

**THE BOUTIQUE WORKPLACE COMPANY LIMITED**

---

**MEMBERSHIP TERMS AND CONDITIONS**

---

**THE**  
**BOUTIQUE**  
**WORKPLACE COMPANY**

## 1 DEFINITIONS

We use the following definitions in these terms and conditions (**Terms**):

- 1.1 **Breakout Spaces** are those parts of the Office that we designate for use by you for the Membership Services;
- 1.2 **Contract** means the contract between us and you relating to Membership
- 1.3 **Day Pass** means a pass entitling the user to enjoy the Membership Services for one day (during normal business hours) without charge;
- 1.4 **First Payment** means the sum equal to 1 x the Monthly Payment; and any part month
- 1.5 **Matters Beyond Our Control** means anything which is reasonably beyond our control which prevents the Membership Services being exercised at any one or more Offices from time to time, including but not limited to adverse weather conditions, civil commotion, strike, lockout, the destruction of or damage to the Office, the Office being fully occupied or otherwise unable to be accessed;
- 1.6 **Membership** means membership of The Boutique Workplace Company Limited's Boutique Club and Member shall be construed accordingly;
- 1.7 **Membership Period** means the period during which you are a Member;
- 1.8 **Membership Services** means access to the Breakout Space, Tea Coffee, entry level wifi;
- 1.9 **Monthly Fee** is £70 per calendar month or such increased sum we notify you of in accordance with these terms;
- 1.10 **Office** means any of the offices within our portfolio of properties;
- 1.11 **Other Users** are the occupiers, visitors, our staff and other people using the Membership Services at any Office from time to time
- 1.12 **Payments** consist of the First Payment and all subsequent payments of the Monthly Fee
- 1.13 **Rules** means using the Membership Services in a manner that is consistent with our opinion of a courteous professional business person;
- 1.14 **We** means The Boutique Workplace Company Limited (company number 09411671) and any group company (as defined in the Landlord and Tenant Act 1954) of ours from time to time
- 1.15 **Website** is [www.theboutiqueworkplace.co](http://www.theboutiqueworkplace.co)

## 2 BACKGROUND

- 2.1 We have created this membership scheme as we want to offer our great space to like-minded people. We hope that you enjoy using the space, please do remember it is a shared space for great people and treating the space and other users with respect is very important to us.
- 2.2 We are nice people, but we won't have members who are unprofessional or running their business from breakout space 5 days a week (we will happily show you an office if that's the case). It is somewhere for you to connect, somewhere for you to catch up on emails, somewhere for you to enjoy a well-made coffee in between meetings. We didn't want to have lots of terms, but our solicitor insisted we did. We hope you enjoy the space as much as we do, and we look forward to saying hello when we see you

## 3 TERMS

### 3.1 General

- 3.1.1 Your Membership and the Contract commence on the last to occur of:
- (a) you have indicated your acceptance in the [declaration section] of the Website sign up process;
  - (b) we have received payment of the First Payment; and
  - (c) we have received a direct debit mandate, and
  - (d) we contact you to confirm your application for Membership has been accepted.
- 3.1.2 During the Membership Period you are entitled to exercise the Membership Services (subject to any Matters Beyond Our Control).
- 3.1.3 You cannot transfer Membership or the Contract to anyone else.

### 3.2 Fees

- 3.2.1 The First Payment will:
- (a) be collected from you immediately upon signup; and
  - (b) be applied in respect of one months' of Membership.
- 3.2.2 Your automatic next Payment (and automatic Payments thereafter) occurring after the First Payment will be collected by Direct Debit on each annual, quarterly or monthly anniversary of your Membership and will be applied in respect of the month, quarter or year occurring after the payment date.
- 3.2.3 All Payments are non-refundable.
- 3.2.4 If any Payment is not paid for whatever reason:
- (a) you shall pay us on demand an administration fee of £25; and
  - (b) we can (at our discretion) suspend or terminate your Membership immediately upon notice and/or deny any Membership Services during any period during which Payment is due and outstanding.

