

Hub Space

at The Old School House

Terms and Conditions

Document History

Version	Date	Author	Comments
1.0	01/2023	Ashley Sowerby	Initial Release
1.1	14/02/2023	Ashley Sowerby	Half Day redefined as 4 hours (was previously 3.5)
1.2	29/02/2024	Ashley Sowerby	Parking clarification and other minor terms amended
1.3	01/12/2024	Ashley Sowerby	VAT charging introduced

Introduction

This document outlines the usage terms for Hub Space @ The Old School House. As a condition of use I hereby agree to adhere to the specified terms.

Terms and Conditions

- Overview.** These Terms and Conditions (the “Terms”) describe your rights and obligations in connection use of the services provided by Hub Space (the “Services”, as further described below).
- Who we are.** Hub Space provide co-working space, meeting facilities and associated services at The Old School House, Chapel Street, Belper, Derbyshire, DE56 1AR. HubSpace is a trading style of Creative Holistic Space Limited.
- Who you are.** References to “you,” “your” and similar words in these Terms refer to the individual or entity registering for any Services and agreeing to be bound by these Terms. If you are entering into these Terms on behalf of an entity, you represent and warrant that you have all necessary right, authority and consent to bind such entity to these Terms. Also, by agreeing to these Terms, you are confirming that you are using the Services for business purposes and not as a consumer (as defined in Regulation 4 of the UK Consumer Contracts Regulations).

4. **What we do.** For the avoidance of doubt, references to “Services” in these Terms refer to your access to and use of our space in our Hub Space location and certain other related services and features we provide.
 - “Services” do not include, and we are not involved in or liable for, the provision of products or services by third parties (“Third Party Services”) that you may elect to purchase in connection with your Membership. Third Party Services are provided solely by the applicable third party (“Third Party Service Providers”) and pursuant to separate arrangements between you and the applicable Third Party Service Providers.
5. **How we might change our Services or these Terms.** The availability and scope of the Services, as well as the availability and scope of benefits we offer in relation to Third Party Services, are subject to change from time to time in our sole discretion. Without limiting the generality of the foregoing, you acknowledge that our Premises, and the Services we may offer at any of our Premises, are also subject to change from time to time. From time to time, we may also make modifications, deletions or additions to these Terms and will provide you with notice of changes to these Terms or to Services that apply to you, by emailing the last email address provided by you in your profile. Most changes will be effective immediately upon notice, except that pricing and fee changes will be effective upon your next billing period. If you don’t agree to the changes, you may opt to no longer use our services and simply return your access fob.

Membership

6. Hub Space is available to registered members only. There is no cost to register, fees are only incurred for attendance.
7. Door Access Fob. Each member is allocated a personal fob. The fob will provide building access during the hours of service. You are responsible for the security of your Fob. You must promptly notify us if you suspect your Fob has been compromised. Fobs remain our property, and you must return them immediately upon termination or expiration of your Membership. You may be charged a replacement fee for any lost or damaged Fobs.
8. Parking is provided, subject to availability on a first-come, first-served basis, within the rear Car Park at The Old School House (accessed through the Archway). Parking is only available during your attending hours and vehicles are to be removed at the end of every session.

Paying for Your Usage

9. **Payments.** By signing up for a Membership or any other Services you agree to pay us the recurring or nonrecurring fees associated with the particular Services you are purchasing, as displayed to you at the time you create your account and/or sign up for the relevant Services, or as updated by us from time to time upon notice to you.
 - You agree to accept invoices immediately upon usage or monthly in arrears
 - You agree to promptly pay such invoices within 7 days
 - You agree to pay a late payment fee for any late payments
 - If payments are not promptly made the Hub Space services will be withdrawn until the situation is rectified
10. **No refunds.** All fees are non-refundable.

