



# Terms and Conditions – Membership

## 1. General

- i. These Terms and Conditions apply to your membership of hotdez k, a range of services provided by Hotdez k Ltd. 'Member' and 'Members' refer to you and to other hotdez k Co-working Members. 'Services' and 'Service' refer to the range of services, or any one or some combination of them, offered by hotdez k and as are set out and described in these Terms and Conditions.
- ii. The hotdez k Co-working objectives are to provide flexible, shared office or working environment for individuals or small teams seeking a temporary venue in a congenial, professional business environment. Nothing in these terms and conditions confers any security of tenure or other right of exclusive possession or rights of occupation on a Member.
- iii. hotdez k Co-working membership entitles you to access hotdez k Co-working work spaces based on the type of membership and bookings that have been purchased.
- iv. hotdez k Co-working membership entitles you to use the areas within the Hotdez k Ltd offices which have been specially designated for Members ('hotdez k Co-working areas'). A list of the services offered, and membership types available, can be found on the website <https://hotdez k.co.uk> ('the Website').

## 2. Nature of these terms and relationship of the parties

- i. hotdez k is by these terms and conditions granting anyone who becomes a Member and who abides by these terms and conditions of Membership the right to use the temporary, flexible office space provided at 26-28 Church St, Saffron Walden, Essex, CB10 1JQ for permitted purposes. The purpose of the agreement comprised in these terms and conditions is the provision by hotdez k of the Services to Members.
- ii. The whole of the office space occupied and used by hotdez k Co-working Members remains the property of hotdez k and remains in hotdez k's possession and control. Nothing in these terms and conditions shall create between hotdez k and any Member, or any Members, or any other person or entity (whether corporate or otherwise), the relationship of landlord-tenant or lessor-lessee. Nothing in these terms and conditions shall create or confer upon any Member or Members or any other person any security of tenure, any tenancy, any leasehold estate, or any other legal or beneficial real property interest. Nothing in these terms and conditions shall grant or be construed so as to grant to any Member, or any Members, or any other person, any title, easement, lien, right of possession or related rights in the business and undertaking of hotdez k, or in hotdez k Co-working, or in or related to the premises or office space used or occupied in the course of providing the Services.



### 3. Services and Support

- i. The services provided by hotdezK are those outlined in their website <https://hotdezK.co.uk>
- ii. HotdezK do not provide a fully hosted service whereby a team member is on site during hours of service. The business model utilises remote support, in order that membership fees can be minimised.
- iii. Remote support is provided on a best endeavours basis. We will aim to respond to any issue that is raised within 24 hours, and within this response set out our plan to resolve the issue. We do not provide any guarantees to resolve an issue within a timeframe.
- iv. Where it is necessary for us to engage 3rd parties to assist in issue resolution, you accept that hotdezK has little or no control over that 3rd party and their own service level agreements and, as such, will not hold hotdezK responsible for any delays this may cause.
- v. Remote support is only provided during the 'standard' hours outlined in the hours section of these Terms and Conditions. Support is NOT provided during extended access hours granted to Gold members.
- vi. Where a member is permitted to use the facilities outside of standard hours, they do so with acknowledgement that there is no guarantee services will be available. For instance, if the internet or wifi is not working, or there are difficulties of access. In such circumstances, the member may continue to use the facilities even with a known issue, or must wait until the issue can be raised within standard hours.

### 4. Hours

- i. 'Standard Hours' are defined as 9am – 5pm, Monday – Friday.
- ii. hotdezK Co-working 'Daily' and 'Weekly' membership bookings entitles you to use hotdezK Co-working areas during the **standard** hours.
- iii. hotdezK Co-working '4-weekly' membership (hotdezK or private office) bookings entitles you to use hotdezK Co-working areas on an **extended** hours access basis from 7.30 am – 7.30 pm. Means of independent access (keys and alarm codes as appropriate) will be provided.
- iv. hotdezK Co-working 'Annual' membership provides the ability to book hotdezK spaces, which are subject to availability. Membership provides no guarantees to space availability but entitles you to access advanced booking through the website. 'Annual' membership is free within Silver and Gold plans.
- v. In all cases, use of the designated hotdezK Co-working areas is subject to the terms of your membership package (including any terms as to reasonable use) and will be charged in advance.

