

Terms and Conditions.



Rooms.

We, Rooms, agree to provide services to you which are subject to the following Terms and Conditions (T&Cs). The Rooms reserves the right to update the T&Cs at any time without notice to you. Rooms membership application does not create a tenancy but a prepaid usage licence to use the provided amenities on a monthly or casual basis.

Description of Services

Rooms may provide you with access to office space, workstations, internet access, office equipment, conference space, meeting rooms and other services (collectively, "Services"). The Services always are subject to the T&Cs. Rooms reserve the right to withhold services (including, for the avoidance of doubt, denying access to the workspace) if there are any outstanding fees and/or interest due to Rooms or you are in breach of any other material terms of this agreement.

No Unlawful or Prohibited Use

You will not use the Services for any purpose that is unlawful or prohibited by these Terms Conditions and notices.

You may not use the Services in any manner that could damage, disable, overburden, or impair any Rooms server, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to gain unauthorised access to any Services, or accounts, computer systems or networks connected to any Rooms server or to any of the Services, through hacking, password mining or any other means.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby represent and warrant that you have all requisite legal power and authority to enter and abide by the terms and conditions of these T&Cs and no further authorization or approval is necessary.

You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

Terms of service

You agree that when participating in or using the Services, you will not:

- Use the services for anything over the permitted usage within your membership package
- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise)
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material, or information on or through Rooms servers
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not

as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same

- Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party
- Upload files that contain viruses, Trojan Horses, worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another co-worker
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner
- Restrict or inhibit any other user from using and enjoying the Services
- Jeopardise the security of the building if you are a key/fob holder, you will be responsible for:
 - the security of the doors and spaces accessed
 - securing the building if you believe you are the last person on the premises or any time after 6pm
 - Ensuring you fully understand the key-holder responsibilities paying a £50 + VAT fine, per key/fob, if any are lost or unreturned
- Violate any code of conduct or other guidelines which may be applicable for any Service:
 - You will keep the workspace free of litter
 - You will not display any advertisement, signboard, nameplate, inscription, flag, banner, placard, poster, sign or notice within the Workspace without express permission of Rooms
 - You will not obstruct any common parts of the building
- Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party
- Violate any applicable laws or regulations or create false identity for the purpose of misleading others

Renewals and Terminations

This Agreement is automatically renewed at the end of each period with consent of each party.

The T&Cs must always be adhered to. Failure to follow T&Cs can result in non-renewal or even early termination of the usage license. Rooms reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&Cs. This includes non-payment or violation of the space rules. If this happens, Rooms will refund any amounts paid for unused periods that remain after deducting any pending charges, on a pro rata basis.

Members may terminate this Agreement by giving a written notice of termination no less than 30 days before the end of this agreement. Termination shall be in effect as of the end of that calendar month. Should the Member not provide timely notice of termination to Rooms then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

Invoicing and Payment

The member is automatically invoiced monthly in advance based on their membership option. Payment is required at the beginning of the month for that period, at the date specified in the

invoice. Payment for casual usage is either paid on the day of use unless other arrangement has been made with Rooms.

Rooms reserves the right at all times to disclose any information about you and or your participation in and use of the Services as Rooms deems necessary, to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part in Rooms sole discretion.

Confidentiality

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Rooms or any participant or user of the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, customers, financial and business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Rooms, any analyses, compilations, studies or other documents prepared by Rooms or otherwise derived in any manner from the confidential information that you are obliged to keep confidential or know or have reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to:

- Maintain all Confidential Information in strict confidence
- Keep your key fob and keys (if applicable) secure and return at the end of the agreement, failure to do so will result in a £50 +VAT fine, per fob/key. The fob and keys provided to you always remain the property of Rooms
- Not make copies of keys provided unless you have permission in writing from Rooms Management
- Not to disclose Confidential Information to any third parties
- Not to use the Confidential Information in any way directly or indirectly determined to Rooms or any participant or user of the Services
- Whilst the agreement is in place and for following 6 months after it ends, solicit, or offer employment to any of Rooms staff

All Confidential Information remains the sole and exclusive property of Rooms or the respective disclosing party. You acknowledge and agree that nothing in our T&Cs or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of Rooms or any participant or user of the Services.

Participation in or Use of Services

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Rooms does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

Children and Animals

Although we welcome well behaved dogs into the space, as in any commercial office space Rooms are not covered for the risks and liabilities associated with animals or children. Therefore, the presence of either is at your own risk and those of their carers/owners. Rooms reserves the right to deny permission of children and animals based on member's feedback.

Disclaimer of Warranties

To the maximum extent permitted by the applicable law, Rooms provides the Services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including but not limited to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence.

Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality or arising out of participation in or the use of the services, remains with you.

Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall Rooms or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Rooms and even if Rooms have been advised of the possibility of such damages.

Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Rooms or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten pounds (£10.00). The foregoing limitations, exclusions and disclaimers, including the previous sections, shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Non-Disparagement

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Rooms, or any of Rooms officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

Indemnification

You release, and hereby agree to indemnify, defend and save harmless Rooms and Rooms subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, wilful misconduct and fraud in connection with the participation in or use of the Services.

You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any legal fees and costs incurred by Rooms or its respective officers and agents in connection with the defence of such claim or lawsuit.

Severability

In the event that any provision or portion of this T&Cs is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&Cs shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Insurance

Rooms carries Professional Liability and Business Personal Property insurance.

As a user, you are not required but it is strongly suggested that you carry a renters insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Rooms.

Code of Conduct

It is of the utmost importance that our members are happy and comfortable in their working environment.

The Member (Licensee) will not compromise the Building or its protection from fire, flood, gas, electricity or weather. The Licensee will not compromise the building security or the security of the spaces therein and will ensure that all reasonable measures are taken to safeguard the Rooms buildings, occupants and the occupants possessions. At no time should security locks be bypassed or left in an open position and external doors should never be propped open whilst unattended.

To ensure that the Rooms community continues to thrive we expect our members to conduct themselves in a certain way. Work in the space with respect for your neighbours and co-workers. If you move things around in the communal spaces, then please return them to their original location. Tidy up after yourself.

Be conscious of your behaviour around others, respect your neighbours and co-workers and understand that there may be differences along the way but embrace those differences because that's the joy of coworking! Be respectful to those around you in relation to noise levels and help to save the planet by recycling as much as you can.

Talk to others, we do not enforce you to join in with every community event or force collaboration but being open to having conversations and meeting new people is important to the success of the space. Working is great but talking is fun!

Grow your business and yourself with the support of those around you. Support local businesses as much as possible. You never know who you will meet in the space so use the community forum and events to meet people, learn something new and open your mind.

Any guest must always be accompanied by a member. A guest must be listed in the Guest Register before using any of the amenities. The inviting member will always be responsible for their guest's actions. The guest register must be completed by the hosting member. It is required to record the guest's details and ensure they have understood the TOU and other requirements such as health and safety.

Declaration

I hereby acknowledge that I have read and understood the terms and conditions in this agreement and agree to be bound to the T&Cs regarding to my participation in and use of the services.

(If Applicable) As a keyholder I have read and understood the terms relating to building security in this agreement and further agree to be bound to the T&Cs regarding my responsibility as a keyholder.