

Digital Dock (Brentford) VCW Amends 24/05/2021

Terms and Conditions of Use

1. Acknowledgement and Acceptance of Terms of Use
2. Use of the Facility
3. Modifications to the Service
4. Payment
5. Authority's Rights and Responsibilities
6. Business's Rights and Responsibilities
7. Duration and Termination
8. Authority's Limitation of Liability
9. Damage
10. General

Definitions:

'Agreement' means these Terms and Conditions

'Authority' means The Mayor and Burgesses of the London Borough of Hounslow of Hounslow House, 7 Bath Road, Hounslow, Middlesex TW3 3EB

'Booking' means a booking for the use of a Facility (or Facilities) for a period of time made by the Business via the Software

'Business' means the organisation or individual who has made a Booking and includes any employee, volunteer, contractor or customer of that organisation or individual

'Charges' means the fees charged to the Business for their use of the Facility and receipt of the Service together with Value Added Tax

'Common Areas' means the kitchenettes (ground and first floors), common room, breakout spaces, outside yard

'Desk Space' means hired workstations, high tables and benches.

'Office Space' means hired offices and 'Digital Studio' located on the first floor

'Facility' mean either the Desk Space or the Office Space or the Meeting Room(s) as requested by the Business in a Booking (Facilities to be construed accordingly)

'House Rules' means all rules relevant to the use of the Facility, the Premises and the Common Areas as notified to the Business

'Meeting Room(s)' means the two ground floor meeting rooms

'Normal Business Hours' means 07:30 – 20:30 Monday to Friday (excluding any public or bank holidays)

'Premises' means The Digital Dock at 205 Brentford High Street, TW8 8AH which includes the Facility and the Common Areas

'Service' means the provision of either a Facility or any combination of the facilities

'Service Manager' means Tom Brooks or any other officer of the Authority as nominated from time to time

'Software' means the Digital Dock website which allows a booking for Services to be made

1. Acknowledgment and Acceptance of Terms Of Use

A Booking is confirmation by the Business of their acceptance of and agreement with these terms and conditions without modification.

2. Use of The Facility

2.2 The Business will be provided with access to the Facility in accordance with the Booking during Normal Business Hours only.

2.3 The Authority may at any time, in its absolute discretion, assign the Business to another location in the Premises.

2.4 The Authority grants a license to the Business for the duration of the Booking and such licence shall;

2.4.1 entitle the Business to use the Facility and the Common Areas of the Premises during the Normal Business Hours for the duration of the Booking and;

2.4.2 expire immediately on the completion or termination of the Booking or the Agreement or the cancellation, termination or discontinuation of the Service;

2.5 The Business acknowledges and agrees that;

2.5.1 it shall use the Facility and the Common Areas as a licensee and that no relationship of landlord and tenant is created between the Authority and the Business

2.5.2 it shall have no right to prevent the Authority or its staff from having access to the Facility where the Authority requests such access

2.5.3 the licence granted under clause 2.4 is personal to the Business and is not assignable and any rights given under these terms may only be exercised by the Business

2.5.4 the Business does not have exclusive possession and occupation of the Facility or Common Areas

2.5.5 it will vacate the Facility, Common Areas and Premises immediately upon any expiration of the licence under clause 2.4.2

2.6 Provision of the Facility will be subject to the:

2.6.1 availability of the Facility;

2.6.2 pre-payment of all upfront fees and charges; and

2.6.3 agreement by the Business to these terms and conditions and all House Rules.

2.7 Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the Facility is to be made by the Business prior to use and shall not be considered guaranteed until written confirmation has been provided by the Business.

2.8 Cancellations or changes received within 2 working days prior to the reserved date will be charged 100% of the total cost. Any cost incurred to third party suppliers (e.g. caterers or equipment suppliers) as a result of the cancellation will be payable in full by the Business.

3 Modifications To The Service

3.1 The Authority reserves the right at any time to modify or discontinue all or any part of the Service, temporarily or permanently, and is under no obligation to support or update the Service. The Authority will

endeavour to provide advance notice of any alteration to Services but is under no obligation to do so. 3.2 The Business acknowledges and agrees that the Authority shall not be liable to the Business or any third party in any way whatsoever, in the event that the Authority exercises its right to modify or discontinue all or part of the Service or to remove access to the Facility.

