



# TERMS & CONDITIONS

## 1. INTERPRETATION

### 1.1. The Following Definitions and Rules of Interpretation Apply in These Conditions.

#### 1.2. Definitions:

##### Address

20-22 Wenlock Road, London N1 7GU.

##### Business Day

a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

##### Commencement Date

has the meaning given in clause 2.1.

##### Conditions

these terms and conditions as amended from time to time in accordance with clause 12.

##### Contract

the contract between Money Penny and the Customer for the supply of Services in accordance with these Conditions.

##### Customer

the person, company, Member or organisation who purchases Workhub Services from Money Penny.

##### Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other European Union legislation relating to personal data and all other legislation and statutory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

##### Member

any person, company or organisation who subscribes to a Workhub membership plan.

##### Money Penny

Callitech Limited trading as Money Penny registered in England and Wales with company number 03894972 whose registered office is at Money Penny, Western Gateway, Wrexham, Wales LL13 7ZB.

##### Workhub Services

the **Workhub facilities** including access to office

space, workstations, internet access, office equipment and kitchen facilities supplied by Money Penny to the Customer.

#### 1.3. Interpretation:

1.4. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.5. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6. A reference to **writing** or **written** includes fax and email.

#### 2. SCOPE OF CONDITIONS

2.1. The commencement of the provision of the Workhub Services by Money Penny (including provision during any trial period) constitutes an offer by Money Penny to supply the Workhub Services to the Customer in accordance with these Conditions, and the Customer agreeing to use the Workhub Services constitutes acceptance of these Conditions (**Commencement Date**).

2.2. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### 3. USE OF THE WORKHUB SERVICES

3.1. Money Penny shall provide access to the Workhub Services on Business Days between 8am and 8pm. Money Penny reserve the right to make changes to the opening hours and days of the Workhub.

3.2. Customers must not participate in any illegal activity or any activity that causes disruption to other customers at the Address.

#### Internet Usage

3.3. Use of the Workhub Services requires Customers to be wholly compliant with the Digital Economy Act 2010 when using the free internet access provided.

3.4. Appropriate use of the internet is expected by Customers. You must try and avoid excessive or unnecessary internet use, and be mindful of downloading files that may slow down the Wi-Fi for other users.

3.5. You are responsible for implementing necessary procedures and virus checks (including anti-virus checks and other security checks) to satisfy particular requirements for the accuracy and security of the data input and output.

3.6. In the event that Money Penny experiences any issues with the provision of internet connectivity (whether temporary suspension or otherwise) Money Penny will not accept any liability or be held responsible for any loss or damage to a Customer as a result of internet connectivity issues.

#### 4. WORKHUB DAY PASSES

4.1. Guests are welcome provided they have a Workhub day pass. They will need to provide identification on their first visit and create a Workhub account.

4.2. Money Penny reserves the right to issue Workhub day passes free of charge to its existing Customers on a monthly basis. Such passes are to be used at company level and not for the employee's personal use. Money Penny clients are entitled to a maximum of 20 day passes per month per company. We reserve the right to withdraw or amend Workhub coworking offers for Money Penny and/or non-Money Penny clients at any time.

4.3. Any Workhub pass received under clause 4.2 is non-transferrable between Money Penny clients' and any unused passes cannot be rolled over into the next month.

4.4. Workhub day passes are strictly for use in the designated coworking space and cannot be used as payment in whole or part of any private meeting rooms, mailing addresses or any other service offered by Money Penny.

#### 5. MEMBERSHIP PLANS

5.1. Monthly access allowances start on the day the membership subscription payment is received.

5.2. Workhub membership subscription charges are payable in advance by direct debit or by credit/debit card and run for a calendar month and renew automatically.

5.3. Membership plans may be upgraded at any time through your account manager at Money Penny. To downgrade your membership plan to a lower priced package requires 1 month's written notice. The new plan will start immediately after the notice period.

5.4. Payment for any other Service(s) provided to Members must be made in advance by credit card or in

arrears by direct debit as advised at the point of ordering or booking the Service(s).

#### Printing facilities

5.5. Members are entitled to use copying, printing and document scanning facilities. Printing and copying facilities are limited to 50 colour and 100 black and white copies per month as part of the membership plan. Should printing, copying and scanning requirements exceed this then an additional monthly charges will be incurred.

#### Lockers

5.6. Lockers can be hired on a monthly basis by Members. If a Member does not remove property from the locker at the end of the rental period or allows rental charges to fall into arrears then Money Penny have the right to remove and dispose of any such property and shall incur no liability to the Member.

5.7. Locker keys must be returned on the final day of the membership subscription period, failure to do so will result in a £15 charge.

