

# Terms & Conditions

We're not ones for rules, but sometimes they're needed to keep things ticking along. Here's a few things we need you to sign up to, so that everyone gets the most out of Working From\_.

Have a read and hit up [legal@ennismore.com](mailto:legal@ennismore.com) if you have any questions (these rules may change from time to time, but we'll keep you in the loop if so).

## Where can you work from?

Your Membership Application Form will give you the lowdown, but feel free to ask our friendly host team if any questions arise. They can also give you details of any events, promotions or offers available to you as a member. We all have our fave corners, but unless you have a membership for a fixed desk, we can't hold any communal areas for you. Please don't leave your belongings to 'save' your spot – the space is for everyone!

## Be a good housemate

We're opening our home up to you, so please mind the Ds – don't be disruptive, damaging, dangerous, or dickish to others, their things, or the building. There's no smoking or vaping (no ifs or butts!) in or around the building and no smelly food or booze where people are trying to work. Don't worry, if you're hungry, we've food and drink options aplenty. Certain areas may have special rules and you will need to comply with them.

## Don't be a loud mouth on your mobile

Please don't take calls in the shared working areas. There are phone booths available for calls, but please don't take these as your personal space or monopolise their use. Act nice to others. We're not fans of behaviour that's disrespectful, abusive, harmful or offensive. That's just not our jam.

## Play fair

You're free to use the meeting rooms, printers, power sockets and Wi-Fi. But please use in a fair and eco-friendly manner. No cabling, servers or telecoms can be set up. And, you know, don't publish your new book from the communal printer! If you go overboard, we'll have a lil' word with you and may have to limit your usage – no one wants that! We also have on-site tech support – but anything that sits outside of our Working From\_ tech systems, is at your own risk and should be facilitated by your own tech support team.

## Sharing is caring

Working From\_ is invite only. We don't want to limit your guestlist, but you have to sign them in and stick by their side (well, maybe not to the bathroom). They've got to be 18 or over and if your guests are becoming regulars, we may have to chat about making them official too. Members cannot use the address as a registered company address with any tax or company registrar authority. We also might ask you not to use the building for deliveries or mail if too frequent or placing an unfair burden on our host team.

## Eats & Drinks

Get your fill in the pantry area or the café, rather than in the working spaces. No hot food or booze can be brought in from the outside world (including takeaways or deliveries).

## Meetings on the fly

Spot a free meeting room that hasn't been reserved? It's fair game! You can use it for up to 2 hours (or less if there's an upcoming reservation). Please just let our host team know and they will book you right in. All reservations or last-minute uses of meeting rooms should be confirmed by the host team and will be strictly on a first-come-first-served basis.

## Let's talk money

All the deets are in your Membership Application Form. Fees are payable on a monthly basis in advance, and are inclusive of all related taxes, bills and costs, including any applicable business taxes and costs for standard office services. When you become a member, you'll be asked to set up a direct debit for membership fees. This will last the whole membership (including during any notice period). We may charge interest 5% above the Bank of England base rate, accruing daily, on any overdue amounts and/or terminate/suspend your membership if payment is late or missed. Direct debits will be taken out on the first of the month. All members must notify us if there is any change to the lead contact or the payment information. And you'll need to pay upfront.

- 1. any deposit**
- 2. any remainder of the current month (calculated pro-rata)**
- 3. membership fees for the next month (if not enough days for direct debit to be set up before next month).**

We reserve the right to increase or decrease membership fees each year. You will be given advanced notice of any change with at least two weeks' notice, on top of your notice period (see your Application Form for details of your notice period).

## When good things end

Your membership will run for your minimum membership period (as set out in your Membership Agreement) and then will continue on a rolling basis until you end your membership. To end your membership, let us know in writing via email or letter (details can be obtained from your host team). Your membership will end at the end of the second full calendar month following service of your notice (so for example, if you serve your notice on 15 September, your membership will end on 30 November). We do not agree that the Consumer Contract Regulations apply to your membership with us. These regulations only apply to those purchasing goods or services as a consumer, whereas your use of our space is for your business purposes and therefore classifies you as a trader. This means that these Regulations do not apply to you. We are happy to discuss this with you and to talk about what you would like to do regarding your membership going forward.