### 5. Internet

- i. hotdezK Co-working membership entitles you to the use of a free internet access.
- ii. HotdezK do not guarantee 100% availability of its internet service. This is a free service that is provided on a best endeavours basis.
- iii. Any internet usage must be fair and reasonable.
- iv. HotdezK do not utilise high specification broadband services such as those provided on a leased line. The internet service is based on standard business packages offered by high street Internet Service Providers. As such there will always be some limitations to the



quality of the internet service, and the support provided by the Internet Service Provider. By becoming a member, you accept these limitations and will not hold hotdezk responsible for what you may deem to be a sub-standard service.

- v. hotdezk provides internet access through its third-party service provider. hotdezk may need to share information including Members' personal data such as name, email addresses and contact numbers with the third-party service provider. You acknowledge and consent to hotdezk sharing your personal data with the hotdezk third-party service provider of internet access and service desk support solely for the provision of these services to you.
- vi. In the event that hotdezk experiences any issues with the provision of internet service (whether temporary suspension or otherwise) hotdezk will not accept any liability or be held responsible for any loss or damage whatsoever which may be occasioned to a Member as a result of the occurrence of such issues. This limitation and exclusion of liability and responsibility shall apply however such loss or damage may arise whether directly or indirectly and the Member waives any right to make any claim whatsoever against hotdezk arising out of or in connection with of any such loss or damage.
- vii. The Member will not browse or download material of an illegal or offensive nature. This includes but is not limited to: copyrighted movies, music, or software, hacking/cracking material, or adult material.
- viii. hotdezk requires Members to comply at all times with the relevant provisions of the Digital Economy Act 2010 when using the hotdezk Co-working free internet connection.
- ix. Members may, at their own expense, create their own WIFI/Internet service. Such a service cannot be implemented using existing or new landlines, but can be based on mobile technology eg MiFi; Mesh or similar.

## 6. Refreshments and use of Kitchen

- i. hotdez k Co-working membership entitles you to free tea and coffee. Such facilities are available only during the opening hours of the hotdez k Co-working location. Any use of free facilities must be fair and reasonable.
- ii. The Member is responsible for ensuring that the kitchen area is kept tidy after use, and that all cups and utensils they have used are washed up by no later than the end of each working day.
- iii. If the Member has special dietary needs, these are NOT included in free refreshments and the Member must make own arrangements.
- iv. If a member has allergies, then it is their responsibility to ensure their safe use of free facilities and the kitchen. The Member should make co-workers aware of their allergies, but the co-workers nor hotdez k accept any responsibility for any allergy related issues that may arise.

## 7. Copying, printing and document scanning

- i. hotdez k Co-working membership entitles you to use copying, printing and document scanning facilities. Printing and copying services are subject to a fair usage policy, which is broadly limited to 50 colour and 200 black and white copies per month (pro rata for other bookings and durations). Should printing, copying and scanning requirements exceed this, then an additional monthly package of £25 plus VAT (20%) will need to be purchased. Monthly copying, printing and scanning charges paid but unused will not be refunded.
- ii. If a member is aware of a bulky print or copying requirement, they should discuss this with the hotdez k host, where additional charges can be agreed and paid in advance. The Member will also make co-workers aware that the printer will be tied up, and work to agree a suitable time to schedule the printing with minimum impact to co-workers.
- iii. In the event that hotdez k experiences any issues with the provision of the copying, printing and document scanning facilities (whether temporary suspension or otherwise) hotdez k will not accept any liability or be held responsible for any loss or damage whatsoever which may be occasioned to a Member as a result of the occurrence of such issues. This limitation and exclusion of liability and responsibility shall apply however such loss or damage may arise whether directly or indirectly and the Member expressly waives any right to make any claim whatsoever against hotdez k arising out of or in connection with of any such loss or damage.

## 8. Bronze Member

- i. A Bronze Member uses the hotdez k Co-working space on an infrequent basis, as such they are required to pay an 'Annual Membership' fee. They make 'Daily' and 'Weekly' hotdez k booking at the full rate on a 'Pay as you Go' basis.
- ii. If a Bronze Member upgrades membership to Silver or Gold plans, no refund will be paid on unused months of membership. However, their membership will be extended to 1 year from the date the upgrade was paid for.



- iii. Bookings can be requested in advance by using the contact forms on the website. Such bookings will only be confirmed, however, within 7 days of the booking start date. In order to guarantee bookings, Silver Membership should be considered.
- iv. During the period of Annual membership, these Terms and Conditions are accepted, without modification, by the Member.

