



The Entity SiGNAL BiZHUB Group LTD, referred to in this document as "SiGNAL," encompasses the entire group and any subsidiary companies or sub brands belonging to the group. This includes, but is not limited to, SiGNAL BiZHUB, SiGNAL Sites, SiGNAL Storage, and SiGNAL Workshop.

## **SiGNAL General –**

By joining the SiGNAL community, you agree to the following Terms and Conditions.

Anything listed under the Heading SiGNAL General applies to all SiGNAL Services unless otherwise stated under the individual service heading laid out in these terms and conditions. Under the service headings you will find specific terms and conditions relating to that service which will be in addition to anything stated under SiGNAL General.

### **Community Commitment - Code of Ethics and Behaviour**

At SiGNAL, we are proud of our amazing members and residents who support our community initiatives and are a pleasure to work with. However, as a legal document, this code must address the rare negative behaviours we have encountered. We expect all customers to adhere to SiGNAL's Code of Ethics and Behaviour outlined below.

BiZHUB members and residents are required to conduct themselves professionally and respectfully towards other community members. Racist, misogynistic, sexist, homophobic, or gender-discriminatory language is not tolerated at SiGNAL, whether online, at our events, or on our premises.

We expect members and residents to avoid using the premises to cause any nuisance, damage, disturbance, annoyance, or interference to the owners, occupiers, or users of the premises or any nearby property.

SiGNAL reserves the right to remove any posts, comments, or articles on platforms we manage without prior explanation (though we strive to provide clear explanations).

Failure to follow SiGNAL's Code of Ethics and Behaviour may result in a verbal warning, a ban from attending events, or the termination of your contract or service.

### **SiGNAL Operations**

Reception is closed at weekends and bank holidays and also closed for selected days over Christmas and New Year and Bank Holidays\*

Anyone entering the building must sign in and out in the visitors book every time they enter and leave the property for H&S reasons. As well as follow all legislation relating to the premises and to the health and safety of persons working at or visiting the site.

Use of kitchen with fridge and kettle is included.



Pandemic Policy -. Should the county experience another lockdown or pandemic such as Covid - 19 we require all employees, residents, and visitors to protect themselves and everyone in the building from a potential infection by following the rules provided by the Government and Public Health England. During a country wide lockdown, depending on restrictions, reception may be relocated to one of the SiGNAL staff at home. Reception can always be contacted by email on [work@signalbordon.org](mailto:work@signalbordon.org) and by telephone on 01420 556335.

### **Governing Law:**

All Agreements and licenses and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **GDPR and Data Protection**

Use of the Website is also governed by our Cookie and Privacy Policy which can be found on our website at <https://www.signalbordon.org/cookie-policy> , <https://www.signalbordon.org/privacy-policy>

### **Filming and Photographs**

We respectfully request permission to film and photograph the events that you attend, or of you working in your SiGNAL workspace for marketing purposes. If, for any reason, you do not wish to be photographed please let a member of the team know PRIOR to attending any event. We may have already scheduled a photographer or videographer and can advise you in advance. It may not be possible to avoid recording you if you turn up on the day and insist on not being filmed or photographed although we will use our best endeavours to remove your image if requested.

### **SiGNAL's 'Refer a Friend'**

Current SiGNAL customers can receive £25 of their next month's invoice by referring new customers to our services. To qualify, the referred customer must sign up and remain a paying customer for a minimum term of three months. Once this condition is met, the referrer will be eligible to receive their credit.



## **SiGNAL Lease, Licence, Contract or Agreement - for SiGNAL residents and virtual office members.**

All SiGNAL Leases will be bound by the terms and conditions set out in the lease document as well as the terms and conditions set out in this document.

This Licence, Contract or Agreement shall be exclusive to the Licensee and shall subsist (unless previously determined in a manner later stated) until 1 month after the date of signing whereupon it shall automatically come to an end unless further payment is made, then it shall be renewed for another month.

SiGNAL Licences, Contracts or Agreements are entered into on a monthly rolling contract with a one month notice period unless otherwise stated on your contract.

So that we can manage your services effectively and to ensure seamless continuity of those services, all Licence's, Contract's or Agreement's will renew automatically for successive periods equal to the current term until brought to an end by you or us. all periods shall run to the last day of the month in which they would otherwise expire. the fees on any renewal will be at the then prevailing market rate if you do not wish for an agreement to renew then you can cancel it easily with effect from the end date stated in the agreement, or at the end of any extension or renewal period, by giving us prior notice.

The Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement. The licensee shall have no right to exclusive possession or exclusive right to any part of the premises.

If any provision of this licence, contract or agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this licence shall not be affected.

