



## HOT DESK MEMBERSHIP TERMS OF SERVICE

Your attention is particularly drawn to the provisions of [clause 13](#) (Limitation of liability).

### 1. Overview

- 1.1 These terms and conditions (**Terms**) describe your rights and obligations in connection with your receipt and use of the membership services specified in your order (**Services**) provided by us at Delta House, Bridge Road, Haywards Heath, West Sussex, England, RH16 1UA (the **Premises**).
- 1.2 Please read this agreement carefully and make sure that you understand the Terms, before you start using the Services. If you do not accept these Terms, you will not be able to complete your registration and you will not be able to use the Services.

### 2. About us

- 2.1 **Company details.** Freshmill Limited (company number 09283810) (**we** and **us**) is a company registered in England and Wales and our registered office is at Delta House, Bridge Road, Haywards Heath, West Sussex, England, RH16 1UA. We operate the website <https://freshmill.co.uk/>
- 2.2 **Contacting us.** To contact us please telephone our customer service team at 01444 224400 or e-mail us at [info@freshmill.co.uk](mailto:info@freshmill.co.uk). How to give us formal notice of any matter under these Terms are set out in clause **16.2**.

### 3. Our contract with you

- 3.1 **Who you are.** References to “you,” “your” and similar words in these Terms refer to the individual or entity registering for any Services and agreeing to be bound by these terms. If you are entering into these Terms on behalf of an entity, you represent and warrant that you have all necessary right, authority and consent to bind such entity to these Terms.

3.2 **Our contract.** These Terms apply to the order made by you and the supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3.4 **Language.** These Terms and the Contract are made only in the English language.

#### 4. **Placing an order and its acceptance**

4.1 **Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the applicable membership services specified in the order subject to these Terms.

4.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

4.3 **Creating an account and placing an order.** In order to make a purchase via our website you will need to create an account. When an account has been created you will receive a welcome email confirming your portal access details and you will then be able to place an order.

4.4 **Accepting your order.** After you place an order, our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. Our acceptance email will provide you with a code for accessing the Wi-Fi at the Premises. The Contract will relate only to those Services confirmed in the Order Confirmation.



4.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email or telephone and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

## 5. **Your membership and the Services**

5.1 Members (as defined below) will have non-exclusive access to the open plan hot desk workspaces on either the first or second floor of the Premises as well as non-exclusive access to the communal areas, being the informal meeting pods, quiet meeting pods, phone call booths, kitchen areas and break out seating (**Hot Desk Facilities**).

5.2 When placing your order as described above in clause 4.1, you will be able to select the type of hot desk membership you require. The membership options are as follows:

- (a) a daily pass, allowing access for an entire day on any day other than a Saturday, Sunday or public holiday in England (**Business Day**) to the Hot Desk Facilities from 9:00AM to 5:30PM (**Daily Members**);
- (b) an hourly pass, allowing access to the Hot Desk Facilities for either 60 or 120 hours' per month on all Business Days from 8:30AM to 5:30PM (**Hourly Members**); or
- (c) a full time membership pass allowing 24/7 access to the Hot Desk Facilities (**Dedicated Members**),

(together referred to in these Terms as the **Members**).

5.3 Subject to these Terms we will provide you with:

- (a) access to and use of the Hot Desk Facilities;
- (b) regular maintenance of the Hot Desk Facilities (not including the repair of damage exceeding normal wear and tear);
- (c) access to and use of a shared internet connection;
- (d) use of the printers, copiers, scanners and any other equipment made available to all Members;
- (e) use of the formal meeting rooms (by appointment only and subject to an additional fee); and
- (f) acceptance of post and small parcels (available to Dedicated Members only).



- 5.4 Where you are a Daily Member or an Hourly Member use of the Hot Desk Facilities will be subject to availability. Only Dedicated Members will be guaranteed a desk and chair (**Work Station**) on any Business Day from 9:00AM to 5:30PM.
- 5.5 Daily Members and Hourly Members will not be able to reserve a Work Station and all Hot Desk Facilities are used on a first come first serve basis.
- 5.6 Dedicated Members will have their own reserved Work Station, however, Dedicated Members acknowledge and agree that we may in our absolute discretion move a Dedicated Member to another Work Station.
- 5.7 The Services are provided without warranty of any kind, express or implied and in particular, but not limited to, that the Services are suitable for the purposes intended by the Member.