## 9. Silver Member

- i. Silver membership is provided subject to full payment, in advance, of the current annual fee.
- ii. Silver membership entitles the Member to a login account at the website where they can directly book, subject to availability, services at discounted rates. There is no guarantee that services will be available on dates required by the Silver Member as services are provided on a 'first come, first served' basis.
- iii. No right of access to hotdezk Co-working space is provided with Silver Membership. Such access is only provided when confirmed bookings are paid in advance.
- iv. Silver membership does not provide an 'on account' service whereby services can be utilised and paid for at a later date. All hotdezk services are payable in advance.

## 10. Gold Member

- i. hotdezk Co-working space offers Permanent Desk and Offices that are available with extended access – 7.30am – 7.30pm, 7 days a week. Offices are private and individually lockable. Only designated Gold Members are permitted to access their office; a hotdezk will be blocked out for Gold Member usage.
- ii. Gold Membership is only available on a 4-weekly rolling basis. 4 weeks notice is required to end or downgrade the membership.
- iii. Gold Membership includes free Annual Membership from the date the first booking starts. This means that additional bookings can be made in the rest of the hotdezk Co-working space at discounted rates.
- iv. Nothing in these terms and conditions relating to the offer of Gold Membership confers any security of tenure or other right of exclusive possession or any right of occupation on a Member or any person or entity (whether corporate or otherwise) through whom the Member may operate or conduct his or her business or profession or with whom he or she is associated, whether as agent employee or otherwise and such restriction shall apply equally to all who may from time to time enter any Private Office (including the named additional Private Office users) with the consent of and at the invitation of the paying Member for any reason whatsoever.

## 11. Member for a Day

- i. It is possible to become a 'Member for the Day'. This is our most expensive option. The membership simply lasts as long as the booking.
- ii. Bookings can be requested in advance by using the contact forms on the website. Such bookings will only be confirmed, however, within 24 hours of the booking start date. In order to guarantee bookings, our Membership plans should be considered.



- iii. During the period of Daily membership, these Terms and Conditions are accepted, without modification, by the Member.

## 12. Member Property

- i. hotdezk assume no responsibility for Member property while it is located in the hotdezk Co-working space. hotdezk will not be held liable by the Member for damage, theft or loss, be it accidental or malicious, to any of their property.
- ii. It is hotdezk strong advice that the Member is fully insured for both their property and their public liabilities in case unforeseen events cause loss.
- iii. In the event that a Member fails to remove property from a desk or office at the end of any booking, or the Member falls into arrears with any charges that are due, then hotdezk shall have the right to remove and dispose of any such property. hotdezk shall be under no obligation to notify a Member of any such removal and disposal and shall incur no liability to any Member for any loss or damage (however it may arise) which the Member may sustain as a result of such removal or disposal and the Member expressly waives any right to make any claim whatsoever arising out of or in connection with any such disposal whether for the value of the property disposed of or otherwise. Property removed from a dedicated desk will be stored and available for collection for a period of not less than ten working days after which period it will be disposed of.

## 13. Meeting/Phone Room Service

- i. Hotdezk will provide Meeting/Phone room subject to availability of space within the property. There is no guarantee that this service, and the terms and conditions that apply to it, will be provided.
- ii. To book the Meeting/Phone Room, a current and valid membership must be held by the Member. A membership is valid if there is a current hotdezk or office booking.
- iii. hotdezk Co-working membership entitles you to free booking of hotdezk Meeting/Phone Room for a maximum of:
- iv. 30 minutes on a daily booking
- v. 2 hours on a weekly booking
- vi. 10 hours on a 4-weekly booking
- vii. Meeting Room/Phone bookings are, in all cases, subject to availability and hotdezk provides no guarantees that the Member will be able to book preferred times or utilise their maximum usage limits.
- viii. Any unused usage is non refundable.
- ix. Additional booking beyond the Member limits as defined above can be made at a charge as set out in our price list. These charges are payable in advance.
- x. Annual Members who do not currently have a booking, can book the Meeting Room for an enhanced charge as set out in our price list, payable in advance. This will be subject to the availability of a hotdezk host to provide the Member with access to the Meeting Room. hotdezk is under no obligation to provide Annual Members with Meeting Room access outside of desk or office bookings.
- xi. The Member may make casual use of the Meeting/Phone Room for ad hoc phone calls providing [a] the room is not currently booked [b] the call will not overlap into a



forthcoming booking [c] the call will be ended and vacated immediately if a formal booking is made that requires the room while the call was in progress. Phone calls that are expected to last more than 15 minutes require the Meeting/Phone room to be formally booked through the booking system.