5.8. Members accept that when using locker facilities their goods are stored entirely at their own risk and Money Penny accepts no liability whatsoever for the safety or security, or for the loss of (including by theft), or damage to any property stored in any locker.

5.9. Money Penny reserves the right to open (including by force) any locker and to inspect and/or remove the contents of any locker if it suspects it is being used in a manner which is inconsistent with the Workhub objectives. Money Penny shall have the right to draw the contents of any locker to the attention of any relevant authority should it deem it appropriate to do so.

#### Use of Meeting Rooms

5.10. Members are eligible to book private meeting rooms, subject to availability.

5.11. A booking is confirmed once full payment (by credit card or the use of a credit token) has been received. If payment is not received prior to the event, you cannot use the room.

5.12. Should a meeting run over the length of time booked the Member will be charged for the additional time. Money Penny reserve the right to cancel any future bookings made by you if there are any unpaid invoices on your account.

5.13. No refunds will be given for cancellation or failure to use the booking.



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**5.14.** Money Penny reserve the right to transfer bookings to alternative rooms of similar price, size and quality in the event the original room is inaccessible.

**5.15.** Any damage caused to the space or equipment during your booking is your responsibility and will be chargeable.

**5.16.** Food may be purchased externally, however it is your responsibility to clean up and dispose of any rubbish.

### 6. DURATION AND TERMINATION

**6.1.** The Contract shall commence on the Commencement Date and shall subject to clause 5.2, continue until either party gives to the other party 1 months' written notice to terminate.

**6.2.** Private office rental is subject to a minimum term of 3 months and shall continue until either party gives 3 months' written notice to terminate.

**6.3.** Without prejudice to any other rights or remedies which the parties may have, Money Penny may terminate the Contract without liability to the other immediately on giving notice to the other if:

**6.3.1.** the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or

**6.3.2.** the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.

### 7. CHARGES AND PAYMENT

**7.1.** Unless otherwise agreed in writing by Money Penny, all sums due to Money Penny under the Contract shall be payable within 7 days of receipt of Money Penny's invoice.

**7.2.** All invoices submitted by Money Penny shall be treated as agreed unless the Customer notifies Money Penny of any discrepancies within 7 days of the date of the invoice.

**7.3.** Money Penny is not obliged to refund any amounts for a period when membership is unused.

**7.4.** All charges under the Contract shall be subject to VAT at the prevailing rate.

**7.5.** Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Money Penny on the due date, Money Penny may:

**7.5.1.** charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of RBS plc, accruing on a daily basis and compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. Money Penny may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and **7.5.1** suspend all the Workhub Services until payment has been made in full.

### 8. DATA PROTECTION

**8.1.** Money Penny will comply with all applicable requirements of the Data Protection Legislation.

**8.2.** The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Money Penny in connection with the provision of the Workhub Services.

### 9. LIABILITY

**9.1.** This clause 9 sets out the entire financial liability of Money Penny (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

**9.1.1.** any breach of the Contract including any deliberate personal repudiatory breach or any deliberate breach of the Contract by Money Penny, or its employees, agents or subcontractors; or

**9.1.2.** any use made by the Customer of the Services; and

**9.1.3.** any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

**9.2.** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

**9.3.** Nothing in these Conditions limits or excludes the liability of Money Penny:

**9.3.1.** for death or personal injury resulting from negligence; or

**9.3.2.** for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Money Penny.

**9.4.** Subject to clauses 9.2 and 9.3, Money Penny shall not be liable for loss of profits, loss of business, depletion

of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of information, loss or damage to Members' property (or that of visitors) or any special, indirect, consequential or economic loss, costs, damages, charges or expenses.

**9.5.** Money Penny's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to an amount equal to the aggregate of the invoices for the Services used by the Customer over the previous 12 months.

### 10. ASSIGNMENT

Money Penny may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

### 11. ENTIRE AGREEMENT

**11.1.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**11.2.** Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**11.3.** Nothing in this clause shall limit or exclude any liability for fraud.

### 12. VARIATION

**12.1.** Money Penny may at any time alter these Conditions, the packages offered, and the Workhub Services and the price of Workhub membership services at 14 days' notice via our website.

**12.2.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 13. WAIVER

A waiver of any right or remedy under the Contract or

by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

### 14. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 15. NOTICES

**15.1.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified by the relevant party.

**15.2.** Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

**15.3.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

### 16. THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights



## TERMS & CONDITIONS CONTINUED

of Third Parties) Act 1999 to enforce any term of the Contract.

### **17. GOVERNING LAW AND JURISDICTION**

**17.1.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**17.2.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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Callitech Limited trading as Moneypenny.

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