

Office Plan UK Limited (“O.P.UK” / “Office Plan”) Booking Terms and Conditions

1. All prices are quoted exclusive of VAT.
2. 48 hours' notice is required for cancellation or full charges are applicable.
3. Payment will be made in advance. All bookings are not confirmed until payment has been received and a separate confirmation email will be sent to advise of this from the Office Plan team.
4. Reception is unmanned. You are required to meet and greet any clients and / or visitors attending the building and they are your responsibility whilst on the premises.
5. All visitors must respect other occupiers in the building and onsite, this includes ensuring noise levels are kept to a minimum.
6. The room hire is unavailable before the time it is booked.
7. The room should be vacated promptly at the end of the booking time. If available, any additional time will be invoiced in accordance with our hourly rates and is to be agreed with Office Plan prior to the extension of the time period.
8. At the end of each booked period, the room is to be cleared of any belongings and left clean, tidy, and suitable manner ready for the next booking. Cleaning charges will be added to your account if this is not adhered to.
9. Wi-Fi access is to be pre-arranged with Office Plan.
10. No refreshments are provided or available on site. Please ensure you bring any items required such as bottled water / glasses etc.
11. The use of administrative/photocopying and other services on-site during the room hire is available subject to availability and is to be pre-arranged with Office Plan with a minimum 72 hours' notice. Additional charges are to be paid for within 7 days of receipt of invoice for such services.
12. Free onsite parking is subject to availability, fair usage and is on a first come, first serve basis.
13. No food is to be brought into or consumed in any room unless prior arrangements have been made with Office Plan.
14. Access to kitchen facilities is strictly by prior arrangement with Office Plan.
15. Office Plan reserves the right to change the requested Meeting Room or Hot Desking facility to an alternative of similar size and quality in the event that the original one is unavailable. We will notify you of this change as soon as reasonably possible.
16. Where circumstances beyond our control require that our services are affected, Office Plan reserves the right to make any changes necessary to the booking until such time as we are able to resume normal service. We will notify you as soon as reasonably possible.
17. The meeting rooms or equipment within them will not be used for any fraudulent, unlawful, criminal, immoral or similar purposes or in connection with any business that has an activity that is in breach of any rules, regulations, laws or otherwise.
18. Office Plan reserves the right to cancel, without prior notice, should any activities or uses be deemed unsuitable for in the building.
19. Damage caused to the premises, furniture, fixtures and fittings or property whilst on site is the responsibility of the hirer and will be charged accordingly at a rate deemed suitable by Office Plan. Damage must be reported immediately.
20. Our staff and other occupiers in the building are entitled to work in a safe and secure environment. Anyone causing distress or offence will be asked to leave the premises and the relevant authorities will be notified.

For the Term of this Agreement, and subject to the terms and conditions hereinafter set forth, the Customer shall have the right to use the Meeting Room or Hot Desking facility and to receive the Services.

1. Conditions of Use, Duration and Termination of the Agreement

1.1 The Meeting Room or Hot Desking facility shall be that office in the Building as set out in the Particulars.

1.2 Booking: The Customer acknowledges that (i) O.P.UK retains control, possession and management of the Meeting Room or Hot Desking facility; (ii) it has no right to exclude O.P.UK from the Meeting Room or Hot Desking facility and O.P.UK may enter the Meeting Room or Hot Desking facility at any time to provide the services ("the Services") set out in the Services Brochure (available on request from O.P.UK) and to check that the Customer is complying with its obligations under this Agreement; (iii) it shall occupy the Meeting Room or Hot Desking facility as a hiree and that no relationship of landlord and tenant is created by this agreement; (iv) the licence to occupy granted by this agreement is personal to the Customer, is not assignable and the rights granted to the Customer may only be exercised by the Customer and its employees and in the Customer's name as set out in the Particulars; and (v) O.P.UK shall be entitled at any time on giving reasonable notice to require the Customer to transfer to an alternative space elsewhere within the Building of a reasonably equivalent size to the Meeting Room or Hot Desking facility without liability for loss or inconvenience to the Customer.

1.3 The Customer shall pay to O.P.UK the Deposit, if one is requested, on the date of this Agreement, the Customer Fee (as reviewed in accordance with clause 5.1 hereof) without deduction or set-off and all other sums due under this Agreement in the manner set out in this Agreement plus any VAT thereon.