- xii. When making casual use of the room, the Member will check with other onsite Members that the room will be free for the expected duration of the call.
- xiii. hotdezk objective with managing the Meeting/Phone room is to create a resource that is useful for all Members, but is not abused to the extent it is seen as one Members personal domain. Where excessive use is noted, the Member accepts that charges will be made and that these will be their responsibility to pay. Failure to pay may result in immediate termination of a booking, and no refund of outstanding booking time will be made.
- xiv. Any Visitor brought into hotdezk Co-working space to use the Meeting/Phone Room is the responsibility of the Member who brought the visitor in. Any visitor is liable to these Terms and Conditions, and the Member will be held responsible for any breaches as if they had made the breach themselves. The Member who brings in visitor/s accepts these conditions without modification.
- xv. If a Meeting Room booking is made and paid for, there will be no refund if it is subsequently cancelled.

## 14. Access and Security

- i. Members are responsible for keeping the hotdezk Co-working space secure at all times. They will ensure that external doors and gates are closed after they have been used, and locked when appropriate.
- ii. Extended access is provided on 4-weekly bookings (hotdezk or private office) on the basis that a key and alarm codes as appropriate will be provided to allow free access to the hotdezk Co-working space. A security deposit will also be taken. Note: where more than one worker will be located in a Team Office, a single point of contact will be designated at time of booking, and this person will be responsible for organising access for colleagues.
- iii. Members with extended access will always check if they are last to leave the building and, if so, will ensure that the premises have alarm set; doors locked and are secure in all respects.
- iv. The hotdezk premises are secured with video recording in main rooms. By accepting these terms, you consent to us storing recordings that may include images of you working and moving around the facilities.

## 15. Termination

- i. With the exception of 4-weekly rolling bookings, Members may terminate their membership at any time. Any unused hours or days of a booking when it is terminated are non-refundable.
- ii. For 4-weekly rolling bookings, 4 weeks notice is required. Such membership can only be terminated on the anniversary of the booking – there is no pro rata of booking fees and unused days are non refundable.
- iii. At the termination of any membership, all keys and other hotdezk property must be returned in the condition in which hotdezk originally provide them. Failure to do so will



result in the immediate release of deposits held to hotdezk, with additional charges being raised to cover any shortfall in direct costs incurred as a result of the failure.

- iv. hotdezk Co-working may terminate membership immediately in the event that any Service charges fall into arrears. In the event of any termination, the Member shall remove their property, and the property of all additional Team members if applicable and visitors, immediately. In the event of any failure to effect immediate removal hotdezk Co-working shall have the right to remove without notice any such property and to store this for a period of not more than 10 working days after the date of removal. The property will be available for collection by the Member. After the expiry of the ten working days period hotdezk Co-working shall be free to dispose of any such property without further notice. hotdezk Co-working shall by such removal or disposal incur no liability to any Member or to any other person for any loss or damage (however it may arise) which the Member or any other person may sustain as a result of such removal or disposal and the Member expressly waives any right to make any claim whatsoever arising out of or in connection with any such disposal whether for the value of the property disposed of or otherwise.
- v. hotdezk Co-working may terminate membership immediately if the Member becomes insolvent; has extensive arrears; use behaviour not consistent with these Terms and Conditions; is in breach of any of these Terms and Conditions.
- vi. hotdezk may terminate all membership at any time where conditions require them to do so. Members will be refunded, on a pro rata basis of their membership plan, and unused days.

## 16. Limitation and exclusion of liability

- i. hotdezk accepts no responsibility for any loss of or damage to Members' property (or that of their visitors) while they are using the hotdezk Co-working areas or any of the Services offered. Members will be entirely responsible for ensuring their property is safe and secure at all times whether stored in lockers, desks or otherwise and Members shall be entirely responsible for insuring the same. The limitation and exclusion of liability provided in this clause shall be in addition to and shall be read with and form part of the limitations and exclusions of liability set out elsewhere and these terms and conditions.
- ii. hotdezk may without notice suspend the provision of the Services for reasons of political unrest, strikes, or other events beyond our reasonable control.
- iii. hotdezk may close access to the Co-working Space for its own events or events run by third parties. Such closure will be announced with at least one weeks' notice.
- iv. hotdezk is not liable for any loss as a result of failure to provide the Service as a result of mechanical breakdown, strike, delay, failure of staff, termination of its interest in the building or otherwise.
- v. hotdezk will not in any circumstances be liable for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss. hotdezk strongly advises the Member to insure against all such potential loss, damage, expense or liability.
- vi. hotdezk shall have no liability to the Member in respect of any act, omission, neglect, delay or default by any of hotdezk staff or agents whether in contract or in tort.