## Keys open doors

Keep your keycard safe! Don't let others borrow it and don't make any copies. If you lose it, tell us ASAP. Keycards remain our property and must be returned immediately upon request. You may be charged if they're lost or damaged. So hold on tight! For any new members of your team, please do let us know in advance so we can get their access card ready and similarly, it's best to update us immediately if anyone leaves or there are any other changes. If there are more people in the Studio than were signed up, you may be charged.

## Safety first

Remember the last time you got carded? Well, you may have to present ID to get in. Spaces may be recorded for security purposes too, and we'll release the footage and disclose info about you if called upon by the law.

## Mind your things

Look after your things, as we won't be responsible. This includes taking them with you when you finish up. (After providing you with reasonable notice, we may throw them out – and will charge you for the removal costs.) All lockers are first come, first serve. Your things are safe in the day but make sure you clear them out before you leave so someone else can use it tomorrow. Working From\_ team members or their contractors shall have the right to enter your space with or without notice. We encourage you to maintain personal property insurance and commercial general liability insurance for you and your team.

## What's your damage?

You'll be responsible and may be charged for any damage caused to the premises, including other peoples' things, caused by you or your guests or dogs. You may not make any structural or non-structural alterations whatsoever without the prior approval of the Working From\_ team. If you have a Private Studio with us, the space must be left in exactly the same condition and state as it was at the start of your membership (unless otherwise agreed with us).

## Theirs and theirs alone

Don't take, copy or use any documents, materials, intellectual property, ideas or information belonging to others, including their names, likenesses, voices, business names or ideas, trademarks, service marks, logos, other identifiers, or altered versions of the same.

## Privacy matters

There's no expectation of privacy when it comes to our internet, networks, telecoms or information processing systems. You may be monitored.

See our Privacy (<https://ennismore.com/privacy-policy>),

Cookies (<https://ennismore.com/cookie-policy>) and

Web and Wifi Terms of Use (<https://ennismore.com/terms-of-use>), any of which may change from time to time.

## Anti Money Laundering

By agreeing to these rules, you represent and warrant that at all times you and your team have and will conduct your operations in accordance with all laws that prohibit commercial or public bribery and money laundering (the "Anti-Money Laundering Laws"), and that all funds which you will use to comply with your payments obligations with Working From\_ will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. You will provide us with all information and documents that we from time to time may request in order to comply and confirm compliance with all Anti-Money Laundering Laws.

## Anti Corruption Laws

By agreeing to these rules, you represent and warrant that at all times, neither you nor any members of your team or anyone acting on your behalf, has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value, nor shall it authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, whether directly or indirectly to any Government Official or any commercial party (including any member of the Working From\_ team), for the purpose of (i) influencing an act or decision of such person, (ii) inducing such person to do or omit to do any act in violation of such person's lawful duty, or (iii) securing an improper advantage. For purposes of this section, "Government Official" means any officer, employee or person acting in an official capacity for any government agency or globalization, including state-owned or controlled companies, as well as any political party official or candidate.

## Workplace – our online community

As a member of Working From\_, you'll be given access to our online community platform, Workplace, which is a product by Facebook. You can use the platform to stay up to date on Working From news, network with fellow members, check out events taking place in house and in the surrounding area and use our custom bots to book meeting rooms, register guests and order F&B to your desk. Working From\_ is licensed by Workplace to use the platform - we do not guarantee that it will be available to us forever. Therefore all data uploaded or shared on Workplace remains to property of Working From\_, therefore we suggest you don't share anything which is sensitive or permanently fundamental to your company.

Your Workplace profile and data will be deleted 30 days after the date of termination of your membership. If you're part of a company, an individual's profile and data will be deleted 30 days after their membership has been cancelled.

