

IMPACT HUB KINGS CROSS MEMBER SERVICE AGREEMENT

I. SUMMARY

- 1.1. This Member Service Agreement (“Agreement”) sets out the terms and conditions between You and The Hub Kings Cross Limited trading as Impact Hub Kings Cross.
- 1.2. The commencement of this Agreement shall take place on the day that Your first payment is received by The Hub Kings Cross Limited, following the written notification of this Agreement by The Hub Kings Cross Limited. By making Your first payment you shall be deemed to have accepted the terms of this Agreement.

2. DEFINITIONS

- 2.1. ‘Impact Hub Kings Cross’ or ‘IHKX’ means The Hub Kings Cross Ltd whose registered office is: 34b York Way, London NI 9AB with company registration number 06332167.
- 2.2. ‘Member’, ‘You’ and ‘Your’ means an individual, organisation, partnership or company who commits to IHKX’s vision, mission and values as set out in clause 3, pays the specified monthly Membership fee to IHKX in accordance with the conditions of the Membership Package and is accorded rights to Services by IHKX.
- 2.3. ‘Services’ refers to the provision of services set out in the Membership Package and includes:
 - 2.3.1. ‘Workspace’, meaning a chair and access to a shared table or desk; communal printing/photocopying facilities and access to refreshments (variously free or purchased).
 - 2.3.2. ‘Online Services’ means internet access, use of Members online directory, newsletters and links to the Membership Package.
 - 2.3.3. ‘Meeting Rooms’, meaning dedicated meeting rooms, bookable in advance and subject to availability and in accordance with the booking terms set out in the Membership Package;
 - 2.3.4. ‘Knowledge Resources’, meaning variously events, programmes, online resources and other resources (variously free or purchased).
 - 2.3.5. ‘Additional Services’ or ‘Add-ons’ refers to programmes, to personal mailbox and storage space and other products and services made available to Members from time to time and set out in the online Membership Package.
- 2.4. ‘Membership Package’ refers to the online document that specifies the current tariff and hours per month that as set out in Your online Membership Account.
- 2.5. ‘Membership Account’ refers to the online presence of Your own Membership Package and is hosted either at <https://impacthubkingscross.spaces.nexudus.com/en> or at an alternative website to be advised from time to time.
- 2.6. ‘Membership Profile’ means the online public display of Your name, contact details and areas of specialism and interest.
- 2.7. ‘Welcome Email’ refers to an email sent by IHKX which provides information on facilities, space usage, internet and printer access and the website links for the Membership Package and Services which form part of this Service Agreement.
- 2.8. ‘Community Guidelines’ refers to the house rules and values of the IHKX Community and the conditions set out in clause 4 of this Agreement.
- 2.9. ‘Business Days’ - Monday to Friday, excluding public holidays and occasional closure days advertised at least 30 days in advance, which shall not exceed five in any one year.
- 2.10. ‘Business Hours’ means 0800 to 2100.

- 2.1.1. 'Pre-Paid Subscription Period' means the fee payable for a Membership Package that is paid in advance of the receipt of Services.
- 2.1.2. 'Premises' means the building and its facilities at Impact Hub Kings Cross, 34b York Way, London, NI 9AB.
- 2.1.3. 'Impact Hub Association' is a network of member Impact Hubs, including IHKX, and is registered as Verein zur Förderung sozialer Innovationen, a charitable association, established and registered in Vienna, Austria under ZVR 449698901, Lindengasse 56/18-19, 1070 Vienna, Austria

