



# MEMBER TERMS & CONDITIONS

## Terms and Conditions

(A) The parties to any agreement made shall be (1) 79 Borough Road Limited (trading as The Ministry) (the “Operator” or “Us”) and (2) you, whose details are set out in your application form (the “Member” or “You/Your”).

(B) By completing and submitting your application form for membership the Member confirms that it has read and understood the terms and conditions set out in this Agreement and agrees to be bound by them.

(C) Membership at The Ministry is granted on a discretionary basis. The Operator shall have sole discretion over who to accept and enter into an agreement with to become a member of The Ministry.

(D) The Operator agrees to provide the services and facilities referred to in this Agreement from the Commencement Date.

## 1. Definitions and interpretation

In this Agreement the following words and expressions will have the following meanings (unless the context requires otherwise):

“Additional Services” such services as may be provided by the Operator to the Member on request from time to time;

“Additional Fees” the fees payable by the Member for the provision of Additional Services, as published and updated on the Members’ Portal from time to time;

“Centre” means the Operator’s shared workspace at 77-81 Borough Road, London SE1;

“Common Areas” the common areas of and facilities in the Centre provided by the Operator from time to time for use by members and occupiers of the Centre;

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “processing” all have the meanings given to those terms in DP Laws (and related terms such as “process” shall have corresponding meanings);

“DP Laws” means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, GDPR, and all applicable laws and regulations relating to processing of Personal Data and privacy so far as they are still in force, including where applicable the guidance and codes of practice issued by the UK Information Commissioner;

“Fee” £58.33 (ex VAT)

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018, as may be amended from time to time;

“End Date” the final day of the Initial Term or Renewal Term following termination in accordance with the terms of the Agreement;

“Hot Desks” the work stations, each comprising a desk and chair, made available by the Operator from time to time within areas at the Centre designated by the Operator for hot desk co-working and allocated for use by members on a first come first served basis in accordance with the terms of this Agreement;

“House Rules” the house rules for use of the Centre as published and updated on the Members’ Portal from time to time;

“IT Policy” the IT policy applicable to use of the Centre as published and updated on the Members’ Portal from time to time;

“Members’ Portal” the IT portal available for use by members of the Centre from time to time;

**"Membership Term"** the period commencing on and including the Commencement Date and expiring on and including the End Date;

**"Protected Data"** means Personal Data received from or on behalf of the Member, or otherwise obtained or created in connection with the performance of the Operator's obligations under this Agreement;

1.1 Words using the singular number only include the plural and vice versa, words using the masculine gender include the feminine and neuter and vice versa and words incorporating persons include companies and corporations and vice versa.

1.2 Where the Member is placed under a restriction in this Agreement the restriction includes an obligation by the Member not to permit or allow that restriction to be breached by any person (including any guests) and any obligation by the Member to do anything under this Agreement includes an obligation to procure that it is done.

1.3 Where there are two or more persons included in the expression "Member" obligations made by the Member under this Agreement are deemed to be made by those persons jointly and severally.

1.4 In this Agreement, the words "include" and "including" are deemed to be followed by the words "without limitation" and general words introduced by the word "other" do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters.

1.5 In this Agreement, references to the End of the Membership Term are to the end of the Membership Term whether on the End Date or on sooner termination in accordance with the terms of this Agreement.

## **2. Our Agreement With You**

2.1 Our acceptance of your application will take place when we email you to accept it, at which point the Agreement will come into existence between you and us. Membership and this agreement shall commence on the date that we send You an email confirming Your membership (the **"Commencement Date"**).

2.2 If we are unable to accept Your application no agreement will be made and we will not charge You for membership. The committee's reasons for approving or not approving member applications are not disclosed.

2.3 If your application is not successful You will be placed on a waiting list for reappraisal at a later date. At any time You can withdraw Your application

and ask for Your details to be deleted, to do so please contact [membership@theministry.com](mailto:membership@theministry.com).

