmation means the booking confirmation sent to You following Your request for a Booking;

Regular Business Day means Monday-Friday, excluding Bank Holidays.

Cancellation Fee means any Fee payable in connection with the cancellation by You of a Booking;

Equipment means equipment available to You to use for the duration of a Booking;

Fees means our fees for the provision of Services to You including the amounts payable for the hiring of Meeting Rooms and for any additional Services provided to You and any Cancellation Fees;

Invoice means any invoice sent to You in connection with the supply by us of Services to You;

Meeting Rooms means furnished office space for You to use on a temporary basis for conferences or meetings or other similar commercial purposes at any of the Premises;

Premises means any building or property owned or managed by us, by any other company in our group, or by any associated company containing Meeting Rooms which are the subject of a Booking;

Services means the making available by us to You of Meeting Rooms-

Terms and Conditions means these terms and conditions;

Website means our Website at through which Your Booking is to be made.

We, our and us shall be deemed to include references to Work.Life, the Premises containing the Meeting Rooms;

Work.Life means Work.Life Holdings Limited or any of its subsidiaries or group companies.

You and Your references to Yourself and to any persons permitted or invited by You to use the Meeting Room.

Catering means food provided by our trusted catering partner, City Pantry. We do not assume liability of responsibility for City Pantry's actions.

### 3. Bookings

3.1 Meeting Rooms are booked by You submitting Your Booking on the Website, via telephone or by attending the front desk of any of our Premises.

3.2 We will send You a Booking Confirmation [by email] recording the details of that Booking. By proceeding with Your Booking, You agree to be bound by these Terms and Conditions.

3.3 You will need to pay for Your Booking in accordance with paragraph 4 below (as applicable). You will not have access to the Meeting Room until the booking is paid for

(if payment is not received 48 hours prior to Your Booking We reserve the right to cancel Your Booking without further notice ).

3.4 If You do not vacate the Meeting Room by the agreed time We reserve the right to make additional charges for the Booking.

#### 4. Catering

We have chosen City Pantry as a trusted partner to provide catering for meeting room bookings, however, we do not assume liability or responsibility for any of City Pantry's actions.

4.1 If You are ordering catering in advance (over 48-hours) a 50% deposit will be charged to You at the time of ordering.

4.2 We are unable to take orders for meeting room bookings happening within the next 24 hours.

4.3 If You are ordering within 24-48 hours of the meeting room booking you must pay 100% of the cost at the time of booking and You will not be offered any refund if the booking is then later cancelled.

4.4 To get a full refund You must cancel 48-hours prior to the booking. If You miss the cancellation window your deposit will not be refunded.

4.5 If You are eligible for a refund, We will refund you within 14 days of your cancellation date.

4.6 If Your payment is declined or failed this may result in an incomplete food order and therefore your food will not be delivered on the day.

4.7 You agree to leave the meeting room clean of any food or drink and clear of any rubbish once you have finished.

#### 5. Fees and Payments

5.1 The Fees payable for a Booking (which exclude VAT) will be the prices set out on the Website;

5.2 At the time of Booking You will be required to pay a 20% non-refundable deposit for the Booking;

5.3 48-hours prior to the Booking the remaining balance will be taken automatically from Your account. If payment is refused we will make a second attempt to take payment and if it refused again your Booking will be cancelled automatically

5.4 If You wish to amend Your Booking there will be a Fee charged of 20% of the initial Booking Fee (See Paragraph 5);

5.5 You must pay for the Booking by card at the time that each Booking is made via our payment service provider;

5.6 In the event that You require any additional Services that are notified to us following the date that You make Your Booking, any Fees in respect of such Services shall be payable at the time such Services are requested;

5.7 If You wish to make any change to Your Booking, You can do so by notifying a Work.Life team member, either at the front desk at the Premises where Your Booking was made, in person or by telephone to Work.Life. Please notify us of any changes as soon as possible. We will let You know if the change is possible and, if it is possible, We will let You know about any changes to the Fees payable in respect of such Booking or anything else which would be necessary as a result of Your requested change. We will then ask You to confirm whether You wish to go ahead with the change. If You do not wish to go ahead with the change, Your Booking shall remain unaltered unless You wish to cancel Your Booking.