11. Fees Schedule

- Hot desk rental £15.00+vat per day
 - i. Half day (under 4 hours) £7.50+vat
- Dedicated desk allocation £15.00+vat per working day per month
- Meeting room usage £10.00+vat per hour
 - ii. In addition to usual day rate
 - iii. Booking required
- EV charging
 - iv. We can provide limited charging slots based on overall attendance at The Old School House
 - v. Charging is 7KW Type2 £5.00+vat per hour
 - vi. Booking required
- Fob replacement if lost/stolen £20.00+vat
- Late Payment Fee 10% of overdue fees charged monthly

Using and Terminating the Services

12. **House Rules.** Hub Space has its own House Rules governing the expected behaviour. House Rules may be revised from time to time.

- In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests or any other third parties or any pets or property of any of the foregoing.
- Shared areas, including the Hallways, Kitchen and Canteen spaces, are not to be used for meetings, video calls, telephone calls and such like.
- Desk areas are suitable for moderate and non-disruptive meetings, video calls, telephone calls and such like.
- If guests are coming into the building, then a meeting room must be booked to accommodate them for the duration of their visit.

13. **Service Restrictions.** Your Membership is specific to you. You cannot share your account credentials or Fob with any other individual. Furthermore, you must not use any Services or any space you reserve or occupy in a “retail,” “medical,” or other nature involving frequent use by or visits from members of the public.

Hot Desks vs Dedicated Desks.

14. If you have purchased a Hot Desk, you will be provided a non-specific desk within the Hub Space office to use on an ad-hoc basis for the duration of your visit.
- The Desk should be left clear when you depart each day.
 - Desk reservations are not required nor available, provided instead on a first-come, first-served basis.

15. If you have purchased a Dedicated Desk, you will be provided with a nominated desk and charged the daily rate for each working day, regardless of attendance pattern.
 - Dedicated desks should be left tidy at the end of each day, but it is recognised that some belongings may be left behind.
16. "Regular Business Hours" are from 9:00 a.m. to 5:30 p.m. on Regular Business Days.
 - "Regular Business Days" are all weekdays, except local bank/government holidays and up to three other days of which we will inform you.
17. **Security.** You may be required to present a valid, government-issued photo identification in order to register with Hub Space. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.
18. **Conference Rooms and Workspaces.** You may request dedicated Meeting Room during Regular Business Hours, subject to payment of the applicable fees, subject to availability. Such Fees are subject to change from time to time.
19. **Mail.** There is no provision for acceptance of Mail at Hub Space. Hub Space must NOT be used in association with any business address registrations.
20. **Property.** We are not responsible for any property you leave behind in any of our Premises. It is your responsibility to ensure that you have retrieved all your personal items prior to leaving. Prior to the termination or expiration of your Membership, you must remove all of your property from Hub Space Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in any of our Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.
21. **Damage.** You may be liable (and hereby authorise us to charge you) for the repair cost for all damage to our Premises and items therein caused by you or your guests, invitees or where permitted, pets.
22. **Shared areas.** If you are accessing our space pursuant to these terms, common spaces in our Premises are to be accessed by you, and to the extent we permit, your guests, starting from the time immediately prior to your reserved time in the Premises and ending at the time immediately following your reserved time in the Premises. Shared Areas are for temporary use and not as a place for continuous, everyday work.
23. **Intellectual Property of others.** You must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, other identifiers or other intellectual property, or modified or altered versions of the same.
24. **Technology Release.** We may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with the Services. You acknowledge that your refusal to install such software may affect your ability to properly receive the Services you have purchased. We may also provide you with technical support at your request. You agree that we (a) are not responsible for any damage to any of your electronic equipment or

systems related to such technical support or software installation; (b) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to Hub Space's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.