You are also liable for any action you or a member of your team takes which brings Working From\_ into dispute with Workplace or Facebook as detailed in their terms and conditions and terms of usage that Workplace or Facebook may implement from time to time.

Please use Workplace nicely and responsibly; don't pester other members, don't be rude, don't share any personal information and don't share anything which your mum wouldn't be proud of.

## Furry friends

Want to bring in your dog? Ask us first – you may have to prove they're vaccinated. Keep 'em close. You'll be the one responsible for any injuries or damage caused by them (or any of your guests' dogs). And we may stop you bringing them if things don't work out.

### Watch your guests

We're not responsible for any guests, dogs, or invitees. If a dispute arises, we may not be able to intervene, but of course we will do all we can to help resolve things.

### Member status, revoked!

Should we believe that you aren't complying with these rules or not being a good Working From\_ member, we may suspend, restrict or terminate your access to the building, immediately and without notice.

### Take responsibility

You're responsible for the actions or any damage caused by persons and dogs that you or your guests invite in and agree to hold us harmless. To the extent allowed by law, you (and your guests) waive any claims against us, plus our affiliates, patents and successors, and each of our and their employees, assignees, officers, agents and directors ("Working From\_ parties"), plus our related parties, resulting from injury or damage to, destruction, theft, or loss of, any property, person or dog. You'll obtain our written consent before entering into any settlement involving or relating to any Working From\_ party. We may look into any possible violations of these rules – and you need to cooperate fully when we do, waiving any rights against any Working From\_ party and holding them harmless.

You confirm that no Working From\_ party shall be in any way liable for any losses, costs, expenses or damage whatsoever (including in relation to personal injury, property damage or loss) that may be incurred or suffered by you, your guests or your dogs.

### Law to rule them all

These rules are governed by and will be read in accordance with **the law of England and Wales.**

### Let's just be clear

These rules can't be construed to grant you any rights or interests (including any title, lease, easement, possession or related rights) in our business or building. A space may be ruled out of use for any reason, even if it's part of a private studio, without notice. If you're a Day Pass or Desk Hop member, we cannot always guarantee you a space. Your membership is personal and non-transferable, so you can't give it to anyone else. However, we're free to assign, transfer, charge, subcontract, delegate or deal in any other matter all of our obligations, services, rights and interests with you under these rules. Nothing in these rules creates any form of tenancy interest (including any security of tenure), leasehold estate or other property interest.

### And finally...

We are all humans, treat each other with respect and kindness. We rely on all of us to make this place a fun and peaceful environment where through community comes success.

# Non Disclosure Agreement

You have been permitted access to Working From\_ Southwark, located at The Hoxton, Southwark (**Working From**).

You acknowledge and agree that by having access to Working From, you may have deliberate or incidental visibility of and access to business, technical or creative ideas, materials and other information (any of which could reasonably be regarded as confidential in nature), whether contained in verbal, electronic or physical format, (**Proprietary Information**, which term shall include, without limitation, anything you learn or discover as a result of exposure to or analysis of any Proprietary Information).

In accessing Working From, you agree as follows:

1. You will hold in confidence and will not possess or use or disclose (other than to the extent expressly permitted by the owner(s) of the relevant Proprietary Information) any Proprietary Information except information you can evidence (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to your access to Working From or (c) was properly disclosed to you by another person without restriction.
2. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information, or take any copies, extracts or other objects or items containing Proprietary Information outside of Working From, except to the extent permitted by the owner(s) of the relevant Proprietary Information.
3. Nothing herein shall operate to grant you a license in or to any of the Proprietary Information.
4. You will promptly notify us of any unauthorized release, disclosure or use of Proprietary Information.

The terms of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that such Proprietary Information falls into one of the exceptions stated above.

You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm for which damages are not an adequate remedy, and that either we or any of the owners of Proprietary Information shall therefore be entitled to equitable relief in addition to all other remedies available at law.

This Agreement is governed by the law of England and Wales. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.

Print name: .....

Sign: .....

Date: .....