



## GENERAL TERMS AND CONDITIONS

### TSH COWORKING SCOTLAND

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#### 1 DEFINITIONS

In these general terms and conditions, the following terms have the meaning as described below:

<b>Agreement</b>	means these general terms and conditions, the Contract, the Annexes and any future policies We provide to You together.
<b>Annex(es)</b>	means any annex to these general terms and conditions.
<b>Article</b>	an article in these general terms and conditions.
<b>Business Day</b>	means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for general business in Edinburgh, Glasgow and London.
<b>Commencement Date</b>	means the commencement date of Your Membership as specified on the Contract, being the first day You get access to the Workspace or Office which will either be the first calendar day of the month or, in the event of a Flex Membership, the first Business Day of the month.
<b>Consumer</b>	means any natural person acting for purposes which are outside his or her trade, business, craft or profession.
<b>Contract</b>	means the sheet signed by You setting out specific terms regarding <i>inter alia</i> Your identity, the type of Membership, the Commencement Date, the Term and monthly fees, and to which these general terms and conditions apply.
<b>Coworking Area</b>	means the coworking space (including an Office and Workspace), operated by Us and to be used by the Members, in accordance with the terms as laid down in the Agreement.
<b>Deposit</b>	means the Deposit to be paid by the Head User for a Membership as stated in the Contract. The purpose of the Deposit is to secure TSH's claims against the Head User and/or the Member resulting from the Agreement, in particular claims relating to payment of the Membership Fee, including in case of cancellation, and damages culpably caused by the Member during the term of the Agreement.
<b>Effective Date</b>	means the ultimate date upon which the Agreement is signed by both Parties or the date upon completion of the online registration process (as applicable).
<b>Guest</b>	means any person invited by a Member as a temporary visitor.
<b>Force Majeure</b>	means any circumstance not within a Party's reasonable control including, acts of God, flood, civil war, terrorist attack, government regulation, disaster, fire, explosion, collapse of buildings, earthquake, strikes, civil commotion or riots, or other similar cause beyond the control of the Parties making it inadvisable, illegal, or impossible to fulfil the obligations of the Agreement.
<b>Head User</b>	means the Member that concludes the Agreement for the performance of the Services, i.e. You.
<b>House Rules</b>	means the house rules applicable in the Coworking Area, which are an Annex to the Agreement or made available during the online



	registration process.
<b>Initial Term</b>	has the meaning ascribed to it under Article 3.2.
<b>Member</b>	means any person, whether natural or legal, with a Membership at TSH. For the avoidance of doubt, this includes the Head User.
<b>Member List</b>	means the list of Members as submitted by the Head User.
<b>Member Portal</b>	means the online portal, where Members can check invoices, report complaints, book meeting rooms and change or update personal contact details.
<b>Member Properties</b>	has the meaning ascribed to it under Article 4.2.
<b>Membership</b>	means any of the different types of Memberships You may choose when You enter into the Agreement.
<b>Membership Fee</b>	means the monthly fee due for the Membership.
<b>Office</b>	means a private lockable office space located in the Coworking Area.
<b>Parties</b>	means You and TSH collectively.
<b>Party</b>	means either You or TSH.
<b>Payment</b>	means the payment of the Membership Fee and possible additional services, as described in more detail in Article 5.
<b>Payment Date</b>	has the meaning ascribed to it under Article 5.2.
<b>Renewal Term</b>	has the meaning ascribed to it under Article 3.3.
<b>Services</b>	means the services TSH provides to You as specified at the Contract and as set out in Article 6.
<b>Term</b>	means the Initial Term or a Renewal Term.
<b>TSH / We / Us</b>	means the TSH affiliate (which is determined by the location) that enters into the Agreement, as specified in the Contract.
<b>Workspace</b>	means a workspace, either designated or non-designated, located in the Coworking Area.
<b>You / Your</b>	means the Head User.

## 2 PURPOSE

2.1 These terms and conditions are applicable to the Parties indicated in the Contract. The purpose of the Agreement is the provision of the Services by TSH, as set out in the Contract, as well as the assignment of the use of the Coworking Area to You. The assignment of the use of the Coworking Area does not generate ownership or lease rights in Your favor

## 3 TERM AND TERMINATION

3.1 **Effective date** The Agreement is effective from the Effective Date.