25. **Pets.** You may only bring pets into Premises where we expressly agree on a per-case basis. You must always accompany your pet, unless it is in an enclosed space that you have reserved. You will be responsible for any injury or damage caused by any pet you or any of your employees, invitees or guests bring into any Premises. We will not be responsible for any injury to any pets. We reserve the right to restrict any member's or other individual's right to bring a pet into the Premises at any time in our sole discretion.
26. **You and other members.** We do not control and are not responsible for the actions of other members or any other third parties (including any pets). If a dispute arises between members or their invitees, guests or pets, we shall have no responsibility or obligation to participate, mediate or indemnify any party.
27. **Account termination.** If you fail, or if we suspect that you have failed, to comply with any of the provisions of these Terms, or at any other time when we in our reasonable discretion see fit to do so, we may, at our sole discretion, restrict your access to the Services and/or terminate your account with immediate effect and possibly without prior notice to you. In addition, we may decline to renew your subscription for any or all Services at the end of your subscription period for any reason or for no reason. You can cancel your account at any time, by submitting an e-Mail.

Endorsements and Testimonials

28. **Use of the HUB SPACE Name; Photos of the Premises.** You may not take, copy or use for any purpose the name "Hub Space" or any of our other business names, trademarks, service marks, logos, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any Hub Space property, without our prior written consent.

Limitations of Liability

29. **Waiver and Release of claims.** To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "Hub Space Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet ("Claims") and release the Hub Space Parties from any such Claims.
30. **We are not liable for actions of other individuals.** We do not control and are not responsible for the actions of other individuals or pets using the Services or at our Premises.
31. **We do not have liability for third party products or services.** We are not responsible for the content of these advertisements or any links, products, services or other materials

relating to any third party products, services, advertisements or other materials. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Services or any products, services or other materials relating to any advertisement.

32. Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of Hub Space to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under these Terms for the product or service from which the claim arose in the twelve (12) months prior to the claim arising. None of the Hub Space Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of the Hub Space Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

- For the avoidance of doubt, nothing in these Terms will exclude our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation or (c) any breach of any implied terms which cannot lawfully be excluded.

33. Disclaimer of warranties and implied terms. The Services are provided “AS IS”. To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.

34. Exclusions. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions and limitations above may not apply to you. In such event, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.

Indemnification

35. You agree to hold us harmless. You will indemnify and hold harmless Hub Space from and against any and all claims, liabilities, damages and expenses (“Claims”) including reasonable attorneys’ fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or pets or any of your or their actions or omissions, and Hub Space will have sole control over the defence of any such Claims. You are responsible for the actions of and all damages caused by all persons and pets that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by Hub Space, imposes any obligation upon Hub Space or does not contain a full and unconditional release of Hub Space, without our written consent. Hub Space shall not be liable for any settlement made without its prior written consent.

36. You agree to cooperate with us. From time to time, we may investigate any actual, alleged or potential violations of these Terms. You agree to cooperate fully in any of these inquiries.

You waive any and all rights against Hub Space, and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.

Governing Law; Arbitration and Class Action Waiver

37. **Governing Law.** These Terms and the transactions contemplated hereby shall be governed by and construed under the law of England and Wales, without regard to conflicts of laws provisions thereof.
38. In accordance with the International Chamber of Commerce commercial arbitration rules then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be London, England. Any claim which is not subject to arbitration pursuant to this paragraph shall be adjudicated exclusively in the English courts.
39. **Proceedings; Judgment.** The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under these Terms, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. These Terms shall be interpreted and construed in the English language, which is the language of the official text of these Terms.
40. **Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the proceeding. **You are giving up your right to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitrations.**

General Provisions

41. **What if some of these Terms are not enforceable?** These Terms as well as our House Rules and any feature-specific guidelines, terms or rules that may be posted or provided to you constitute the entire agreement between us regarding the Services and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. The failure of either party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

42. **Nature of these Terms.** Notwithstanding anything in these Terms to the contrary, these Terms in no way shall be construed as to grant you any title, lease, easement, lien, possession or related rights in our business, Premises or anything contained in our Premises. These Terms create no tenancy interest (including any security of tenure), leasehold estate, or other real property interest. Neither party will in any way misrepresent our relationship.

43. **Contacting us.** If you have any questions relating to these Terms, please contact us.

Dated: December 1st, 2024