This Licence, contract or agreement is personal to the Licensee and shall not be capable of being assigned or otherwise disposed of other than by way of surrender to the Licensor.

We expect the Licensee to keep the premises in a clean and tidy condition and to make good any damage caused by the Licensee and to share the premises with other licensees and employees and agents of the Licensor.

In order for us to complete your licence, contract or agreement we will need the follow information from you.

1. Two forms of ID - one photographic and one proof of address (a Driving License and Passport is ideal)
  - a. A certified copy of the ID will be kept on file and will only be disclosed if requested by the Police, HM Revenue & Customs, Trading Standards, or any other appropriate legal authority.



2. Your Full name, address and contact information
3. If you wish to have a second person named on the licence, contract, or agreement they will also need to provide two forms of ID and their full name, address, and contact information
4. The name, registered address and contact information for the company
5. Account information for direct debit (sort code, account number and address the account is registered to)
6. A signed letter on company headed paper authorising you to take the service on behalf of the company. (The letter should be signed by the owner or director of the company. if you are the owner or company director you will be able to sign the letter on your own behalf.

Where two or more persons constitute the Licence, all obligations shall be joint and several.

As part of our service provision, we reserve the right to conduct a credit check on either individuals in the case of non-limited businesses or the respective company for limited companies. This credit assessment is performed to ensure the entity is financially capable of engaging in the service we offer.

It is Your responsibility to notify Us of any change to home, registered or business address, or any change to directors or other named recipients of Mail in writing.

Any changes to this Licence, Contract or Agreement will be recorded in writing to you and it is Our practice to ensure that such documents are signed on Our behalf by one of Our authorised signatories. The Licence, Contract or Agreement may not be amended or modified except in writing signed by an authorised representative of each party.

## **Security Deposits**

This is the amount stated on your agreement with us. Unless otherwise stated on your agreement the standard deposit is equal to one month's fees. This will need to be paid by you either prior to move in or on the day of move in or on contract completion. The deposit will be held as non-refundable until the first month's rent is paid in full. If you choose not to proceed with the move in before paying the first month's rent, the deposit will not be refunded. Once you have moved in and paid the first month's rent, the deposit will then become refundable.

Should you require a key(s) and Alarm fob to the building you will be required to pay an additional security deposit. This amount will be stated on your agreement and will be payable for each key(s) set you require. Should the key(s) and/or Alarm fob be lost and/or stolen, and lock and key replaced, this will be at Your cost. If You lose the Key or fail to return it to Us on termination of this Agreement, you will forfeit the Key Deposit.

Should you cause any damage to the Site or its facilities or to the Property of Us or any other resident on the Site You must reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration.



If however, in Our reasonable opinion, We consider that repair or restoration of the item would not be an effective way to remedy the damage caused, We will ask You to reimburse to Us the costs of such replacement. Such reimbursement will be sought through legal proceedings if not reasonably resolved. Please note that if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable.

### **Administrative Fee**

As part of the SiGNAL onboarding process, we charge an administration fee of 10% of the monthly rental or £12.50 + VAT whichever is greater up to a maximum charge of £100 +VAT. This is to cover the cost of creating your agreement as well as getting you set up on the SiGNAL systems.

### **Payment**

All SiGNAL Services must be paid in full in advance.

Payment is taken by GoCardless direct debit. You will receive an automated invoice on the 1<sup>st</sup> of each month for the coming payment. This will normally take around 4 days for the money to leave your account.

If we cannot collect payment from you within thirty days of due date, we will try and contact you to rectify. We may immediately, without notice to You, withdraw any further discounts, or financial benefits or business services. If we cannot resolve the issue within 30 days a late fee will be added to your account for either 10% of your monthly charge or £5 whichever is greater, and your service will be terminated.

If the Licensee ceases to pay their debts in the ordinary course of business or cannot pay their debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, SiGNAL without prejudice to other remedies shall: have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to them, and in respect of all unpaid debts due from the customer have a general lien on all goods and property in possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as SiGNAL thinks fit and to apply the proceeds towards such debts. We will also have the right to action a third-party debt collect agency to act on our behalf to recover any outstanding debts.

### **Our Duties to You in the event of late payment / non-payment**



In default of Prompt Payment of Your Debt: - We are relieved of any duty howsoever arising in respect of the Property, except for any loss or damage to the Property caused wilfully or negligently by Us and Our agents and contractors; and the Property is held solely at Your risk and will continue to be at Your risk even where the rights described below are exercised.