2.3 The Operator grants the Member together with all others authorised by the Operator (i) a right to use the Common Areas in the Centre, (ii) the non-exclusive right to use a Hot Desk at any time during hours during which the Centre is from time to time open for business on a first come first served basis (and for the avoidance of doubt the Operator does not guarantee that there will be Hot Desks available for use by You at any time) and (iii) a right of access on foot over the Common Areas for the purposes of access to and from the Hot Desks.

2.3 This Agreement is personal to the Member and cannot be transferred to anyone else.

2.4 The Operator and/or all others authorised by it may from time to time at any time close or limit access to the Hot Desks and/or Common Areas for operational reasons including inspecting and cleaning the Centre, carrying out repairs and/or decoration to the Centre and in order to use, repair, maintain and replace any conducting media serving the Centre. Unless there is an emergency or the Member has given notice to terminate, the Operator will give the Member reasonable prior notice before doing so and will use reasonable endeavours to provide the Member with suitable alternative Hot Desks during that period.

## **3. Fees**

3.1 The Member must pay the Fee to the Operator by direct debit monthly in advance on the first day of each calendar month. The Fee must be paid without deduction or set off.

3.2 The Operator may send all invoices to the Member electronically. Invoices shall become payable within seven days of issue and for the avoidance of doubt the first invoice issued under this Agreement shall in any event be payable before the Commencement Date.

3.3 In the event that Additional Services are provided by the Operator, the Member shall pay the applicable Additional Fees and taxes. Additional Fees shall be invoiced and paid in full in advance of the provision of any Additional Services.

3.5 If the Member does not pay the Fee, any Additional Fees or any other sums due to the Operator in connection with this Agreement when due, the Member shall pay interest at 3% above the base rate of Barclays Bank plc from time to time. Interest will accrue on a daily basis from the due date until the date of actual payment whether before or after judgment. If the Member disputes

with its express or implied permission) is in breach of any of its obligations under this Agreement.

any part of an invoice the Member must pay the amount not in dispute by the due date.

3.6 The Operator reserves the right to increase the Fee on each anniversary of the Commencement Date and shall provide You with 60 days notice of any increase. In no circumstances will the fee for any one month be less than the fee for the immediately preceding month.

3.7 All sums and fees stated or referred to in this Agreement are exclusive of VAT. The Member shall pay VAT and/or any tax of a similar nature substituted for or charged in addition to VAT on any such sums and fees.

3.8 The Member shall pay and be responsible for all applicable taxes and licence fees in relation to its use of and operation of its business at the Centre, save for those included in the Fee.

#### **4. The Membership Term**

4.1 Subject to the provisions of clause 5.2, 5.3 and 6, the Membership Agreement shall begin on the Commencement Date and shall continue for a period of twelve (12) months (the “**Initial Term**”), following which the Membership Agreement shall automatically renew for a period of 3 months (the “**Renewal Term**”) at the end of the Initial Term and each Renewal Term.

4.2 The Operator may give written notice to You, on or before the end of the Initial Term or the relevant Renewal Term, to terminate this Agreement at the end of the Initial Term or the relevant Renewal Term, as the case may be.

4.3 You may terminate this Agreement by providing no less than 30 days advance written notice to the Operator, with such notice to be effective from the final day of the Initial Term or the relevant Renewal Term.

4.4 The Membership Agreement will end on the End Date and the Member will have no right to continue to use the Hot Desks and/or the Centre after the End Date.

4.5 At the End of the Membership Term the Member is return all keys and entry cards for the Centre to the Operator.

#### **5. Termination**

5.1 The Operator may terminate this Agreement immediately if: (a) the Member does not pay the Fee within seven days after the date it is due (whether formally demanded or not); or (b) the Member (including here any person at the Centre

5.2 If the Centre is damaged such that the Operator is unable to comply with its obligations under this Agreement by reason of force majeure and/or for any reason beyond the Operator’s reasonable control, the Operator will use reasonable endeavours to provide suitable alternative accommodation for the Member at other centres operated by the Operator and/or its group companies and if the Operator is unable to do so, or is prevented from doing so for any reason beyond its reasonable control, the Member’s obligation to pay the Fee shall be suspended until the Operator is able to comply with its obligations under this Agreement. If the Operator cannot comply with its obligations under this Agreement within one month after the date of damage, either the Member or the Operator may terminate this Agreement immediately on written notice to the other.

