

Pod Works Workspaces Limited

1. Information about us

www.podworks.global is a site operated by **Pod Works Workspaces Limited** (“Pod Works”) of 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ (we or us). We are registered in England and Wales under company number 10158774.

2. What we do

Pod Works provides convenient work spaces for our members.

Currently we are using old British Telecom telephone boxes as work spaces, or “Pods”.

3. Terms

These pages(together with the documents referred to in them) tell you the terms which apply to your application for and membership of Pod Works.

Please read these terms of use carefully before you apply to become a member or guest of Pod Works and before you start to make any use our site and services.

You will be asked to confirm your acceptance of these membership terms together with the terms of website use and our privacy policy (see below) during the registration process.

These membership terms will continue to apply at all times while you are a member or guest of our site or any of the services. Some of the provisions remain in force after termination of your membership.

We may revise these terms at any time by updating these pages and you should check these pages regularly to review the current membership terms as by making continued use of our site the updated terms will be binding on you. Certain provisions in these terms may be superseded by the other terms located on particular pages of our site.

The date on which these membership terms were first published is 13 March 2017.

4. Information about you

As part of the application process you will be asked to provide personal information. You may also upload personal information. The policies and practices we adopt in processing your information and the principles which apply to the uploading and disclosing of certain of your personal information are set out in our privacy policy. By using our site and services, you consent to such processing and disclosure of personal information and you warrant that all data provided by you is accurate.

5. Membership Application & Eligibility

Membership is only available to individuals aged 18 or over.

By using our site and services by registering as a member you warrant to us that you are over 18 and that you have the right, authority and capacity to agree to and to abide by these terms and conditions.

6. Membership Services

Services are detailed on our website and may be amended from time to time.

Membership allows you access to the growing network of Pods, 5am-11pm, 7 days a week. Only members are permitted to access Pod.

All Pods include Wi-Fi, USB and universal charging sockets, a printer, scanner, VoIP phone (with free calls to UK Local, UK National and UK mobile numbers), a clock, and adjustable seat.

In order to enter a Pod, members will be sent a link which will allow them to use any of our network of Pods, 5am-11pm, 7 days a week.

You will receive a computer generated unique PIN for immediate use in any of our Pods. On the outside of the Pod door, there is a digital keypad. Enter your unique PIN code for instant access.

There is a seat and a desk area with a printer – we supply the inks, paper and a waste paper bin.

Our team of national cleaners visit our Pods every day to ensure Pods are clean and replenished.

All Pods have full security, including electronically controlled locking, CCTV monitoring and emergency unlock facilities.

7. Membership fees/rates

We offer flexible 20 minute slots, weekly, monthly and annual membership packages so you can choose the membership that suits you best, with no hidden costs or contracts. Rates are detailed on our website.

Membership will run until terminated in accordance with clause 10.2.

During the term of this agreement we will process payment for your membership fee and other outstanding fees, in advance, no later than the fifth business day of each month.

The membership fee covers memberships for only the number of members indicated.

If payment for the monthly membership fee or any other accrued and outstanding fee is not made by the 10th day of the month, you will be responsible to pay a late payment fee to cover reasonable administration charges.

We accept payment for all amounts specified in this agreement solely by direct withdrawal from your bank account or credit card/debit card new payment.

The membership fee is subject to annual increases every year during the term of this agreement. We will notify you at least 60 days prior to these increases.

We may withhold services or terminate this agreement if any outstanding fees are due or if you do not comply with the terms and conditions of this agreement.

When we receive funds from you we will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of funds received will be applied to current fees due.

8. Pod Works rules

You must comply with Pod Works rules detailed below and as communicated to you from time to time in writing .

- It is your sole responsibility to keep the Pod clean and tidy during use.
- Usage is limited to 1 hour maximum per session.
- You will safeguard our property and you will be liable for replacement fees should any such property be lost, stolen or destroyed.
- We will provide notice to you of any changes to services fees or other updates to the email addresses provided by you; it is your responsibility to read such emails.
- You will abide by other rules and regulations as determined by us which are communicated to you by email; we may add, delete or amend the rules and regulations at our reasonable discretion and with notice to you.
- You will not use the service to conduct or pursue any illegal activities.
- You must not smoke in or around the Pod. Smoking is strictly prohibited and a reasonable fee to cover cleaning will be imposed if you smoke or permit smoking in a Pod.
- You will not use the services to conduct any activity that is generally regarded as offensive.
- You will not attach or affix any items to the walls, install antennas, communication lines or devices in the Pod or bring additional items into it.