3. IMPACT HUB KINGS CROSS VISION, MISSION AND VALUES

- 3.1. IHKX is a membership based co-working space and community made up of businesses addressing social and environmental challenges through their business services and products.
- 3.2. IHKX seeks to unite people from every profession, background and culture with imagination and drive to pursue enterprising ideas for a better world.
- 3.3. The spirit of IHKX is to act with honesty, respect and care in all our stakeholder relations and to seek to make a positive social and environmental impact in all our activities.
- 3.4. IHKX is a member of the Hub Association network of Impact Hub communities around the world. 'Impact Hub Association' is a network of member Impact Hubs and includes IHKX. Impact Hub Association, its member Impact Hubs and Impact Hub Company together constitute, build and cultivate the global Impact Hub Network. The shared intent of the network is to grow a locally rooted, globally connected community for measurable positive impact. Around the world the Impact Hub Association seeks to inspire, connect and enable people to take entrepreneurial action in order to pioneer a just and sustainable world where business and profit are used in service of people and planet. The network provides to its members in various places of the world flexible access to highly resourced spaces for working, meeting, learning, innovating and connecting. The know-how built up within the network associated with these practices is freely shared amongst all Impact Hubs in the network and freely contributed to by them.
- 3.5. The core values of the Impact Hub network are trust, collaboration and courage, and these are fully endorsed and supported by IHKX.

4. COMMUNITY GUIDELINES

- 4.1. You agree to work with Your best endeavours according to the core values set out in clause 3.5 and the spirit of IHKX in behaviours that enable cooperative, constructive and collaborative relations between You and other Members and between You and IHKX.
- 4.2. You agree that You will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to other Members, their guests or their personal property or to IHKX employees, the Premises or IHKX property. IHKX reserves the right to charge You for the repair cost for any damage caused by You or Your guests to the Premises or any furniture or equipment within the Premises.
- 4.3. As a licensed premises, IHKX has a statutory obligation to ensure that all Members comply with the IHKX licensing objectives set out in the Membership Package. You agree to comply with these and to provide such assistance and cooperation to IHKX hosts in upholding the licensing objectives.

5. SERVICES

- 5.1. IHKX offers Services to You that are defined in Your Membership Package and within Your Membership Account. The current terms and conditions for the use of these Services as laid out in this Agreement and any additional terms and conditions, are located as pages within the IHKX Members' website/s and notified to You in Your Welcome Email.
- 5.2. IHKX will notify You of any changes to the website location for Services or changes to the terms and conditions of these Services according to the terms set out in clauses 5.6 and 5.7.
- 5.3. Services available to Members include:
 - 5.3.1. Use of Workspace: You will be entitled to use the Premises for the hours per month specified in Your Membership Package during regular business hours on business days subject to space availability of our

Workspace. The monthly hours allocated to You in the Membership Package expire at the end of the month and cannot be added to the following month or subsequent months.

- 5.3.2. **Events:** IHKX make available the ground floor of the Premises for events during regular Business Hours and on the day of an event the ground floor is set up for the event from 5.30 pm. You may continue to work on the ground floor or join the event subject to the event being open to Members. IHKX will communicate the nature and dates of events through the regular emailed newsletter and other communications.
- 5.3.3. **Anchor desks:** Specified desks within the Premises are rented by and for dedicated Member teams and may not be used unless permission has been given by the Member team. The anchor desks are indicated by the Member's organisational logo attached to the desk.
- 5.3.4. **Meeting Rooms:** You can use the meeting rooms only by booking online via the online portal advertised to Members from time to time or by sending a written request to kingscross.hosts@impacthub.net. Booking conditions for the meeting rooms form part of this Agreement and are set out in the booking pages within the Membership Package.
- 5.3.5. **Mailbox:** You may request the payment of the specified fee, You are entitled to register Your address and receive mail and packages at IHKX. If You have done so, IHKX will accept mail and deliveries on Your behalf and You can collect them during IHKX regular business hours and days within 10 working days of being notified of a delivery at the email address associated with Your Membership Account. You agree that parcels larger than 45 cm x 30 cm x 20 cm will be collected within 24 hours after You receive the notification from IHKX. You agree that if mail is not collected, or arrives after You have terminated the service or Your Membership then IHKX may at its discretion return mail to its sender.
- 5.3.6. **Storage:** Personal lockers are available to Members for an additional monthly charge. Items must not be stored on top of the locker and IHKX reserves the right to remove personal items that are not stored within the locker.
- 5.4. Services exclude the provision of services by third party service providers who may offer You services such as events, business clinics and workshops during Your period of Membership.
- 5.5. Any claims that You may have regarding the use of services provided by third parties are excluded from the Services set out in the Membership Package.
- 5.6. The availability of the Services and the Membership Package may be changed from time to time either: (i) thirty days after IHKX provide notice of the changes through the email address associated with Your Membership Account; or (ii) when You expressly agree to the changes to the Services and the Membership Package or a version of this Service Agreement incorporating the changes, whichever event occurs first.
- 5.7. In exceptional circumstances, IHKX reserves the right to change the terms of this Service Agreement at any time with immediate effect when IHKX believes such a change in terms is required by law or a concern to protect Members and employees of IHKX.
- 5.8. You agree to respect the privacy of other Members and their guests in respect of information of a confidential nature which may become known to You through the use of IHKX Services and, in the event of information becoming known to You, not to disclose to any third party any information of a confidential nature (including trade secrets and information of commercial value).