5.8 If You wish to go ahead with amending the Booking a Fee of 20% of the original Booking Fee will be charged.

5.9 In the event that the original venue is unavailable we reserve the right to change the allocated and confirmed Meeting Room to an alternative room of similar size and quality to the one originally booked if possible within the Premises otherwise within another Work.Life location.

5.10 There may be occasions where, due to circumstances beyond our control the Services may be affected. We reserve the right to make any changes necessary to Your Booking until such time as We are able to resume normal performance.

5.11 If We need to change Your Booking, We shall notify You of such change as soon as possible and You shall be entitled to cancel Your Booking accordingly. In such an instance, no Cancellation Fee shall be payable by You in accordance with paragraph 5.

## 6. Cancellation

6.1 If You need to cancel the Booking made by You, the Cancellation Fees set out in this paragraph 5 shall apply.

6.2 Cancellations can be made by contacting a Work.Life team member at the front desk of the Premises where Your Booking was made, by telephone or by email.

6.3 In the event that you cancel your booking more than 2 Regular Business Days or more prior to the date of a Booking, no Cancellation Fee shall be payable, however the 20% security deposit is still non-refundable in this circumstance.

6.4 In the event that you cancel your booking less than 48 hours prior to the date of a booking, a cancellation fee equal to the total fee for that booking shall be payable.

## 7. Use of Meeting Rooms & Equipment

7.1 You will use the Meeting Rooms and Equipment strictly for the purpose of and in accordance with the details and length of time for Your Booking.

7.2 You will not use the Meeting Rooms or the Equipment to carry out 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 users or any neighbouring premises.

7.3 You will maintain the Meeting Room in its existing condition and notify us immediately should any damage occur. You will be responsible for any damage that You and/or Your Guests cause to the Meeting Room, Equipment or the Premises.

7.4 You will give us adequate advance warning of any unusual activities taking place within the Meeting Rooms. We reserve the right to refuse such activities taking place should they be deemed to interfere with other clients.

## 8. Our Disclaimer and Limitation of Liability

8.1 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 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.

8.2 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 the Contract.

8.3 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.

## 9. Governing Law and Jurisdiction

The Contract is 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 the Contract or its subject matter or formation (including no contractual disputes or claims).

## Event Space – Terms & Conditions

### 1. Introduction

1.1 These are the terms and conditions which shall apply to the use of Work.Life Event Space.

1.2 By proceeding with Your Booking You agree to accept these Terms and Conditions.

### 2. Definitions

2.1 In these Terms and Conditions, the following definitions shall apply.

Terms:

Booking means Your booking of a Work.Life Event Space.

Booking Confirmation means the booking confirmation sent to You following Your request for a Booking;

Regular Business Day means Monday-Friday, excluding Bank Holidays.

Cancellation Fee means any Fee payable in connection with the cancellation by You of a Booking;

Equipment means equipment available to You to use for the duration of a Booking;

Fees means our fees for the provision of Services to You including the amounts payable for the hiring of Event Space and for any additional Services provided to You and any Cancellation Fees;

Invoice means any invoice sent to You in connection with the supply by us of Services to You;

Event Space means furnished office space for You to use on a temporary basis for conferences or meetings or other similar commercial purposes at any of the Premises;

Premises means any building or property owned or managed by Work.Life, by any other company in our group, or by any associated company containing Event Space which are the subject of a Booking;

Services means the making available by us to You of Event Space –

Terms and Conditions means these terms and conditions;

Website means our Website at through which Your Booking is to be made.

We, our and us shall be deemed to include references to Work.Life, the Premises containing the Event Space;

Work.Life means Work.Life Holdings Limited or any of its subsidiaries or group companies.

You and Your references to Yourself and to any persons permitted or invited by You to use the Event Space.