- You are not to use the words “Pod Works” or use pictures or illustrations of our Pods or premises in any advertising, publicity or other purpose, without our prior written consent.
- Overstaying any 20 minute session will result in a payment of £3.00 for each additional 20 minutes; this will be due and payable immediately.
- If a member is sick in a Pod and /or does not leave the Pod in the state it was in at the time of entering, a reasonable fee for a cleaning callout service will be charged and payable.
- If you lose or if you leave any property at the Pod we have no liability to you whatsoever.
- When leaving the Pod members must ensure that the door is locked behind them; charges will also be made for any damage to the Pod.
- Members are responsible for the security of their own access codes. In the event that your access code is lost or compromised in any way you agree to notify us immediately. You will be liable for any loss, damage or costs caused by any unauthorised entry to the Pod.

9. Indemnity

You agree to indemnify and hold us harmless from any losses or costs (including reasonable legal fees) we incur arising from any breach by you of these terms or any breach of any representations or warranties that you have given during the application process.

10. TERMINATION

10.1 YOUR RIGHTS TO END THE CONTRACT AS A CONSUMER

If you are a consumer you can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.

Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at (a) to (c) below the contract will end and we will refund you in full for any services which have not been provided.

The reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply may be significantly delayed because of events outside our control.

Exercising your right to change your mind (Consumer Contracts Regulations 2013).

For most products and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights apply to consumers under the Consumer Contracts Regulations 2013.

You do not have a right to change your mind in respect of services once these have been completed, even if the cancellation period is still running;

How long do I have to change my mind?

If so, you have 14 days after the day we email you to confirm we accept your application. However, once we have completed the services you cannot change your mind, even if the

period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

10.2 Ending the contract where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you do not have a right to change your mind, you can still end the contract. A contract for services is completed when we have finished providing the services and you have paid for them.

If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know.

The termination will be effective as follows:

- Monthly membership – the end of the month following the month in which notice of termination is received by us.
- Yearly membership –after one year has elapsed, the end of the month following the month in which notice of termination is received by us.

10.3 OUR RIGHTS TO END THE CONTRACT

We may end the contract if you break it.

We may end the contract at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service,
- (b) where we consider (in our sole discretion) that you are abusing, the services or other members or where you are otherwise acting in breach of these terms or any of the documents referred to in any of those documents.
- (c) where there is a regulatory or statutory change or contractual change limiting the ability to provide access to the services
- (e) where there is an event beyond our reasonable control preventing us from providing access to the services;
- (f) where we determine that it is no longer economically viable for us to continue to provide the services.
- (g) our right to use any particular pod station is terminated.

If we terminate your membership in any of the circumstances described in the above paragraph you will not be entitled to any refund of unused membership fees.

10.4 You must compensate us if you break the contract

If we end the contract in the situations set out in clause 10.3 above we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

After providing you with reasonable notice we will be entitled to dispose of any property remaining in any Pod used by you without any obligation to store such property and you will waive any claims or demands regarding such property or our handling of such property.

You will be responsible to pay any fees reasonably incurred by us regarding such removal.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or

damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation. To the extent permitted by law, we, employees, directors and third parties connected to us hereby expressly exclude:

(a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

(b) Any liability for any direct, indirect or consequential loss or damage incurred by any member in connection with your membership, our site or our services or in connection with the use, inability to use, or results of the use of our site or our services, any websites linked to it and any materials posted on it, including, without limitation any liability for:

(i) loss of income or revenue;

(ii) loss of business;

(iii) loss of profits or contracts;

(iv) loss of anticipated savings;

(v) loss of data;

(vi) loss of goodwill;

(vii) wasted management or office time; and

(c) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The provisions of this section will remain in force after termination.

12. General

12.1 Any failure or delay by us in enforcing compliance with these terms or the terms of any other document referred to in these terms shall not be a waiver of that or any other provision of these membership terms, the website use terms or acceptable use policy.

12.2 If any provisions of these terms or any of the documents referred to in these terms is unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining terms or the terms of any documents referred to in these membership terms.

12.3 A person who is not a party to the agreement entered into between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these membership terms, the website terms or the acceptable use policy but this does not affect any right or remedy of a third party specified in those documents or which exists or is available apart from that Act.

12.4 The headings in these terms are for reference purposes only and do not limit the scope of extent of the membership terms.

12.5 Entire Agreement

These terms and all documents referring to in these terms constitute the entire agreement between us and you as to your use of the site, and your membership and use the services we provide to members.

12.6 Jurisdiction & Applicable Law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms and all documents referred to in these membership terms are governed by English law.

12.7 Your Concerns & Notices

If you have any concerns about material which appears on our site, please contact:
info@podworks.global

Any notices to be given by either you or us pursuant to or in connection with these terms or any other documents referred to in these terms shall be deemed sufficiently given by us to you when forwarded by e-mail addressed to you at the e-mail address you have given to us in your application for membership, or such other email address as you may later provide to us, and when given by you to us at the following e-mail address: info@podworks.global