- vii. hotdez k bears no liability for the health and safety of the Member or any person at the Building with its express or implied authority which shall at all times remain the responsibility of the Member. Members are reminded that they are working in a historic environment with low beams and uneven floors and, as such, care must be taken at all times.
- viii. hotdez k Co-working obligation to provide the Member space and services is subject to the terms of the hotdez k own lease with its Landlord. The Member has no rights under this lease.
- ix. hotdez k Co-working total liability to the Member in respect of all other losses arising under or in connection with these Terms and Conditions and the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1.

## 17. Availability and behaviour

- i. Availability of hotdez k Co-working areas is subject to sufficient space being free to accommodate those Members wishing to have access at any one time. hotdez k Co-working will provide hotdez ks and private offices. hotdez k has the right to determine appropriate capacity levels so as to ensure all Members receive an optimum experience of their use of the hotdez k Co-working areas. Access is always subject to sufficient space being available and to ensuring compatibility with the hotdez k Co-working objectives. Members may only invite a reasonable number of others onto the premises ('Members' Visitors') when they have the Meeting Room booked.
- ii. Members' Visitors may NOT access hotdez k Co-working areas when unaccompanied by a Member.
- iii. hotdez k Co-working membership requires that Members will be responsible for ensuring their own behaviour and that of their Members' Visitors is at all times appropriate to the shared business environment of hotdez k Co-working areas and is in accordance with the hotdez k Co-working objectives set out in these terms and conditions. Membership and access are at hotdez k's discretion and will be reviewed if hotdez k concludes a Member's or Members' Visitors' use of hotdez k Co-working areas and facilities is or may be inconsistent with the hotdez k Co-working objectives and these terms and conditions.
- iv. The Member will be at all times courteous and professional towards their co-workers and hotdez k staff. Inappropriate language is not permitted; speech should be at levels that do not disturb; lengthy phone calls will be made/taken in the meeting room, lobby or courtyard; music must be played through ear phones, and these should not create a level of noise that distract co-workers. If a member has to make a conference call (video and/or audio) and is unable to book a private space, they will use a headset at all times. Failure to exhibit considerate behaviour will be deemed a breach of these Terms and Conditions.
- v. The Member may not use the hotdez k logo, brand or images in any document or publication, including the internet and in any way in connection with his/her business, unless previously agreed in writing with hotdez k.
- vi. The Member must only use the Co-working Space for its permitted use, and only for the business stated in the Booking or subsequently agreed with hotdez k.



- vii. The Member will not do or permit to be done in the Co-working Space anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to hotdezK or to Members or occupiers of the Co-working Space or any owner or occupier of neighbouring property;
- viii. The Member must take good care of all parts of the hotdezK Co-working space, its equipment, fittings and furnishings. The Member must not alter any part of it.
- ix. Except where hotdezK are grossly negligent, the Member will fully indemnify hotdezK against any expenses, costs, claims, damages or penalties incurred by hotdezK in connection with their booking howsoever occasioned.
- x. The Member is liable for any damage caused by the Member or those in the Co-working Space with his/her permission or invitation.
- xi. The Member must not install any furniture or office equipment, cabling, IT or telecoms connections without hotdezK consent, which it may withhold at its absolute discretion.
- xii. The Member should leave the desk area clean and free of their belongings at the end of the booking period; otherwise, hotdezK may require the Member to pay a cleaning surcharge.
- xiii. hotdezK Co-working is a no smoking environment. The Member may smoke in the designated area in the Courtyard, but must keep that area tidy.
- xiv. Alcohol may not be consumed on the premises unless it is within an event being run by hotdezK, or for which hotdezK have given written consent.
- xv. Recreational drug use is not permitted and if discovered, will result in immediate termination of membership. No refunds will be due to the member.