## **Our Rights to sell-off Property to recover payment**

In default of Prompt Payment of Your Debt, We shall be entitled to:- keep hold of some or all of Your Property until We have received payment in full of all the charges You owe Us. If You pay Us by cheque, We shall not be considered to have received payment, until the cheque has been paid by Your bank; or exercise immediately the rights described below and sell such of Your Property as is necessary for Us to recover payment of Your Debt in full.

If We decide to exercise either of Our rights, You authorise Us:- to refuse You and Your agents access to the Property, Office, Unit and Site; and if necessary break Your lock to gain entry; to secure with Our own lock; to remove and retain the Property; and to ultimately dispose of some or all of the Property.

Before We sell the Property, We will give You notice in writing by registered or signed for delivery or email communication at Your address on the Agreement or any address in England and Wales notified by You to Us in writing prior to Our notice, specifying the amount of Your Debt, administration & collection costs at the date of the notice and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Property. We will not give You any further notice of any intended sale. We will sell the Property by the best method(s) reasonably available to achieve the best price reasonably obtainable in the open market, taking into account the costs of sale and administrative charges relating to the debt collection and auction / disposal of Your Property. We will use the proceeds of the sale to pay first the costs incurred by Us in the sale of the Property, administration costs and any balance will be held for You. Interest will not accrue to You on the balance.

If the proceeds of sale are insufficient to discharge the costs of sale incurred by Us and Your Debt without deduction, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You.

If the Property cannot be sold for a reasonable price or at all (for any reason whatsoever), or despite Our efforts they remain unsold, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.

## **Insurance of the Property**



# Terms & Conditions

SiGNAL will provide buildings insurance on our sites but we do not insure the Property at any of our locations. Storage of Property is at Your sole risk.

You promise and assure Us:- that prior to bringing the Property onto the Site You have insured or will insure the Property against all Normal Perils and provide proof of said cover under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Property or any of them remain on the Site. The Property is stored at the sole risk and responsibility of You who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Property caused by Normal Perils. Normal Perils shall be defined as loss of or damage to Property caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, moth, insect and vermin, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, terrorism, malicious damage, and impact by vehicles; and we exclude all liability in respect of (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Property or any claim for return of Fees except where this results from Our negligence or breach of contract, in which case Our liability to You will be limited to the sum of One Hundred Pounds (£100) in total.

We do not give any advice concerning such insurance and it is for You to make Your own judgement whether such insurance is appropriate to cover the Property and risks to them.

## **Fees**

We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. If You do not agree with the level of the new Fees under this Agreement, You may serve notice on Us to terminate the Agreement.

SiGNAL reserves the right to apply a % increase of between 1% - 10% to your monthly payment by way of 30 days written notice.

If you are on a monthly rolling your price can be reviewed after six months

If you are on a fixed term, then your price will be reviewed at the end of your term.

If you have a discount on your account, this can be removed by SiGNAL at any time with 7 days written notice.

## **Quotes and Estimates**

All Quotes and Estimates are valid for 30 days from the date shown on the quote or date email was sent.

## **Right to Access**



# Terms & Conditions

You agree to allow Us and Our agents and contractors to enter the Office, Workshop, Mailbox or Unit and if necessary We may break the lock to gain entry

We will give You not less than seven days' notice so that We may inspect the Office, Workshop, Mailbox or Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site; at any time without notifying You, if We reasonably believe that the Office, Workshop, Mailbox or Unit contains any items described in this Licence Agreement as not being allowed or that the Office, Workshop, Mailbox or Unit is being used in breach of your agreement or such entry is effected incidental to the exercise of Our powers; If We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order; for any purpose, if We believe it is necessary in an emergency; to prevent injury or damage to persons or Property; or if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or Property. Where We have exercised Our rights to enter the Office, Workshop, Mailbox or Unit and in doing so We have broken Your lock, We will ensure that on Our leaving of the Office, Workshop, Mailbox or Unit it has been secured by means of a replacement lock for which You will be provided with the keys.

Any person having possession of Your Key or Your door entry code (if 24 hr store) is deemed to be authorised by You and We will not be bound to enquire into the authority of such a person. We will not be liable to You for any loss or damage whatsoever and howsoever arising in the event that the Key is in fact in the possession of an unauthorised person.

## **Termination of Contract, Membership or Service**

Unless otherwise stated on your contract, all SiGNAL services are subject to a one months' written notice period. This can be provided to us either by email or in the post. When notice is given it will take affect from the first day of the month following the anniversary of the serving of the notice. i.e. if you serve notice on 18<sup>th</sup> July that you wish to terminate the contract, the contract will end on 1<sup>st</sup> September. Please note that termination of the contract does not affect any liability you may have for sums outstanding under the contract.