6. CREATING YOUR MEMBERSHIP PROFILE

- 6.1. You agree upon registration to provide IHKX with the information required to complete Your Membership account application and an accurate Membership Profile.
- 6.2. You agree to keep Your Membership Profile information up-to-date and to publicise Your profile information within the Impact Hub Association.
- 6.3. You are responsible for maintaining the confidentiality of Your password and security of Your location access device and to notify IHKX if You suspect Your password or location access device has been compromised.
- 6.4. You agree that Your Membership Profile will be published online and IHKX agrees that any of Your personal data stored by IHKX and Impact Hub Association which is not included in Your Membership Profile shall not be disclosed without Your prior permission except where UK law enforcement agencies

require disclosure without Your consent under the provisions of the Data Protection Act 1998.

7. INVOICING AND PAYMENTS

- 7.1. You agree to pay for the Services by direct debit in pounds sterling (GBP) for the monthly fees invoiced.
- 7.2. You agree to provide Your bank details in the Membership application registration to enable IHKX to issue a direct debit for the use of Services.
- 7.3. You will be invoiced on the first day of each month in advance based on Your Membership Package. Also included are any additional charges that You have incurred for Services such as meeting room bookings in the previous month. Payment will be taken by direct debit for the invoice on the 4th day of each month or within seven days following.
- 7.4. Your use of the Services may be immediately suspended if IHKX is unable to receive payment from Your bank.
- 7.5. The price and conditions of Services applicable to Your account may be subject to a change subject to notice provided by IHKX at least 30 days in advance of the due payment date.
- 7.6. Your continued use of the Services following a notice advising a change in prices for services constitutes Your agreement to the change in the price of Services.
- 7.7. You may terminate this Service Agreement if You do not agree to the change in prices and notify IHKX of Your termination within seven days of the notice of the price change. Pre-paid fees will be refunded on a pro-rata basis in the event that IHKX terminates Your Membership prior to the end of Your Pre-Paid Subscription Period.

8. MEMBERSHIP PACKAGE DOWNGRADE OR TERMINATION

- 8.1. If You wish to downgrade or terminate Your Membership Package, You agree to give one calendar month's notice and agree that You are not permitted to terminate Your Membership for the first three calendar months of Your Membership unless IHKX notifies You of a price change under the terms of clauses 7.5 – 7.7.
- 8.2. In order for Your Membership Package to be downgraded or cancelled in the current month, You agree to notify IHKX before the 5th day of the month, otherwise Your Membership will only be downgraded or terminated on the last day of the following month.
- 8.3. To downgrade or terminate You agree to complete the Membership Changes form available within the Membership Package at the website link provided in Your Welcome Email or as subsequently notified. Your notice will be registered by IHKX from the day You complete the online form at the link specified in Your Welcome Email or as subsequently notified.
- 8.4. If IHKX has reason to believe that You have failed to comply with the provisions of this Service Agreement and the spirit and values of IHKX set out in clauses 3.3, 3.5, 4.1, 4.2 and 4.3 then IHKX may at its sole discretion restrict Your access to Services or terminate Your Membership with immediate effect.