3.3 The Authority reserves the right, in its sole discretion, to change the Pricing Structure upon 30 days' notice.

4 Payment

4.1 Use of the Facility requires a booking to be made through the Software, setting up of membership and payment for the Service.

4.2 If the Business has any question regarding any Charges that have been applied to their account, the Business must contact the Authority's Service Manager within 30 days of the charge date.

4.3 In the event of the Business failing to discharge its liability for payment to the Authority for the Service within 7 days of such payment becoming due, the Authority shall be entitled to exclude the Business from access to the Facility until all outstanding sums are paid.

4.4 If the Business disputes any part of a payment, they must pay the amount not in dispute by the due date or be subject to a late payment compensation fee. The Authority reserves the right to withhold the Service while there are any outstanding fees and interest or the Business is in breach of this Agreement.

4.5 Businesses who cancel bookings at least 2 working days in advance of their bookings will receive a full refund. In relation to cancellations of booking with less than 2 working days' notice the Charges will be retained.

5. Authority's Right & Responsibilities

5.1. The Authority may without notice suspend the provision of the Service (including access to the Premises) for reasons including but not limited to political unrest, strikes, terrorism, fire damage, storm damage or any other events which they believe in their absolute discretion will affect the security of the Premises, the safety of the occupants or the provision of the Service.

5.2. The Authority shall not be liable for any loss whatsoever as a result of a failure to provide the Service unless such failure is due to the gross negligence of the Authority.

5.3 The Business agrees that the Authority will not be liable for any loss, damages or claims which arises as a result of, or in connection with, this Agreement and/or the provision of the Service except to the extent that such loss, damage, expense or claim is directly attributable to its deliberate act or its gross negligence.

5.4 The Authority will not in any circumstances be liable for indirect loss, loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss.

5.5 Unless there is an emergency, the Authority will as a matter of courtesy try to inform the Business in advance when it needs to carry out testing, repair or works other than routine inspection, cleaning and maintenance which may or may not affect their provision of the Service or the use of the Facility by the Business.

5.6 The Authority will use reasonable endeavours to ensure accurate and expeditious handling of communications for the Business, but no responsibility shall attach to the Authority or its staff or agents for any injuries, damage or loss howsoever arising or to whomsoever caused.

5.7 The Authority shall have no liability to the Business whatsoever in respect of any act, omission, neglect, delay or default by any of the Authority's staff or agents whether in contract or in tort.

5.8 The Authority shall have no responsibility for items belonging to the Business lost, stolen or damaged, which shall be entirely at the risk of the Business.

6 Business's Rights and Responsibilities

6.1 The Business shall be entitled to receive the Services subject to this Agreement.

6.2 The Business must only use the Facility for the business stated in the Booking or subsequently agreed with

the Authority in writing.

6.3 The Business will not carry on any business which could be construed by the Authority, in their absolute discretion, as illegal, unlawful, defamatory, immoral or obscene and will not use the Premises whether directly or indirectly for any such purpose.

6.4 The Business must not carry on a business which involves any sub-contracting of the Facility

6.5 The Business must not put up any signs on any part of the workstations or in the Premises unless previously agreed in writing with the Authority.

6.6 The Business may not use the address of the Premises as his/her business address.

6.7 The Business's obligations are to pay the stipulated fee and the costs of all other services provided on the due dates and to perform all of the obligations on the part of the Business contained in the Agreement.

6.8 The Business will fully indemnify the Authority against any expenses, costs, claims, damages, loss or penalties incurred by the Authority in connection with this Agreement howsoever occasioned.

6.9 The Business will not send or deliver or cause to be sent or delivered to the Premises any noxious, harmful, dangerous, live, perishable or bulky objects.

6.10 When the Business makes use of the Facility the Business agrees that:

6.10.1 All Common Areas shall be used for general office purposes only.

6.10.2 The Business shall ensure the Facility remains clean, tidy and in good repair and shall notify the Authority immediately of any damage or dangers.