3.2 **Initial term** The initial term of the Agreement is specified in the Contract (**Initial Term**).

3.3 **Automatic renewal** Your Contract will automatically renew for successive periods equal to the Initial Term specified in the Contract (**Renewal Term**), unless terminated by either Party in accordance with these terms.

3.4 **Termination for convenience after the Commencement Date** If you do not wish your Contract to be automatically renewed, you may terminate it by providing written notice, respecting the following notification periods:

Term	Notification period
<b>Monthly</b>	Minimum 1 month starting from the 1 <sup>st</sup> day of any calendar month
<b>6 months</b>	Minimum 1 month before the end of the Term
<b>12 months</b>	Minimum 1 month before the end of the Term

TSH reserves the right to terminate this Agreement at any time with written notice, respecting a minimum notice period of one (1) calendar month. If you are a Consumer, our



notice period will be similar to the notice period specified in Your Contract.

3.5 **Suspension or termination for cause by TSH** TSH reserves the right to (temporarily) suspend its Services or terminate the Agreement with immediate effect in the event of:

- (a) termination, expiration or material loss of rights to the Coworking Area, preventing TSH from performing under the Agreement;
- (b) use of the Coworking Area in violation of Article 7.1 and/or Article 7.2;
- (c) any late Payments as specified in Article 5.4;
- (d) Your involvement in debt restructuring, (preliminary) suspension of payments, (request for) bankruptcy, liquidation or any other (local or foreign) insolvency proceedings;
- (e) a Force Majeure lasting more than fifteen (15) days; or
- (f) any other breach of this Agreement by You or any Members on Your Member List. If this breach is repairable, TSH will grant You a reasonable period of no more than five (5) Business Days to repair the breach.

In case of a suspension or termination under this Article 3.5, You remain liable for any amounts due under the Agreement and such termination will be without prejudice to TSH's rights to collect Payments or any other damages TSH may have incurred. TSH will not be liable to You for a suspension or termination in accordance with this Article 3.5.

#### 4 (POST-)TERMINATION OBLIGATIONS

4.1 **Your last day** When Your Membership ends, if applicable, You must properly clean Your Workspace or Office and return your keycard by the last day of the Agreement. You are responsible for ensuring that all Members on Your Member List (if any) comply with this requirement.

4.2 **Removal of property** Ultimately on the last day of this Agreement, You are obliged to remove all of Your, Your Members', and Your or Your Members' Guests' properties (the **Member Properties**) from the Workspace and/or Office, which means any items present in the Workspace and/or Office, which are not TSH's property. If you fail to timely remove the Member Properties, and after We provided You with written notice granting You the possibility to remove the Member Properties within five (5) Business Days, TSH has the right to remove any of the Member Properties. For the avoidance of doubt, TSH will in such event have no obligation whatsoever to store and/or guard the Member Properties. TSH will not be liable for any damages or losses. If Member Properties are left behind, TSH may charge the costs TSH reasonably incurred in the process of removing the Member Properties to You. You shall indemnify us for any claims of Members in relation to the removal of Member Properties by TSH. At the end of the Term, We will not forward or hold any of your mail and/or other packages delivered to Us. We will not be liable for any loss or damage if you fail to redirect the delivery of mail and/or packages to a different address.

#### 5 PAYMENT

5.1 **First Payment** The first Payment is required before You can access the Coworking Area. This payment can be made in advance or on-site via credit card, bank transfer, or point-of-sale terminal. Upon receipt of the first Payment, TSH will grant you access starting from the Commencement Date of Your Contract. The first Payment includes:

- (a) the Membership Fee for the first month of Your Membership as specified in the Contract; and
- (b) the Deposit, if applicable.