## 18. Payment and terms of membership

- i. Any payment made provides the Service that was applicable at the point of payment. It does not guarantee that any recurring fee will be the same amount, or that the next payment when due will provide the same level of Service.
- ii. hotdezK Co-working membership charges are payable in advance by bank transfer. hotdezK reserves the right to introduce credit/debit card payment at a later date. Current membership charges may be found on the Website. Failure to pay or late payment of membership charges or other charges may result in hotdezK terminating membership. hotdezK reserves the right to take appropriate steps to recover arrears.
- iii. Payment for any other Service(s) provided to Members will be in advance by bank transfer at the point of ordering or booking the Service(s).
- iv. Where a payment is made after the due date, and any Services were denied as a result, no refund will be due on those denied services.
- v. Where a payment is made after the due date, hotdezK reserve the right to charge interest on the overdue amount at the rate of 4% over the base rate of HSBC plc, calculated on a daily basis from due date to payment date.
- vi. hotdezK also reserve the right to charge an administration fee of £20 where a payment is more than 10 working days late. Such a charge may be made on each invoice that the Member is late in paying.
- vii. All banking charges in relation to a payment are the responsibility of the Member.
- viii. If the Member disputes any part of an invoice, they must still pay any amounts not in dispute by the due date.



- ix. hotdezK is not obliged to refund any amounts for a period when membership is unused except if hotdezK elects to terminate a Member's membership for any reason or if there has been payment in advance for a Service which is withdrawn by hotdezK prior to use by a Member.
- x. hotdezK Co-working membership may not be transferred or assigned.

## 19. Monthly Payment Plans

- i. Silver membership with bundles greater than 20 days may be paid on a monthly basis.
- ii. The cost of the bundle will be divided into 10 equal payments, although the days available in the bundle can be used across a whole year (12 months).
- iii. When monthly payment is chosen, the member may use the days in their bundle at a rate of 10% of total days purchased per month. For instance, if a 50-day bundle is purchased, the member may book up to 5 days per month.
- iv. Unused days in a month may be rolled forward. If a member only uses 2 days one month of their 5, they therefore have 3 days "credit" to use in the following months. However, unused days CANNOT be rolled forward past the 12 month duration of the bundle purchased. There are no refunds on unused days.
- v. The member may exceed their monthly quota by no more than 20%. In the continuing example of a 50-day bundle, the member can exceed their 5 day a month limit by 1 day ie 6 days without any change to their payment plan.
- vi. If at any stage a member exceeds the cumulative limit of the days in their plan by 20%, then the overuse will be subject to immediate payment. For instance, and continuing the 50-day bundle example, after 3 months of membership only 15 of the 50 days should have been used. If the member has actually used 20 days at that point, then we will require payment for the additional 5 days used.
- vii. Where excess usage days are paid for, the member will continue paying at the standard monthly rate set out at the start of the plan. However, because of the early payment, the payment plan will end earlier than originally scheduled.
- viii. If all the days in a bundle are used before the 12 month anniversary of the plan, a new bundle will need to be purchased to continue usage of hotdezK.
- ix. If a Silver member decides to end their membership early, before all payments have been made, they agree to pay an adjustment fee based on the standard Bronze day booking charge. For example, the member has purchased a 50-day bundle payable monthly. After 4 months, they have used 22 days, and paid 4 x £90 (£360). If they terminate membership at this point, the adjustment is calculated as 22 days used at Bronze rate of £30 per day, total £660. Having paid £360 already, an adjustment invoice of £300 will be raised to the member, and the member will pay this liability given their acceptance of these Monthly Payment Plan terms.
- x. See Addendum for examples.

## 20. Alterations to these terms and conditions

- i. hotdezK may at any time alter these terms and conditions and the packages of Services offered and may also alter the level of membership charges and Service charges applicable to hotdezK Co-working membership and the Services.



- ii. Amended Terms shall be effective immediately after publication on hotdez k.co.uk website and all members will be advised. The Members continued use of the Service after the publication of the amended Terms constitutes: [a] acknowledgement of the Terms and its modifications by the Member; and [b] agreement to abide and be bound by the Terms, as amended.
- iii. If the Member does not accept the amended Terms and Conditions, they may terminate their membership subject to the conditions laid out in 'Termination'.
- iv. the Member acknowledges and agrees that hotdez k shall not be liable to the Member or any third party in event that hotdez k exercises its right to modify or discontinue all or part of the Service.