9. GUEST POLICY

- 9.1. You are welcome to bring guests into the ground floor space of the Premises. You are given a three hour guest allowance per day without additional charge which may be allocated between one or more guests proportionately. This means that You can have one guest for three hours or two guests for one hour and a half each or three guests for one hour each.
- 9.2. If Your guest or guests wish to work for more than three hours then You agree to pay for a day pass per guest subject to the terms set out in Your Membership Package.
- 9.3. You agree that if a meeting is organised for four guests or more then it is a requirement that the meeting be held in a meeting room which should be booked in advance under the booking conditions set out in the Membership Package. You are permitted to invite as many guests as capacity allows for any meeting in a meeting room that has been booked by You. Guests in booked meetings in meeting rooms are exempt

from the three hour daily guest allowance whilst in those meetings, otherwise they are subject to the same allowance.

- 9.4. You agree to sign for the attendance of Your guest or guests with a host at the reception desk and to sign for the departure of Your guest or guests.
- 9.5. You agree to take responsibility for the behaviour of Your guests and to ensure they are made aware of the Community Guidelines.
- 9.6. If You fail to comply with the guest policy set out in clauses 9.1-9.5 then You will be charged for a day pass for each guest on the terms set out in Your Membership Package.

10. LIMITATION OF LIABILITY

- 10.1. Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of IHKX to a Member in respect of any claim whatsoever or breach of this Agreement whether or not arising out of negligence, shall be limited to the fees paid by the Member for the period to which the claim relates.
- 10.2. In no event shall IHKX be liable to the Member for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever.
- 10.3. Where IHKX uses the service of any agent or third party connected to the Services IHKX does not give any warranty, guarantee or indemnity for the services that they give to Members.
- 10.4. IHKX is not liable for any loss of property incurred during Your usage of Services.

11. JURISDICTION

- 11.1. The laws of England and Wales govern this Agreement.
- 11.2. Any claim made against IHKX must be made in the courts of England, which will have exclusive jurisdiction in respect of any such claim, subject to IHKX's rights to commence proceedings in any other jurisdiction.

The Licensing Objectives of The Hub Kings Cross Limited

As a licensed premises, The Hub Kings Cross Limited (“IHKX”) has a statutory obligation to ensure that all Members comply with the IHKX licensing objectives set out in the Membership Package and to provide such assistance and cooperation to IHKX hosts in upholding the licensing objectives.

The specific responsibilities of a Member under the four licensing objectives are:

1. The prevention of crime and disorder

- The possession and use and supply of non prescription illegal drugs on the premises will not be tolerated. Any Member or guest observed or found in possession of such drugs for whatsoever purpose will be asked to leave the premises immediately and their Membership shall be revoked. In circumstances in which a person/s is observed to supply illegal drugs, Hub staff shall immediately report the person/s to the police. The misuse of illegal drugs is a criminal offence and Members are required to report any such offence to a Hub host.
- In order to reduce the risk of anti-social behaviour occurring on the premises and elsewhere after Members and / or guests have departed, Members and guests shall be required not to take alcoholic beverages from the premises to consume in York Way.

2. The prevention of public nuisance

In order to reduce the public nuisance occurring on the premises and elsewhere after Members and / or guests have departed, Members and guests shall be required not to take alcoholic beverages from the premises to consume in York Way.

3. Public Safety

- The licensed capacity of the building is 130 and every Member is requested to inform Hub staff on any risk or hazard to public safety.
- Health and safety walkarounds shall be conducted by hosts weekly and recorded in the premises health and safety log. During these walkarounds, Members will be asked to advise on any hazards and risks of which they are aware.
- In the event of a fire evacuation a fire siren will sound and Members are required to exit from the front entrance and to the assembly point in front of Costa Coffee, York Way ensuring that their guests are guided to the assembly point.

4. The protection of children from harm

- No person under the age of 18 will be admitted to the premises unless accompanied by a Member who takes responsibility for their welfare and safety.
- No person under the age of 18 shall be served an alcoholic drink. Anyone appearing to be under the age of 21 shall be asked for proof of age such proofs being either a UK/EU driving licence or a passport.