5.3 If the Operator has genuine concerns that any act or omission of the Member has or might reasonably have the effect of damaging the reputation of the Operator and/or its group companies, the Operator may terminate this Agreement by serving one month’s written notice on the Member.

5.4 If this Agreement is terminated under any of the provisions of this clause 5, such termination is without prejudice to the rights and remedies of either party in respect of any prior breach of any obligations under this Agreement, including the obligation to pay for any Additional Services.

#### **6. Use of the Centre and Hot Desks**

6.1 The Member must comply (and shall procure that its guests comply) with the House Rules and IT Policy and any other policies applicable to use of the Centre from time to time. In the event of any discrepancy between the terms of this Agreement and the relevant policies, the terms of this Agreement will prevail.

6.2 The Member shall not permit members of the public to visit the Centre, save in accordance with the House Rules.

6.3 The Member must not take, copy or use any information or intellectual property belonging to other members of the Centre or any of their guests and it the Member’s responsibility to maintain effective controls over any rights in or title to any

intellectual property rights in any materials it may have.

6.4 The Member may not use the Centre address as its business postal address or as the Member's registered office address.

6.5 The Member must not cause any damage to the Hot Desks, the Centre, its equipment, fixtures, fittings and furnishings. The Member must notify the Operator immediately of any damage caused and is liable for any damage caused by it or those in the Centre with the Member's express or implied permission or at the Member's invitation, including but not limited to all guests or other persons present at the Centre.

6.6 The Member may not bring any animals or pets into the Centre, save where required for the provision of medical assistance or with the prior consent of the Operator.

6.7 The Member may use the Hot Desks solely for general office purposes in connection with his or her membership of the Centre.

6.8 The Member must not alter or make any additions to Hot Desks or install any fixtures, fittings, equipment, cabling, IT or telecoms connections in or to the Hot Desk and must maintain the Hot Desks in the condition in which they are found at the start of a period of use, taking good care of the Hot Desks and keeping them clean and tidy and clear of rubbish.

6.9 The Member must not:

(i) do or permit to be done on or from the Hot Desks or the Centre anything which is illegal or which may be or become a nuisance, damage, annoyance, inconvenience or disturbance to the Operator or to other members or occupiers of the Centre;

(ii) install or display or affix any nameplate, signboard, advertisement, inscription, flag, poster, banner, placard, poster, sign or notice on or at the Hot Desks;

(iii) bring on, use or keep on the Hot Desks or at the Centre any inflammable or combustible materials or fluid, weapons or use any method of heating or air conditioning other than that supplied by the Operator;

(iv) do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Hot Desks or the Centre or which would or might vitiate in whole or in part any insurance effected in respect of the Centre from time to time;

(v) obstruct any access ways, corridors and pathways around or in the vicinity of the Hot Desks or leave any rubbish on them or cause them to become dirty or untidy; or

(vi) interfere with, prejudice or object to any planning application or planning agreement made by any party in respect of any property adjoining the Centre, nor interfere with, knowingly prejudice or object to any disposal or other dealing with any property adjoining the Centre nor challenge, claim, object to or obstruct any rights of light or air enjoyed now or at any time by any property adjoining the Centre.

6.15 The Member must comply with all relevant laws and regulations in relation to the Hot Desks and the Centre or their use and the conduct of its business in relation to this Agreement. Both the Member and the Operator shall comply at all times with all relevant anti-bribery and anti-corruption laws.

6.16 If the Member is or intends to be away from any Hot Desk for a period of longer than 30 minutes at any time the Member must remove his or her belongings and leave each Hot Desk clean and tidy and available for use by other members. At the end of each period of use, the Member must leave Hot Desks clear of all belongings and in clean and tidy condition and if the Member does not do so, the Member may be required to pay a charge for clearing and cleaning.