## **6. Modification to the Services**

- 6.1 We reserve the right to modify or discontinue all or part of the Services, temporarily or permanently, with or without providing notice to Members, and we are under no obligation to support or update the Services. We will endeavour to provide advanced notice of an alteration to the Services as far as reasonably possible.
- 6.2 You acknowledge and agree that we shall not be liable to you or any third part in the event that we exercise our right to modify or discontinue all of part of the Services.

## **7. Your obligations**

- 7.1 The Premises has its own house rules governing, amongst other matters, the expected behaviour of all individuals occupying the Premises (**Freshmill Charter**). The Terms of the Freshmill Charter are hereby incorporated into these Terms and by agreeing to these Terms you agree to abide by the terms of the Freshmill Charter.
- 7.2 These Terms and the terms of the Freshmill Charter may be revised from time to time. We will notify you by email should we make any material amendments to these Terms or the terms of the Freshmill Charter.
- 7.3 It is your responsibility to ensure that:



- (a) the terms of your order are complete and accurate;
- (b) you co-operate with us in all matters relating to the Services;
- (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) you only access the Hot Desk Facilities for business purposes;
- (e) that you only carry on business in the name specified on the Order Confirmation (being either your trading name or individual name);
- (f) you take good care of all parts of the Hot Desk Facilities, its equipment, fittings and furnishings;
- (g) you do not do anything that will or might invalidate any insurance in respect of the Hot Desk Facilities;
- (h) you notify us, as soon as reasonably practical, where your billing address changes;
- (i) you do not display any advertisements, signboard, banners, signs or notices anywhere inside or outside the Premises;
- (j) you do not, without our prior permission, use the address of the Premises as your business address or a registered office; and
- (k) you comply with all applicable laws, including health and safety laws.

7.4 As far as reasonably possible, you agree to recycle all recyclable materials by placing the material in the recycling bins provided, including but not limited to, all office paper, coloured paper, envelopes, cardboard, drinks cans, plastic cups and glass.

7.5 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.3 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 13 (Termination);



- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 8. Charges

- 8.1 In consideration of us providing the Services you must pay our charges (**Membership Fees**) in accordance with this clause 8. The Membership Fees are the prices quoted on our site at the time you submit your order and are exclusive of VAT.
- 8.2 Where VAT is payable in respect of some or all of the Services you must pay such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Membership Fees.
- 8.3 If you wish to make changes to your membership after we accept your order, and we agree to such change, we will modify the Membership Fees accordingly.
- 8.4 Daily Members will need to make payment of their Membership Fee in full and in advance of accessing the Hot Desk Facilities.
- 8.5 Hourly Members and Dedicated Members will have recurring monthly fees which are payable in advance of each month. Where you join as an Hourly Member or Dedicated Member midmonth, your first month's Membership Fee will be adjusted pro-rata. Any full or pro-rata adjusted first month's Membership Fee will need to be paid in full and in advance of accessing the Hot Desk Facilities.
- 8.6 Save for any refunds processed due to a pricing error as described in clause **Error! Reference source not found.**, all Membership Fees and unused hours are non-refundable. For the avoidance of doubt, unused hours will expire at the end of each month and cannot be transferred to another Member or accrued for use during the following month.
- 8.7 Whilst any payment remains outstanding we reserve the right to withhold providing the Services and refuse access to the Hot Desk Facilities.



- 8.8 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 8.10 for what happens if we discover an error in the price of the Services you ordered.
- 8.9 Our Membership Fees may change from time to time, but changes will not affect any order you have already placed. We reserve, in our sole discretion, to change Membership Fees by providing 30 days' notice.
- 8.10 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.
- 8.11 Every now and then, we may send special promotions and offers to Members. Unless otherwise agreed in writing these offers, once accepted, are strictly non-refundable.
- 8.12 Dedicated Members and Hourly Members will also be charged the equivalent of one month's Membership Fee as a deposit (**Deposit**). You agree that we may deduct from the Deposit any overdue Membership Fees and/or to cover any loss suffered by us due to your breach of these Terms (for the avoidance of doubt, this includes breaching the rules of the Freshmill Charter).
- 8.13 Where we intend to make a deduction from the Deposit we will notify you of our intention to do so in writing. Should you wish to carry on using the Service following the deduction to the Deposit you agree to pay the necessary sum to restore the Deposit to its original level.



- 8.14 Following termination of the Contract in accordance with clause 13, we endeavour to return the Deposit or the balance of the Deposit (as the case may be) as soon as reasonably practical following our confirmation that no deductions or further deductions are to be made from the Deposit.