- The invoice for the first Payment can be found in the Member Portal. If You prefer to pay via direct bank transfer to TSH, the bank account details are provided in the Contract.
- 5.2 **Subsequent Payments / Monthly membership fees** Any subsequent Payments of the Membership Fee must be made using direct debit or, if offered as payment method, a credit card or any other method as agreed with TSH, unless agreed in writing otherwise with TSH. Payments must be made on or before the first day of each month (**Payment Date**). The invoices for the monthly membership fees are sent via e-mail. By providing a credit card or direct debit authorization, You grant TSH permission to debit Your account for all TSH-related charges.
- 5.3 **Additional services** As part of the Payment, and in addition to Your Membership Fee, We will charge costs for additional services as used, such as, if applicable, a parking subscription, or extra prints (i.e. prints exceeding the amount of monthly free prints) and/or the additional use of meeting rooms or food and beverage consumptions. The costs for additional services will be included on your monthly invoice.
- 5.4 **Late Payments** In the event TSH is not able to collect or only able to partly collect a Payment on the Payment Date, or if the Payment is reversed after the Payment Date, TSH will send You a default notice for the relevant Payment providing You with an additional payment period of ten (10) Business Days (or fourteen (14) calendar days for Consumers). If You fail to make the Payment within this additional period, TSH has the right to immediately suspend or terminate the Agreement in accordance with Article 3.5(c), regardless of the amount of the relevant late Payment and irrespective of any other rights TSH may have under the applicable law.
- 5.5 **Refund of Deposit (if applicable)** Ultimately, on the last day of the Agreement, We will check the Workspace and/or Office used by You and any of the Members pursuant to this Agreement to identify whether any damages were caused to the Workspace and/or Office by You or any of the Members. In addition, We will review any outstanding balances owed by You or any of the Members to Us. Any identified damages and outstanding balances will be deducted from the Deposit. To the extent no damages or outstanding balances have been identified by Us, We will return the Deposit paid by You within two (2) months after the end of the Agreement. TSH reserves the right to claim damages exceeding the amount of the Deposit. You may not offset the Deposit against any Payments or any other claims due.
- 5.6 **Annual increase** Every first of January, TSH has the right to index the monthly Membership Fee with a percentage equivalent to the annual increase of the (UK) Consumer Price Index as published by Office for National Statistics or any successor Ministry, Department or Government Agency. Notwithstanding the aforementioned, if You are a Consumer, the Membership Fee will not be increased, the first time, if the first of January falls within the first three (3) months of Your Membership.
- 6 SERVICES**
- 6.1 **Description of the Services** From the Commencement Date and in return for the Payment, You have the right to use the Coworking Area set out on the Contract. You also have the right to certain services that are part of your Membership as described on the Contract.
- 6.2 **Business address** If included in your plan, and subject to full compliance with the terms of this clause, you may use TSH's address as Your business address during the Term:
- (a) On or before entering into this Agreement, You must provide TSH with a certificate



or registration of your company or organization issued by the relevant local commercial registry (i.e., Chamber of Commerce).

- (b) Upon TSH's request, You are obligated to promptly and diligently follow any instructions in connection with TSH's legal obligations to comply with anti-money laundering (AML) legislation, corresponding Know Your Customer (KYC) procedures, and similar law and regulations. TSH reserves the right, in its sole discretion, to determine whether such legal requirements, including KYC checks, have been successfully fulfilled. If TSH determines that such requirements have not been fulfilled, TSH shall not be obligated to provide or continue providing business address registration or related company services. You acknowledge and agree that the failure to provide such services due to TSH's legal compliance obligations shall not constitute grounds for termination of this Agreement, nor shall it entitle You to claim any damages, compensation, or any other remedy against TSH.
- (c) Upon termination of the Agreement, You shall (i) refrain from using or communicating TSH's address as Your business address, (ii) refrain from any actions that may imply Your business address is still at TSH's address and (iii) take all necessary actions to deregister TSH's address as Your business address with all relevant authorities, including but not limited to government agencies, regulatory bodies, commercial registries and any other entities where Your business address has been registered or communicated and (iv) provide TSH with the certificate of registration issued by the relevant local commercial registry (i.e. Chamber of Commerce), evidencing the change of address by the last day of Your Agreement. If You fail to deregister TSH's address as Your business address by the last day of Your Agreement, You hereby grant TSH a power of attorney to take all necessary actions on your behalf to deregister TSH's address with all aforementioned authorities.