6.17 The Member shall remain solely responsible for the safety of its belongings and property and permitted guests. For the avoidance of doubt the Operator shall have no liability whatsoever in relation to any irrecoverable loss or damage resulting from any failure by the Member to ensure the safety of its belongings and property.

6.18 The Operator may at any time request that the Member relocates to an alternative Hot Desk within the Centre.

## **7. The Operator's Obligations**

7.1 Subject to the Member paying the Fee and observing its obligations under this Agreement, the Operator agrees (i) that the Member may use the Common Areas and the Hot Desks during the Membership Term and (ii) to use reasonable endeavours to provide or procure the provision of the services during normal opening hours of the Centre. The Operator will not be liable for any loss sustained by the Member as a result of any failure to provide the services by reason of mechanical

breakdown, strike, delay or failure by any staff, manager or caretaker of the Operator to perform their duties (other than by way of negligence) or for any other reason beyond the Operator's reasonable control.

## 8. The Operator's Liability

8.1. To the maximum extent permitted by applicable law, the Operator is not liable to the Member in respect of any loss or damage the Member suffers in connection with this Agreement, the services, the Centre or the Hot Desks unless the Operator has acted deliberately or negligently in causing that loss or damage. In no circumstances shall the Operator be liable for any loss or damage until the Member gives the Operator written notice of the loss or damage and gives the Operator a reasonable time to rectify the breach.

8.2. The Operator will not in any circumstances have any liability for loss of business, loss of profits, loss of opportunity, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss unless the Operator otherwise agrees in writing.

8.3. In all cases, the Operator's liability to the Member is subject to the following limits:

- (i) without limit for personal injury or death; and
- (ii) in respect of any other loss or damage, equal to the Fee actually paid by the Member under this Agreement prior to the event giving rise to the claim, up to a maximum of twelve months' Fee.

## 9. Miscellaneous

9.1 Data protection: As at the date of this Agreement, the parties acknowledge and agree that the Operator and the Member shall each be a Controller (independently in their own right) in respect of the Protected Data. Each party shall comply with their respective obligations under DP Laws relevant to its own processing activities of the Protected Data. Each party shall ensure that they take appropriate technical and organisational measures to safeguard the security of the Protected Data in its possession and control. The parties agree to cooperate in relation to any exercise by a Data Subject of its rights in relation to the Protected Data that may be held by both of them.

9.2 The Member warrants to the Operator that, in respect of the Protected Data:

(i) it has a lawful basis under DP Laws on which it processes the Protected Data, including its transfer to the Operator;

(ii) it will only provide or transfer Personal Data to the Operator which is:

(a) the minimum data required for the Operator to perform its obligations under this Agreement and to maintain the security and safety of the Operator and its personnel, the Member and their guests in doing so; and

(b) accurate and up-to-date; and

(iii) it shall provide a privacy notice to each Data Subject in accordance with DP Laws, and ensure that its privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the Member is sharing with the Operator, the circumstances in which it will be shared, the purposes for the data sharing and either the identity and contact details of the Operator or a description of the type of organisation that will receive the Protected Data.

9.3 No exclusive possession: Nothing in this Agreement confers any security of tenure or other right of exclusive possession or creates any relationship of landlord and tenant between the Operator and the Member. The Member acknowledges that the Operator retains the right to possession and control of the Hot Desks at all times.

9.4 Notices: All notices given under this Agreement must be in writing (which includes email) and will be sufficiently served if delivered by hand or sent by recorded delivery to the other party at its registered office or where sent by electronic means when the document or information is first transmitted. Notices sent to the Operator by email may be sent [notices@theministry.com](mailto:notices@theministry.com) (or such other email address notified to the Member)

9.5 Confidentiality: The terms of this Agreement including but not limited to any fees agreed between the parties are confidential. Neither the Operator nor the Member must disclose them without the other's consent unless required to do so by law or an official authority.

9.6 Third Party Rights: Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or other benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties to this Agreement.

9.7 Applicable law: This Agreement is interpreted and enforced in accordance with the laws of

England and falls under the jurisdiction of English courts.