## **9. How to pay**

- 9.1 Payment for the Services is in advance. We will take your first payment and the Deposit (if any) upon acceptance of your order and for Hourly Members and Dedicated Members we will take any subsequent payments monthly in advance.

- 9.2 As an Hourly Member or Dedicated Member, you can make your first payment for the Services using a credit card or by adding your direct debit details to your account. Any subsequent payments for the Services as an Hourly Member or Dedicated Member shall be taken by way of direct debit or by charging the credit card you provided during the order process. Your designated card or direct debit will be charged automatically between the 1st and 5th day of each month. If you are a Daily Member you will need to make payment by debit card or credit card.

- 9.3 We will send you an electronic invoice on the 27th day of each month for which payment will be taken in accordance with clause 9.2. For any failed or cancelled payments, a £25 + VAT administration fee will be levied.

- 9.4 If you fail to make payment when due, then, you agree to pay interest on the overdue sum from the date payment was due until the date you make payment of the overdue sum. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

## **10. Intellectual property rights**

- 10.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

- 10.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.





## **11. How we may use your personal information**

11.1 Further details of how we will process personal information are set out in the Freshmill Charter.

## **12. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

12.1 Members are responsible for insuring their personal property against all risks and agree to waive any right of recovery against us, our officers or employees for any damage or loss to their personal property.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.3 Subject to clause 12.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of use or corruption of software, data or information;
- (e) loss of or damage to goodwill; and
- (f) any indirect or consequential loss.

12.4 Subject to clause 12.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Membership Fees paid by you under this Contract in the 12 months prior to the claim arising.



- 12.5 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.7 You acknowledge that we do not control and are not responsible for the actions of other Members and their guests. If a dispute arises between Members or their guests, you acknowledge that we have no obligation to participate, mediate or indemnify any Member or their guests.
- 12.8 You agree to indemnify us from and against any and all claims, liabilities, and expenses including reasonable professional fees, resulting from any breach of the Contract, act or omission by you or your guests. You are solely responsible for the actions of and all damage caused, directly or indirectly by your guests.
- 12.9 This clause 12 will survive termination of the Contract.

### **13. Termination**

- 13.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
  - (b) you fail to comply with the terms of the Freshmill Charter or our reasonable instructions relating to your use of the Services;
  - (c) you fail to pay any amount due under the Contract on the due date for payment;
  - (d) if you are a Company, you take any step or action in connection with you entering administration, provisional liquidation or any composition or



arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (e) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
  - (f) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 13.2 Where you are an Hourly Member or Dedicated Member, we may terminate the Contract with you, at any time after the Commencement Date, in our absolute discretion and without having to provide reason by providing you with at least one month's written notice.
- 13.3 As an Hourly Member or a Dedicated Member, you may terminate the contract at any time after the Commencement Date by notice by at least one month's notice, specifying the month in which you wish to terminate the Contract (**Contract End Month**). Notice to terminate must be provided to us by logging into to your account via the online portal and confirming the Contract End Month.
- 13.4 Termination of the Contract for Hourly Members and Dedicated Members will take effect at 5:30PM on the last Business Day of the Contract End Month.
- 13.5 The Contract with Daily Members shall automatically terminate at 5:30PM on the Business Day which you have selected to access the Hot Desk Facilities.
- 13.6 We offer a 14 day cooling-off period to all Members. If you change your mind and no longer wish to use the Services and notify us in writing within 14 days of the Commencement Date, we will cancel your membership and refund any Membership Fees and Deposit. We may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.



13.7 Following termination of the Contract:

- (a) Members will need to remove all personal belongings from the Premises. Dedicated Members will also need to remove all personal belonging from any private locker space provided. We will be entitled to dispose of any personal belongings not removed by you after giving you reasonable notice to do so and invoice you for any costs of disposal we incur;
- (b) we will not accept delivery or forward any of your post delivered to us; and
- (c) Hourly Members and Dedicated Members will need to return all access passes, front door keys and any other items belonging to us.

13.8 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

13.9 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

**14. Membership Agreement**

14.1 These Terms and the Contract do not form part of a lease or any interest in real property. This is a contractual arrangement that creates a revocable licence.

14.2 We retain legal possession of the Hot Desk Facilities and the Premises.

**15. Events outside our control**

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.



15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

## **16. Communications between us**

16.1 When we refer to "in writing" in these Terms, this includes email.

16.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

16.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

16.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **17. General**

### **17.1 Assignment and transfer.**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.



- 17.2 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 17.3 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.4 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 17.5 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

