

1. This Agreement

1.1 Agreement: The Provider agrees to provide during standard business hours meeting rooms, videoconferencing and all types of day offices, and access to the common areas of the Centre including toilets, business lounge and copy points on an ad hoc basis. Standard business hours differ by centre and by country and can be obtained upon request.

1.2 Applicable law: This agreement is interpreted and enforced in accordance with the law of the place where the relevant Centre is located. The Provider and the Client both accept the exclusive jurisdiction of the courts of such jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force. In the case of Japan all agreements will be interpreted and enforced by the Tokyo District Court, and in the case of France, any dispute regarding this agreement will be settled by the relevant courts of the Paris jurisdiction.

2. Use

2.1 Providing the Facilities: The Provider has the right to suspend the provision of the service for reasons of political unrest, strikes or other events beyond our reasonable control.

2.2 Business Name: The Client must not use the name of the Provider in any way in connection with its business.

3. Compliance

3.1 Comply with the law: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Business Centre. The Client must not do anything that may interfere with the use of the Centre by the Provider or by others, cause any nuisance or annoyance, increase the insurance premiums the Provider has to pay, or cause loss or damage to the Provider (including damage to reputation) or to the owner of any interest in the building which contains the Centre the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in the Provider's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling the Provider to terminate this agreement, without further notice or procedure. The Provider confirms that in providing the services it has not employed or used any labour in contravention of the requirements of any anti-slavery laws.

3.2 Comply with House Rules: The Client must comply with any House Rules which the Provider impose generally on users of the Centre whether for reasons of health and safety, fire precautions or otherwise. Such rules are developed and/or imposed for the safety of the Provider's Clients and to protect their use of the Centre as a place of work. The House Rules vary from Centre to Centre and these can be requested locally.

3.3 Employees: While this agreement is in force and for a period of six months after it ends, neither the Provider nor the Client may knowingly solicit or offer employment to any of the other's staff employed in this Centre. This obligation applies to any employee employed at the Centre up to that employee's termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of six months'salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

3.4 The Provider may collect and process personal data from and of the Client to administer contractual relationship, ensure compliance with applicable laws and regulations, and enable the Provider to provide its services and to manage its business. The Client acknowledges and accepts that such personal data may be transferred or made accessible to all entities of the Provider's group, wherever located, for the purposes of providing the services herein.

4. The Provider's Liability

4.1. The Provider is not liable for any loss resulting from the Provider's failure to provide any services unless the Provider does so deliberately or is negligent. The Provider is also not liable for (i) any service failure until the Client has told the Provider about it and has given a reasonable time to put it right or (ii) if the meeting room becomes permanently unavailable (in which case the Provider will try to find an alternative venue). The Provider will be liable without limit for personal injury or death; up to a maximum of 125% of fees paid under this agreement up to the date on which the claim in question arises or £5,000 or local equivalent (whichever is the higher), in respect of all other losses, damages, expenses or claims. The Client accepts responsibility for their equipment whilst on the premises and the Client is liable at all times for the loss or damage to any of the Provider's equipment.

5. Fees

5.1 Payment Terms: The Fee is the total of the product charges and additional services quoted at the time of booking. A credit card must be provided against the relevant product and additional service fees where a pre-approved account is not available. These fees will be charged upon confirmation of the booking. For those locations where advance payment is not available, payment will be made upon departure on the day of use. Pre-approved credit accounts must be paid by the due date on the invoice. In the event of a breach of these terms, credit facilities will be revoked.

5.2 Standard services: Use of all services are subject to availability. Any additional charges for use of additional services at a centre (such as typing or photocopying) plus VAT / Tax, will be deducted from the Client's credit card or charged to the Client's corporate account (if applicable) at the rate on the day of use. These rates are available upon request at any time.

5.3 Late payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its accommodation) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.

5.4 Insufficient Funds: The Client will pay a fee for any returned cheque or any other declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.

6. Cancellation Policies

6.1 The below rules apply to Meeting Room, Videoconferencing and all types of Day Office Bookings. The cancellation policy is based on two factors: (i) Size of the room (ii) Notice period given.

6.1.1 If the room is a 1-10 workstation room, clients are entitled for a full refund, when the cancellation is made 5 days or more in advance of the event date. No refund will be given for less than 5 days notice, if the room size is 10 or less workstations.

6.1.2 If the room is a 11-20 workstation room, clients are entitled for a full refund, when the cancellation is made 10 days or more in advance of the event date. No refund will be given for less than 10 days prior to the event date, when the room size is 11 or more workstations.

6.1.3 If the room is a 21+ workstation room, clients are only entitled for full refund, when the cancellation is made 20 days or more in advance of the event date. No refund will be given for less than 20 days, when the room size is greater than 21 workstations.

6.2 If a cancellation is made within two hours of the booking creation, cancellation fee is zero. However, this policy do not apply for same day bookings.

6.3 Any services that the Provider is charged for by third parties on the Client's behalf will be charged through to the Client regardless of the above cancellation policy.

6.4 If a booking is for a multiple or consecutive days, the cancellation policy applies to each individual day within the booking

6.5 Number of days noted in the above rules are business days based on the country and centre it was booked into. The count of days above excludes the day of the booking itself.

7. Changes in Terms

7.1 The Provider reserves the right to amend these terms and conditions at any time.

8. Discounts, Promotions and Offers

8.1 If the Client benefited from a special discount, promotion or offer, the Provider may discontinue that discount, promotion or offer without notice if the Client materially breaches these terms and conditions.