3.2.5 You agree to advise us immediately of any change to the Members Details provided.

### **3.3 Price**

3.3.1 We can increase the price of Membership at any time (subject to the provisions below).

3.3.2 We will give you at least 1 full months' notice of any price increase and will make it clear when the price increase will take effect and how much your Membership will cost after the increase.

3.3.3 During this period you will have right to terminate your Membership in accordance with the Terms. If you do not terminate the membership by the date given to you in the notice then the price of your Membership will be increased in accordance with our notice.

### **3.4 Termination**

3.4.1 You may terminate this Contract by giving not less than one full months' notice which must be served on a date a "Payment" is made to us (or upon each anniversary or renewal of your Membership). Such notice must be served in writing to us informing us that you want to terminate your Membership.

3.4.2 In the above circumstances your Membership will remain in force until the end of your Membership Period. For example, if you make Payment on 2<sup>nd</sup> March 2021 and serve notice the same day, then the end of your Membership Period will be 1<sup>st</sup> April 2021.

3.4.3 Termination does not operate to waive any outstanding breaches by you of any of these Terms or the Rules.

### **3.5 General Terms & Conditions**

3.5.1 Members must be 18 or older

3.5.2 You agree to comply with the Rules. We may make reasonable changes to these Rules at any time

3.5.3 If we take no action or let you off any breach of these Terms, it will not stop us enforcing these Terms at a future date.

3.5.4 We may at any time need to close all, or part of, any of the Offices or Breakout Spaces at any time. We will try to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. You will not be entitled to a refund of part of, or all of, any Payments in such circumstances, we will try and make an alternative space available but can't guarantee it.

3.5.5 These Terms are governed by English Law.

3.5.6 We may terminate the Contract with immediate effect on notifying you if you are in breach of these Terms or the Rules. Termination does not operate to waive any outstanding breaches by you of any of these Terms or the Rules.

3.5.7 You are not to use this office for mailing address, deliveries or registered office

3.5.8 You must:

- (a) not cause any damage to any Office and/or any Other User;
- (b) indemnify us against all claims, demands, actions, losses, damages costs expenses and liabilities arising out of any damage you cause to any Office and/or any Other User and arising out of any other failure by you to comply with the requirements of these Terms; and
- (c) act professionally and courteously at all times.

3.5.9 You accept that:

- (a) any wifi service provided at any Office will be shared with other users;
- (b) use of the wifi is at your own risk; and
- (c) we have no liability for any loss or damage that you suffer (whether to hardware, software or otherwise) due to your use of the wifi at any Office.

### **3.6 Hours**

- (a) The Boutique Workplace Membership Hours are from 9:00 AM until 17:00 PM on weekdays Monday to Friday. Access during these hours will be reflected on your membership card.
- (b) Members are only permitted to be on-site during the permitted hours stated within the Terms and Conditions.
- (c) Access prior to 9:00 AM and after 17:00 PM is not permitted and members will be asked to kindly leave the membership lounges.

3.6.1 Bank Holidays:

- (a) The Membership lounges will be closed during all national public holidays in the United Kingdom.
- (b) All Membership cards will be suspended during the public holidays and access will not be permitted.
- (c) Membership cards will be reactivated for access the following working day from 9:00 AM

#### **4 DAY PASSES**

- 4.1 A Day Pass can be obtained by completing the 'free trial' form within the website.
- 4.2 Day Passes entitle the user to enjoy all of the Membership Services during the hours of 9 am to 5pm on the day that the Day Pass is used, subject to the user complying with:
  - 4.2.1 the Rules; and
  - 4.2.2 the Membership Terms and Conditions (as stipulated in paragraph 3.5).
- 4.3 Day Passes are subject to a fair use policy and are limited to 1 Day Pass per person. If a person tries to use multiple passes these may be cancelled without warning.
- 4.4 Day Passes have no resale value, and cannot be exchanged for cash or any other product or service.
- 4.5 Day passes are non-refundable.

#### **5 LOST OR MISPLACED CARDS**

- 5.1 Any lost or misplaced membership cards will need to be replaced and charged at £25.00