6.10.3 The Business shall be liable for all damage caused by the Business.

6.10.4 The Common Areas of the Premises will only be used in such a way as to have regard to the rights and interests of other users.

6.10.5 The Business must take good care of all parts of the Premises, its equipment, fittings and furnishings and shall not alter any part of the Premises.

6.10.6 The Business must not install any furniture or office equipment, cabling, IT or telecoms connections without the Authority's prior written consent, which the Authority may withhold at its absolute discretion.

6.10.7 Any access passes issued to the Business remain the Authority's property at all times. The Business must not allow anyone else to use them without the Authority consent. Any loss must be reported to the Authority immediately and the Business must pay the cost of any replacement access pass.

6.11 The Business agrees to comply with the House Rules and all code of conduct procedures and regulations which the Authority imposes generally on users of the Premises. It is the Business's responsibility to ensure that everyone in the Premises with their permission or invitation also complies with the House Rules and code of conduct procedures and regulations.

6.12 The Business must at all times respect the privacy and convenience of others using the Premises. The Business agrees not to do anything that will cause any nuisance or annoyance, that will interfere in any way with any other party's use of the Premises, or that of its customers, that will increase the insurance premiums that the Authority has to pay, or cause loss or damage to the Authority or to the owner of any interest in the Premises.

6.13 The Business must pay the Charges.

7 Duration And Termination

7.1 The Authority may terminate this Agreement immediately by giving notice to the Business if:

7.1.1 The Business becomes insolvent, goes into liquidation or becomes unable to pay any outstanding debts to the Authority when due;

7.1.2 The Business is in breach of one of their obligations under this Agreement which cannot be put right or which the Authority has given notice to put right and which the Business has failed to put right within 7 days of that notice; or

7.1.3 The Business's conduct or that of someone at the Premises with the Business's permission or at their invitation, is incompatible with ordinary office use or does not comply with the this Agreement or the House Rules.

7.2 If the Authority is no longer able to provide the Facility and the Service at the Premises then the Agreement will end and the Business will only have to pay fees up to the date it ends and for any Additional Services used.

7.3 If the Authority ends this Agreement for any of the reasons in 7.1. it does not put an end to any outstanding obligation the Business may have and the Business must pay any outstanding Charges.

7.4 The Authority may dispose of any property the Business leaves in the Premises in any way it chooses without owing the Business any responsibility for it or any proceeds of sale.

8 Authority's Limitation of Liability

8.1 The Authority is not responsible for the negligence and/or failure to furnish any service related to the provision of the Facility, including but not limited to, the service of conveying messages to the Business. The Business's sole remedy and Authority's sole obligation for any failure to render any service, any error or omission, or any delay or interruption of any service, is limited to an adjustment to the Charges in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues.

8.2 With the sole exception of the remedy described above, the Business expressly and specifically agrees to waive, and agrees not to make, any claim for damages, direct, indirect or consequential, including with respect to lost business, revenue or profits, arising out of any failure to furnish any service, any error or omission with respect thereto, or any delay or interruption of services. The Authority disclaim any warranty of merchantability or fitness for a particular purpose.

9 Damage

9.1 The Business is responsible for any damage the Business causes to the Facility or the Premises including the Common Areas, beyond normal wear and tear. The Authority has the right to inspect the condition of the Facility from time to time with the provision of one weeks' notice and make any necessary repairs.

10 General

10.1 All formal notices must be in writing and will be considered given to the Authority if delivered personally to the Authority at the Authority's address or sent by courier or first class post to the Authority's address and marked for the attention of the Service Manager.

10.2 Except where the Authority is grossly negligent, the Business shall indemnify the Authority in respect of all liability, claims, damages, losses and expenses which may arise:

10.2.1 if someone dies or is injured at the Premises;

10.2.2 from a third party in respect of the use of the Facility and the Premises;

10.2.3 if the Business does not comply with the terms of the Agreement.

10.3 The Business must also pay any costs, including reasonable legal fees, which the Authority incurs in enforcing the Agreement.

10.4 The Agreement is personal to the Business and is not capable of assignment.

DRAFT