SiGNAL reserves the right to give immediate notice to the Licensee if its code of ethics and behaviour or any of the terms of this licence are breached.

After Termination, any items left in the building will be deemed as abandoned and will be disposed of. The exception will be where we have had to give immediate notice as above, in which case we will allow 31 days for you to remove your property from our premises at time(s) agreeable to both parties.

## **Deposit and room booking Refunds**

SiGNAL does not hold any of your account information. Once you terminate your service with us if there is a deposit or refund to be refunded you will need to provide us with your account number





and sort code in order for us to arrange the monies to be returned to you (without interest) less any amount we may reasonably deduct to cover: any obligation to Us which you have not performed; and/or any of Our Fees (together with any interest due on outstanding payments and/or Late Payment Fee due) which have not been paid and/or to cover the cost of repair for any damage that may have been caused. Refunds can take up to 30 days to be processed.

## **Intellectual Property Rights (IPR)**

All IPR in any materials supplied as part of your membership will remain the property of SiGNAL. Any rights or entitlement to use the "SiGNAL" or sub brands logo as part of your membership whether as part of an email sign off or in any other way is permitted. This is limited strictly to any period of paid for membership and will terminate immediately on breach of any provisions of this agreement or termination of membership. We think it reasonable to ask that BiZHUB members and residents do not replicate or reproduce printed materials provided by SiGNAL without prior consent from The SiGNAL BiZHUB.

## **Fair Use Policy**

This is not a guarantee and there may be times where you might not be able to use to room or service, but SiGNAL will endeavour to make sure that if your request is not possible that a suitable alternative is made. Printing is Limited to 100 sheets of black and white printing per month. Anything over and above that will be charged at the current rate displayed by the printer.

## **Liability**

Except in the event of personal injury or death caused by the Company's negligence, the Company shall not be liable to the Licensee/Customer or any of its officers, agents, employees, invitees, Agreement holders or visitors for any damage, destruction, inconvenience or financial or consequential loss which may be caused by reason of the failure, stoppage, leakage, bursting of defect of any water, sanitary, gas, electricity or other apparatus or by reason of a breakdown or defect of any plant or machinery in the Site or serving the Site or due directly or indirectly to the act neglect or default of any other occupier for the time being of the Site.

## **Dispute resolution**

All disputes, differences or questions arising out of these terms of business or as to the rights and liabilities of the parties hereto or as to the construction or interpretation hereof shall be referred to the decision of a single arbitrator to be agreed between the parties or in default of agreement to be appointed at the request of either party by the President for the time being of the Chartered Institute of Arbitrators. The arbitrator shall act as an expert whose decision (including as to costs) shall, except in the case of manifest error, be final and binding on the parties. If Arbitration should occur the cost will be split evenly between all parties involved.



## **BiZHUB**

### **Members Own Events**

We do ask, as a matter of courtesy, that members do not hold competing events at the same time as the events of the BiZHUB without the prior written agreement of SiGNAL. Competing events are nearby events that are marketed to other BiZHUB members or residents and have a business content.

In return, the SiGNAL BiZHUB agrees to support events that Hub members arrange and, where possible, promote these to our database.

In the very unlikely instance of a Hub event being postponed or cancelled no refunds will be provided.

### **Intellectual Property**

All Content included on the Website, unless contained in Listings, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of SiGNAL, or our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website unless given express written permission to do so by SiGNAL. Specifically, you agree that:

You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by SiGNAL.

### **Links to Other Websites**

This Website may contain links to other sites including, but not limited to, those of Listed Businesses. Unless expressly stated, these sites are not under the control of BiZHUB Connect or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### **Listing on the Website**

When submitting a Listing to the Website you should do so in accordance with the following rules: Your Listing must be placed into the appropriate category and BiZHUB Connect reserves the right to change this category should they deem another category to be more appropriate You acknowledge that BiZHUB Connect or any of its editors shall screen, approve (or reject), edit and/or remove any



Listing submitted to the Website. BiZHUB Connect may edit your Listing without prior consultation. In cases of severe breaches of these Terms, your Listing may be removed, and your Account may be suspended or terminated. You will be informed in writing of the reasons for any such alterations or removals. In order to submit a Listing, you are required to submit certain personal details and/or business details. By continuing to use this Website you represent and warrant that: any information you submit is accurate and truthful; and you will keep this information accurate and up to date. By submitting a Listing, you warrant and represent that you are the author of that Listing or that you have acquired all of the appropriate rights and / or permissions to submit it. BiZHUB Connect accepts no responsibility or liability for any infringement of third-party rights by such Listings or Content. BiZHUB Connect will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Listings, nor for any errors or omissions in Listings. Use of and reliance upon Listings is entirely at your own risk.