6.3 **Penalty for not deregistering** Failure to comply with the obligations in Article 6.2(a) and Article 6.2(b) will result in a penalty of EUR 100 per confirmed non-compliance. Failure to comply with the obligation in Article 6.2(c) will result in a penalty of EUR 100 per day until You have deregistered Your business address at TSH's address. Additionally, any costs incurred by TSH due to Your non-compliance with Article 6.2 will be reimbursed by You. You also indemnify TSH against any third-party claim resulting from Your non-compliance.

#### 6.4 **Members**

- (a) **Access** Every Member receives a personal (entrance) card. This card can be used for entrance to the Members area, the Coworking Area (including Workspace or Office, if applicable) and can be used for printing and certain discounts. Members may also need this card for identification. When you sign up for Your Membership you have to create a private password that gives you access to the Member Portal. In case Members lose the entrance card, the relevant access card will be blocked, and a fee of EUR 20 will be charged to that Member.
- (b) **Member List** With the exception of Guests, only Members may access the Coworking Area. TSH does not accept any responsibility and/or liability whatsoever as regards the correctness, completeness and/or accuracy of the Member List. The Head User has the right to adjust the Member List as set out under Article 6.4(d).
- (c) **Head User** The Head User has the sole authority to alter or terminate the Agreement in accordance with its terms, and is the first point of contact for TSH for any and all matters regarding the Agreement. Upon written request, the Head User shall provide TSH with a document evidencing that the Head User is authorized or has a legally



valid power of attorney to represent and bind its company in all matters regarding the Membership and this Agreement.

- (d) **Updates to Member List** When replacing or adding a Member on or to the Member List, the Head User must provide TSH with the new Member's name, his/her email address and the effective date of the change as well as with the name of the Member that is to be removed from the Member List (if applicable). Upon confirmation by TSH, the update of the Member List will take effect. TSH will create a profile for all (new) Members on the Member Portal.

#### 6.5 **Access to the Coworking Area**

- (a) **Guests** Per Business Day, and during opening hours only, every Member with an Office may invite maximum two (2) Guests in the Coworking Area for a maximum of one (1) hour. If the amount of Guests or the amount of hours of visit is or will be exceeded, the Member is obliged to book a meeting room (as per Article 6.5(b)) or to purchase a day pass for the Guest. All Guests must be registered when entering the Coworking Area.
- (b) **Meeting rooms** Subject to availability, Members can book a meeting room for their Guests. Meeting rooms should be booked via the Member Portal or, if this is not possible, via a written request to TSH. At all times, TSH reserves the right to rent meeting rooms to third parties and/or to use the meeting rooms and/or common areas for events.
- (c) **Coworking Area not timely available** If TSH is unable to make the Coworking Area (including Office or Workspace) available by the Commencement Date, TSH is not liable for any of the consequences thereof nor will this affect the validity of the Agreement. In such case, any Payments will be due from the date the Coworking Area is made available to You and will be calculated on a pro rata basis for the first month after the Commencement Date.
- (d) **Access to Coworking Area** We, including any third parties designated by Us, reserve the right to access all Coworking Area or Members area, with or without prior notice, for safety or emergency purposes or for any other legitimate purposes, including maintenance. To this end, We also reserve the right to temporarily (re)move furniture and/or other items present in the Coworking Area or Members area. We further reserve the right to temporarily alter and/or modify the Coworking Area or Members area, including temporarily providing You with an alternative Coworking Area or Members area or temporarily closing (parts of) the Coworking Area or Members area due to meetings, events or similar activities.