1.4 Permitted Use: the Customer shall use the Meeting Room or Hot Desking facility for general office purposes only and such other use as O.P.UK authorise in writing and for no other purpose.

1.5 The Term: this Agreement is for the period of booking only.

1.6 Termination by O.P.UK: O.P.UK may terminate this Agreement at anytime after the Booking by giving the Customer as much notice as deemed possibly within reason but at O.P.UK discretion. In the event of breach of any obligation by the Customer, including but not limited to non-payment, O.P.UK may also terminate the Agreement immediately at any time. If the Customer becomes insolvent, goes into liquidation or becomes unable to pay the debts as they fall due termination of this agreement applies. If O.P.UK terminate this Agreement it will terminate without prejudice to any liability that has accrued before termination.

1.7 Termination by the Customer: subject to having materially complied with all the provisions of this Agreement the Customer may terminate this Agreement with a minimum 48 hours written notice to O.P.UK on it's intention to do so.

1.8 Vacating the Meeting Room or Hot Desking facility: the Customer must vacate the Meeting Room or Hot Desking facility and the Building immediately, leaving it in the same condition as it was at the date of this Agreement. O.P.UK may retain or dispose of or sell any property left by the Licensee in the Meeting Room or Hot Desking facility following termination of this Agreement and O.P.UK shall have no obligation to account to the Customer for the proceeds of sale of such property. O.P.UK may also charge the Customer an additional reasonable fee for any damage to the Meeting Room or Hot Desking facility or any fixtures and fittings within the Meeting Room or Hot Desking facility caused during the Licensee's occupation of the Meeting Room or Hot Desking facility and for the costs of disposing of or selling any property left behind by the Customer.

2. Meeting Room or Hot Desking facility and Services

2.1 The Customer is responsible for the security of communication and network resources and O.P.UK accept no responsibility for any loss or damage caused by unauthorised access in that regard.

2.2 If requested to do so in writing, with a minimum 72 hours' notice, by the Customer O.P.UK will provide the Additional Services (set out in the Services Brochure) for the additional costs (set out in the Services Brochure) which may be subject to change from time to time. Unless otherwise agreed in writing by O.P.UK and the Customer the Services and Additional Services, including reception cover, will only be available by prior booking and within the hours of Monday to Friday from 09:00 to 17:00 excluding Bank Holidays and during the Christmas holiday period (specific details of which can be confirmed with O.P.U.K upon request as these will vary from year to year). Reception cover is not standard. The reception area is unmanned.

2.3 O.P.UK may suspend the availability of the Meeting Room or Hot Desking facility and the provision of the Services for reasons arising from or attributable to acts, events, omissions or accidents ("the Act") beyond its reasonable control, in which event payment of the Booking Fee will also be suspended from the date of the Act until the date the Meeting Room or Hot Desking facility becomes available again.

2.4 O.P.UK will insure the Building and the furnishings against loss or damage by such risks and for such sum O.P.UK sees fit. O.P.UK shall not be obliged to insure any the Property or installations and additions installed by the Customer in accordance with clause 4.1.

2.5 If for any reason O.P.UK are unable to provide the Meeting Room or Hot Desking facility stated in this Agreement by the start of the Booking O.P.UK shall have no liability for any loss or damage but you may terminate the agreement without penalty by service of written notice on O.P.UK. In the event that the Customer terminates the Agreement under this clause O.P.UK will refund (without interest) any Booking, Deposit and Set Up Fee paid by the Customer in respect of any Meeting Room or Hot Desking facility that O.P.UK are unable to provide to the Customer on the commencement of the Booking Term.

3. Customer's Obligations

3.1 The Customer shall pay interest at the rate of 5% above the base rate of Barclays Bank plc on any sum payable under Agreement that has not been paid by the date it is due, whether it has been formally demanded or not on that amount for the period from the due date to and including the date of payment.

3.2 The Customer must not install any, cabling, IT or telecom or office equipment, additional furniture or make any alteration to any part of the Building or Meeting Room or Hot Desking facility without O.P.UK's written consent which O.P.UK may refuse at its absolute discretion and if consent is provided it may be subject to any such conditions that O.P.UK sees fit.

3.3 The Customer shall be liable for any damage caused to the Meeting Room or Hot Desking facility, Building or any adjoining or neighbouring property which in O.P.UK has an interest or any occupiers thereof by the Customer, its employees or anyone so authorised or invited to attend the Building by the Customer or its employees.