### 3. Bookings

3.1 Event Spaces are booked by You submitting Your Booking on the Work.Life Website, via telephone or by attending the front desk of any of our Premises.

3.2 We will send You a Booking Confirmation [by email] recording the details of that Booking. By proceeding with Your Booking, You agree to be bound by these Terms and Conditions.

3.3 You will need to pay for Your Booking in accordance with paragraph 4 below (as applicable). You will not have access to the Event Space until the booking is paid for (if payment is not received 48 hours prior to Your Booking We reserve the right to cancel Your Booking without further notice).

3.4 If You do not vacate the Event Space by the agreed time, We reserve the right to make additional charges for the Booking.

### 4. Fees and Payments

4.1 At the time of Booking You will be required to pay a 50% non-refundable deposit for the Booking;

4.2 48-hours prior to the Booking the remaining balance will be taken automatically from Your account. If payment is refused, we will make a second attempt to take payment and if it refused again your Booking will be cancelled automatically;

4.3 If You wish to amend Your Booking there will be a Fee charged of 20% of the initial Booking Fee (See Paragraph 5);

4.4 You must pay for the Booking by card at the time that each Booking is made via our payment service provider;

4.5 In the event that You require any additional Services that are notified to us following the date that You make Your Booking, any Fees in respect of such Services shall be payable at the time such Services are requested;

4.6 If You wish to make any change to Your Booking, You can do so by notifying a Work.Life team member, either at the front desk at the Premises where Your Booking was made, in person or by telephone to Work.Life. Please notify us of any changes as soon as possible. We will let You know if the change is possible and, if it is possible, We will let You know about any changes to the Fees payable in respect of such Booking or anything else which would be necessary as a result of Your requested change. We will then ask You to confirm whether You wish to go ahead with the change. If You do not wish to go ahead with the change, Your Booking shall remain unaltered unless You wish to cancel Your Booking.

4.7 If You wish to go ahead with amending the Booking a Fee of 20% of the original Booking Fee will be charged.

4.8 In the event that the original venue is unavailable we reserve the right to change the allocated and confirmed Event Space to an alternative room of similar size and quality to the one originally booked if possible, within the Premises otherwise within another Work.Life location.

4.9 There may be occasions where, due to circumstances beyond our control the Services may be affected. We reserve the right to make any changes necessary to Your Booking until such time as We are able to resume normal performance.

4.10 If We need to change Your Booking, We shall notify You of such change as soon as possible and You shall be entitled to cancel Your Booking accordingly. In such an instance, no Cancellation Fee shall be payable by You in accordance with paragraph 5.

## 5. Cancellation

5.1 If You need to cancel the Booking made by You, the Cancellation Fees set out in this paragraph 5 shall apply.

5.2 Cancellations can be made by contacting a Work.Life team member at the front desk of the Premises where Your Booking was made, by telephone or by email.

5.3 In the event that You cancel Your Booking more than 2 Regular Business Days or more prior to the date of a Booking, no Cancellation Fee shall be payable, however the 50% security deposit is still non-refundable in this circumstance.

5.4 In the event that You cancel Your Booking less than 48 hours prior to the date of a Booking, a Cancellation Fee equal to the total Fee for that Booking shall be payable.

## 6. Use of Event Space & Equipment

6.1 You will use the Event Space and Equipment strictly for the purpose of and in accordance with the details and length of time for Your Booking.

6.2 You will not use the Event Space or the Equipment to carry out 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 users or any neighbouring premises.

6.3 You will maintain the Event Space in its existing condition and notify us immediately should any damage occur. You will be responsible for any damage that You and/or Your Guests cause to the Event Space, Equipment or the Premises.

6.4 You will give us adequate advance warning of any unusual activities taking place within the Event Space. We reserve the right to refuse such activities taking place should they be deemed to interfere with other clients.

## 7. Our Disclaimer and Limitation of Liability

7.1 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 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.

7.2 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 the Contract.

7.3 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.

#### 8. Governing Law and Jurisdiction

The Contract is 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 the Contract or its subject matter or formation (including no contractual disputes or claims).