#### 6.6 **Internet and technology**

- (a) **WIFI** Every Member will get access to the WIFI-network of TSH. Due to WIFI-network failures, power outage or other reasons, loss of documents and/or files can occur. Members should back up their files frequently. We cannot be held responsible or liable for any claims, damages, losses or costs resulting or arising directly or indirectly from Members' use of or inability to use the WIFI-network of TSH, nor will there be any refund of Payments.
- (b) **Software/technology** For the proper performance of any technical (computer) systems used by TSH, it may be necessary to install software on a Member's computer, tablet, or other electronic device. Further, upon a Member's request, We (or a third party engaged by Us), may assist in managing problems a Member may have in relation to any system(s). In this regard You agree that neither We, nor any



third party engaged by Us: (i) are liable for any kind of damage to any Member's computer, tablet or other electronic device or system, such in the broadest sense of the word, which may result of (technical) support and/or installation or (ii) offer any kind of warranty, either expressed or implied, regarding any of such technical support.

## 7 USE

7.1 **Use of the Coworking Area** Members may use the Coworking Area for all commercial purposes which can reasonably be performed in an office as well as for private purposes. Members are not allowed to use the Coworking Area for commercial activities that would not ordinarily be carried out in an office or which require the acquisition by the Member or TSH of compulsory consents, licenses, or permissions of any nature or as set out under Article 7.2.

### 7.2 Prohibited use of the Workspaces and Offices

- (a) **Competition** (Employees of) companies that are, in the broadest sense, competitors of TSH are not allowed to use the Coworking Area. Competitors may not be added to the Member List or invited by Members as Guests.
- (b) **Retail** Use of the Coworking Area for retail purposes or other purposes than set out under Article 7.1 is not permitted.
- (c) **Illegal activities** Use of the Coworking Area for the purpose of any illegal activities or activities that may reasonably be considered to be against public decency, all in the broadest sense, are prohibited.

### 7.3 Safety and Security

- (a) **Identified Damages** In case of any damage to the properties of TSH, including but not limited to damage to (entrance) doors and lockers, You are obliged to immediately report this after which TSH will repair the damage within a reasonable period.
- (b) **CCTV Surveillance** For the purpose of safeguarding the security of all visitors to the Coworking Area and their property, We may install video surveillance. If we do so, We will inform You of such installation in accordance with applicable law. While We will use best efforts to protect the property of Members and their Guests, We strongly encourage You to takeout a fire and theft insurance.
- (c) **Other Members** We do not control and are not responsible for the actions of any other members and/or their guests. Should a dispute arise between members and/or their guests, TSH shall have no responsibility or obligation to participate, interfere, mediate or indemnify any party whatsoever.

### 7.4 Privacy and intellectual property rights

- (a) **Privacy** In the context of our Services, TSH processes personal data of Members, this includes contact details, access logs and camera footage. For information regarding the processing of Members' personal data, including their rights please consult The Social Hub privacy statement which can be found on the website of The Social Hub ([www.thesocialhub.co/privacy-policy](http://www.thesocialhub.co/privacy-policy)).
- (b) **Intellectual property** The (intellectual) property rights relating to design and content of TSH including but not limited to text, data files, photos, (still and / or moving) images, audio material are held by TSH or Our licensors. Without the prior written consent of TSH, any reproduction (including processing) and/or disclosure of intellectual property rights is prohibited.
- (c) **Use of company name and trademarks** During the term of the Agreement and



without prejudice to a Member's intellectual property rights, TSH is entitled to use a Member's company name(s) and/or trademark(s) for promotional purposes such as promotion for TSH on TSH's website. Members shall ensure that they have obtained, in writing, all permissions necessary for granting TSH the abovementioned rights.

## **8 LIABILITY**

- 8.1 **Responsibility Head User** You are responsible all Members adhere to the terms of the Agreement and the House Rules. By entering into the Agreement, the Head User accepts liability for any damages TSH may incur as a result of Members' or Guests' breach of the Agreement and/or the House Rules.
- 8.2 **Waiver of Claims** To the maximum extent permitted by law, You, on Your own behalf and on behalf of the Members and any Guests, waive any and all claims and rights against TSH and parties engaged by TSH, such in the broadest sense, for any (physical) injury, damage to, destruction, theft, or loss of any property and/or person.
- 8.3 **Liability and indemnification** To the maximum extent permitted by law, TSH's liability is limited to direct damages, and shall not exceed the total Membership Fees paid by You to Us under this Agreement during the twelve (12) months prior to the claim arising. Furthermore, You will indemnify TSH and any party engaged by TSH, in the broadest sense, against any and all claims, liabilities, and expenses from third parties resulting from any act or omission by You, the Members or Guests.