3.4 The Customer must insure its own property which it brings into the Building and for its own liability to its employees and to third parties.

3.5 The Customer may use the Building address but only during the period of the Booking Term.

3.6 The Customer shall pay all for all internet, telephone and fax usage and all other services as detailed in the Services Brochure.

3.7 If the Customer breaches any terms of this Agreement including (but not limited to) non-payment of the Booking Fee for which O.P.UK incurs costs O.P.UK may deduct such costs from any Deposit, if one is held and require the Customer to top up the Deposit to the sum prior to any deduction within one week of such request from O.P.UK.

3.8 The Customer must comply with all rules and regulations made from time to time by the O.P.UK in accordance with the principles of good estate management relating to the use and the management of the Building.

3.9 The Customer must comply with all relevant laws and regulations in the conduct of its business and its use of the Meeting Room or Hot Desking facility and Building.

3.10 The Customer shall not use the Property for any illegal purpose nor for any purpose or in a manner that may cause loss, damage, injury, nuisance or inconvenience to O.P.UK, the occupiers of the Building or any owner or occupier of neighbouring property or in any manner that may increase the insurance premiums payable by O.P.UK or vitiate O.P.UK's insurance policy for the Building.

3.11 For the duration of this Agreement and for a period of 6 months after the termination of this Agreement the Licensee must not solicit or offer employment to any of O.P.UK's employees employed at the Building and in event of breach the Licensee shall pay to O.P.UK the equivalent of 1 years salary for each employee concerned.

3.12 The Licensee must not carry on a business that competes with O.P.UK's business of providing office accommodation and services.

3.13 In the interests of the Customer's business relationships on the date of the end of the Booking Term the Customer must inform all its contacts that it no longer occupies the Meeting Room or Hot Desking facility and provide such contacts with a new postal address and contact telephone number and fax. O.P. UK will charge at half the Booking Fee for dealing with such communications relating to the Customer's business received for any term following termination of this Agreement.

3.14 In the interests of the security of O.P.UK on the date of the termination of this Agreement the Customer must return all issued forms of access to O.P.UK including but not limited to keys and fobs. Failure to return all forms of access issued during the Licensee's occupation will result in the following charges per item not returned: Entrance / Office Keys £50 per key, Security access fobs £25 per fob and Security Alarm access fobs £100 per fob.

4. O.P.UK's Liability

4.1 O.P.UK will hold the Deposit, if one is requested, as security for performance of the Customer's obligations under this Agreement and the Deposit or balance thereof after any deduction by O.P.UK for breach of obligation by the Customer shall be refunded (without interest) to the Customer as soon as reasonably practicable after the end of the Term or termination of the Booking Term if sooner.

4.2 O.P.UK is not liable to the Customer, its employees or anyone so authorised or invited to attend the Building by the Customer or its employee in respect of any loss or damage suffered in connection with its use of the Office and Building, the provision of the Services or for any act or omission by O.P.UK relating to this Agreement unless O.P.UK or its employees or Agents have acted deliberately or negligently in causing such loss or damage PROVIDED ALWAYS:

4.2.1 O.P.UK shall never be liable for any loss or damage unless the Customer has promptly notified O.P.UK in writing by notice such claims and given O.P.UK reasonable time to rectify the matter;

4.2.2 the Customer must take all reasonable steps to mitigate any such losses and expenses and shall not compromise or settle any such claim without the prior written approval of O.P.UK (such approval not to be unreasonably withheld or delayed);

4.2.3 O.P.UK shall have no liability for economic or consequential loss; and

4.2.4 the total liability of O.P.UK in relation to any one event or circumstance or a series of events or circumstances shall not exceed £50,000

5. General

5.1 Notices: all formal notices must be in writing to the address in the Particulars.

5.3 Confidentiality: the terms of this Agreement are confidential and the Customer must not disclose the terms without O.P.UK's agreement.

5.4 Applicable law: this agreement shall be governed by the laws and exclusive jurisdiction of England.

5.5 This Agreement is subordinate to any lease of the Building with O.P.UK's landlord and to any other agreements that are supplemental to that lease.

5.6 The Customer gives consent for O.P. UK to hold it's data for the purpose of the Agreement and for marketing purposes. The Licensee has the right to withdraw consent from marketing at any stage by contacting O.P. UK in writing.