## 21. Data Protection

- i. hotdez k undertakes that, in performing its obligations, it shall comply with the provisions of the General Data Protection Regulations ("GDPR") and all other applicable laws relating to the processing of Personal Data as defined by the GDPR and, it shall only process personal data in accordance with, and as anticipated in, this Agreement, the Workspace Privacy Policy and the hotdez k Co-working Privacy Notice both of which are available to review on the hotdez k website.
- ii. hotdez k collects and processes Members' personal data to tailor our range of Services to meet the needs of individual customers and to undertake administrative activities in relation to the Services. We may share relevant personal data with the hotdez k third-party service provider of internet access and service desk support to facilitate your use of our Services. We will only use your personal information for marketing if you have provided us with specific consent by opt-in to receive marketing from us or from our preferred third-party suppliers.

## 22. Governing Laws and Jurisdiction

- i. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

## 23. Coronavirus (Covid-19) Pandemic

- i. These terms relate specifically to the pandemic that was declared in the Spring of 2020 and will apply until the pandemic is declared at an end by the World Health Organisation and the UK Government.
- ii. The health and safety of hotdez k staff and members is paramount in all situations. Where any terms and conditions would increase the risk to a person, then the term or condition may be regarded as superseded by that situation.
- iii. hotdez k have undertaken a risk assessment for the pandemic and this may be viewed at <https://hotdez k.co.uk/doc/Covid-19%20Risk%20Assessment.pdf> . You are welcome to comment on this by emailing [hello@hotdez k.co.uk](mailto:hello@hotdez k.co.uk).



- iv. You accept that while every attempt has been made by hotdezk to make co-working spaces 'covid-secure', it is not possible to provide a service that is completely risk free. As such, you will not hold hotdezk liable should transmission of the disease occur.
- v. You further accept that you are using a co-working space where hotdezk has no influence on what members do to a) protect themselves b) adhere to government guidelines and as such risk of transmission will always exist.
- vi. You agree to follow all government guidelines (visit <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/offices-and-contact-centres>) related to office working.
- vii. You further agree to follow 'hotdezk covid Working Practices' which may be viewed at <https://hotdezk.co.uk/doc/Working%20practices%20A4.pdf>.
- viii. Notwithstanding guidelines that are produced, you agree to act responsibly and with care to avoid risk to your fellow workers. If you are in any doubt about your health, you will stay away from the offices until you are confident it is safe to return.
- ix. Refunds will not be paid in the event that you are asked to isolate or you become ill. It will be your decision as to whether you continue your membership at the end of your current invoicing period. Should you fail to pay your next invoice in accordance with these Terms and Conditions, hotdezk will allow a new, or existing, member to take over your workplace. hotdezk cannot guarantee that it will have capacity to welcome you back when you are well again.

## Addendum

# Monthly Payment Plan

**50 Day Plan**  
**Monthly Payment: 10 x £90**

**100 Day Plan**  
**Monthly Payment: 10 x £160**

Month	Scheduled Usage	Limit of Usage
01	5	6
02	10	12
03	15	18
04	20	24
05	25	30
06	30	36
07	35	42
08	40	48
09	45	50
10	50	Buy new bundle
11	50	
12	50	

Month	Scheduled Usage	Limit of Usage
01	10	12
02	20	24
03	30	36
04	40	48
05	50	60
06	60	72
07	70	84
08	80	96
09	90	100
10	100	Buy new bundle
11	100	
12	100	

**Scheduled Usage:** The days that are planned to have been used for each month of the year over which they have been purchased. By month 7 of the 50-day bundle, the member should have only used 35 of their days.

**Limit of usage:** The number of days the member could have used in their plan before hotdezK will require a one-off payment. By month 4 of a 50-day bundle, if the member has used up to 24 days, they will not be asked for an interim payment.

Any interim payment is deducted from the outstanding payments due. For instance, in the 50-day bundle, if the member had to make an interim payment of 5 days over usage in month 5, they would have finished paying for the bundle in month 9, and no payment will be due in month 10.

An interim payment is calculated as the number of days in excess of scheduled usage. If in month 4 of a 50-day plan, the member has used 26 days, the payment is calculated as 6 days excess multiplied by the plan daily rate (£18), so they will pay £108. Access will be denied until payment is received, or the membership returns to scheduled usage eg if no days are used in the following month and by implication the plan is now back to schedule.

**Over usage does not impact the overall cost of a bundle, it may simply end earlier than the 1 year anniversary. At such a point, the member may buy another bundle.**

If a member has not used all of their days by the end of the 1 year anniversary, they cannot be rolled over, nor are refunds given.