## **9 MISCELLANEOUS**

- 9.1 **Governing Law** The Agreement is construed under and governed by the law of Scotland and the Parties are deemed to have agreed to submit to the exclusive jurisdiction of the Scottish courts.
- 9.2 **Competent Court** In relation to any dispute arising out of or in connection with the Agreement, the House Rules or any agreement, document or instrument entered into pursuant thereto, the Parties shall first attempt in good faith to resolve the dispute. If Parties fail to resolve the dispute, the dispute shall exclusively be decided by a single arbitrator under the Arbitration (Scotland) Act 2010. Notwithstanding this Article 8.2, Consumers have the right to bring disputes to the court that is competent according to the applicable law and if TSH initiates proceedings against a Consumer, it will grant the Consumer one (1) month to indicate if he or she wishes to proceed before the competent court according to the applicable law instead of before the court of Amsterdam.
- 9.3 **Consumer laws** Nothing in these general terms and conditions prevent Consumers from exercising any statutory rights they may have under the applicable law.
- 9.4 **Legal nature** You hereby acknowledge that: (i) the nature of the Agreement entered into with TSH is of a provision of services and that the use of the Coworking Area is assigned for the purpose of providing the Services; (ii) the relationship between TSH and You is not that of lessor-lessee or landlord-tenant; and (iii) You are not granted lease, ownership or other real property rights with respect to the Coworking Area.
- 9.5 **Severable Provisions** Each and every provision in this Agreement shall be considered severable. To the extent that any provision of this Agreement is (held to be) invalid or void, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.
- 9.6 **Notices** Any and all notices under this Agreement may be given by email to the email address provided by the other Party.





- 9.7 **Disclosure of information** To the extent required by law, rule, regulation, court or government order or anything similar to these, We reserve the right to disclose information about You and the Members.
- 9.8 **Headings** The headings in this Agreement are for the ease of reference only and are not to be used to interpret or construe any provision of the Agreement. Any use of 'including', or 'such as' in this Agreement should be read as being followed by 'without limitation'.
- 9.9 **Assignment** You may not transfer or assign any of your rights or obligations under this Agreement without the prior written consent of TSH. TSH is entitled to transfer or assign any of its rights or obligations under this Agreement without the prior written consent from You. You hereby agree to cooperate with any such transfer of assignment with any such transfer or assignment (in whole or in part and to the extent necessary in advance).
- 9.10 **House Rules** The House Rules of TSH apply to all Members and Guests. If Members and/or Guests do not comply with (part of) the House Rules, TSH has the right to undertake action as described in Article 3.5 of this Agreement, notwithstanding its right to claim damages. It is therefore Head User's obligation to share the House Rules with the Members and Guests, and to ensure that these Members and Guests comply. TSH has the right to unilaterally amend the House Rules. Amendments take effect from the moment You are notified of the amended House Rules.
- 9.11 **Entire Agreement** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof.
- 9.12 **Amendment of the Agreement** TSH may unilaterally amend the terms and conditions of this Agreement, including but not limited to the Contract, with a minimum thirty (30) days' notice period. If any such amendment results in a material adverse effect on Your rights or obligations under this Agreement, You may terminate the Agreement within thirty (30) days of receiving notice of the amendment, provided You can reasonably evidence such effect. Termination shall be effective on the date the amendment would otherwise take effect, without penalty.
- 9.13 **General Terms and Conditions** Any of Your general terms and conditions do not apply.
- 9.14 **Force Majeure** Neither Party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an event of Force Majeure. Where there is an event of Force Majeure, the Party prevented from or delayed in performing its obligations must immediately notify the other Party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in performing its obligations and that Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance and to fulfil its or their obligations.
- 9.15 **Conflict of terms** If there is a conflict or inconsistency between the terms of the Contract and these general terms and conditions, the terms of the Contract prevail.
- 9.16 **Survival of terms** Any provision that by its nature is intended to survive the expiration or termination of the Agreement, survives such termination.