

## 1. This Agreement

- 1.1 Agreement: We agree to provide during standard business hours meeting rooms, videoconferencing, day offices as booked by You. Standard business hours differ by centre and by country and can be obtained upon request.
- 1.2 Applicable law: An agreement is interpreted and enforced in accordance with the law of the place where the Centre is located other than in a few specific jurisdictions which are detailed in the House Rules. We and You both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions are held void or unenforceable under the applicable law, the other provisions shall remain in force.

## 2. Use

- 2.1 Providing the Facilities: We have 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: You must not use our name in any way in connection with Your business.

## 3. Compliance

- 3.1 Comply with the law: You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Centre by Us or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from the Centre, or You are or become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.
- 3.2 Comply with House Rules: You must comply with any House Rules which We 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 Our 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: We will both have invested a great deal in training Our staff, therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in the Centre (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned.
- 3.4 Data protection:
  - 3.4.1 Each party shall comply with all applicable data protection legislation. The basis on which we will process Your personal data is set out in our privacy policies (available on our website at [www.iwgplc.com /clientprivacypolicy](http://www.iwgplc.com/clientprivacypolicy)).
  - 3.4.2 You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.

## 4. Our Liability

- 4.1 We are not liable for any loss resulting from Your failure to provide any services unless We do so deliberately or are negligent. We are also not liable for (i) any service failure until You have told Us about it and given Us a reasonable time to put it right or (ii) if the meeting room becomes permanently unavailable (in which case We will try to find an alternative venue). We 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. You accept responsibility for your equipment whilst on the premises and You are liable at all times for the loss or damage to any of our 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 Your credit card or charged to Your corporate account (if applicable) at the rate on the day of use. These rates are available upon request at any time.

- 5.3 **Booking fee:** A booking fee will be applied when booking a Meeting Room, Day Office or Day Coworking through an IWG Agent or Community Team Member. Bookings made online by You will not be subject to a booking fee. Booking fees vary by country but are available upon request. Once a booking is confirmed the booking fee is non-refundable.
- 5.4 **Late payment:** If You do not pay fees when due, an additional fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If You dispute any part of an invoice You must pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying You access to the Centre where applicable) while there are any outstanding fees and/or interest, or You are in breach of an agreement.
- 5.5 **Insufficient Funds:** You 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, 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, You are entitled to a full refund, when the cancellation is made 10 days or more in advance of the event date. You are entitled to a 50% refund, when the cancellation is made 5 – 9 days 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, You are entitled to a full refund, when the cancellation is made 20 days or more in advance of the event date. You are entitled to a 50% refund, when the cancellation is made 10 – 19 days 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, You are only entitled to a 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 booking is changed to a different day within the cancellation period, a change fee may apply. This fee varies by country and is available upon request.
- 6.3 If a cancellation is made within two hours of the booking creation, then you are entitled to a full refund. However, this policy does not apply for same day bookings.
- 6.4 Any services that We are charged for by third parties on Your behalf will be charged through to You regardless of the above cancellation policy.
- 6.5 If a booking is for multiple or consecutive days, the cancellation policy applies to each individual day within the booking.
- 6.6 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 We reserve the right to amend these terms and conditions at any time.

## **8. Discounts, Promotions and Offers**

- 8.1 If You benefited from a special discount, promotion or offer, We may discontinue that discount, promotion or offer without notice if you materially breach these terms and conditions.