## **Accounts and Listing Fees**

In order to post a Listing on this Website you must create an Account which will contain certain personal details. By creating an Account, you represent and warrant that: all information you submit is accurate and truthful; and you will keep this information accurate and up-to-date. A Listing Fee will be charged for each Listing you post on this Website. Current listing fees can be obtained in writing from [work@signalbordon.org](mailto:work@signalbordon.org) If you have opted to pay by PayPal your account will be billed at the time at which your listing goes live and monthly or yearly thereafter until cancellation or termination. Failure to pay the invoice on the due date may result in the termination of your Listing. Your first payment will be at the price advertised at the time. BiZHUB Connect reserve the right to change Listing Fees from time to time and any such changes may affect your recurring payments. Should an increase in price be necessary you will be notified 30 days prior to your renewal date of such an increase and have the option to cancel your Listing. If you terminate a Listing and/or your Account, your Listing(s) will be removed at the end of the paid term unless you request them to be removed sooner. Listings which BiZHUB Connect rejects in accordance with these terms shall not be charged for, or in the case that a payment has already been made the monies shall be returned in full.

## **Termination and/or Suspension**

If BiZHUB Connect terminates or suspends your Account as a result of your breach of these Terms and Conditions you may not be entitled to any refund. Save for the screening and approval of Listings, BiZHUB Connect has neither control over, nor involvement in, any Listed Business and accepts no responsibility for any actions taken, or any goods or services provided, by any Listed Business. Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, BiZHUB Connect makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of



our services. If we become aware that your business or company has ceased trading, we reserve the right to remove your listing from the website.

You will have access to all the benefits listed below until you cancel your membership at which point your access will be terminated.

### **Availability of the Website and Modifications**

BiZHUB Connect accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship. BiZHUB Connect reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

### **Events**

The BiZHUB will hold 4 events a month, 3 online training sessions and 1 networking session. This membership level gives you access to attend the in the room networking events. If you so, choose you can opt to pay to attend one off events.

**BONUS FEATURE** - Access to an online library of Training videos, workbooks and useful resources and is inclusive of all terms listed in BiZHUB Connect with the addition of the following;

You may not reproduce, copy, republish, imitate, or profit from any of the content, training videos, workbooks, or online resources without written consent from SiGNAL.

The minimum term is 3 months which is payable up front at the start of your membership. After three months you will move to a monthly rolling contract with a 1 calendar month notice period.

**Common sense disclaimer** - Please note that the guidance given in a BiZHUB session is general in nature. Please ensure you take the ideas presented use some common sense and due diligence before applying them to your business. If you need specific advice about YOUR business, please speak to us in a 1-2-1 and we can either help you with specific advice or point you at a specialist.

- Full-page listing to showcase your business
- Join a fast-growing network of local businesses
- Searchable local business directory
- List your products or services & link to your website
- Back-links help improve your website's Google position
- Link to Google My Business, share ratings, reviews & photos
- Connect your Instagram account to display your images
- Increase online and in-store visitors



- Manage your page and update important info
- Including your business special offers and promotions
- Increase online and in-store visitors
- Wider visibility for your business locally
- Member of an online business community
- Access to the member's area resources
- 2+ Years of business training videos
- Workbooks and helpful guides
- Speakers with business success stories to inspire and motivate
- Help to be more productive and implement your learning
- We will celebrate your wins on social media
- Opportunities to promote your business in the local press
- Networking opportunities locally
- Exclusive online group for chatting with other BiZHUB Members
- Listed on BiZHUB Members Board in SiGNAL building

This membership is for an individual person and gives the nominated person access to the live in the room events.

### **Commitment policy**

So that you get the most from your membership we require you as a member to commit to attending the monthly networking events each month. There is a 3-month tie in with the BiZHUB, after which it will go to a monthly rolling contract with 1 month notice period.

### **Office Space**

On the determination of this Licence for whatsoever reason to vacate the premises and leave the same in a good clean wholesome and tidy condition subject to reasonable wear and tear.

As an office customer you are permitted to have post and deliveries sent to SiGNAL. please be aware that if these are sent outside of working hours there will be no one to receive or sign for them. We accept no liability for any Loss or Damage to any post of packages that we receive on your behalf. These are sent at your own risk.

You must not to use the address of the site as Your company registered address, you can only do this if you have a mailbox contract.

### **Costs and Rates**



Utilities such as water, gas, electric and Wifi are included with your rental. Business rates are not included, and it is the responsibility of the tenant to contact the local council to arrange this.

## **Service level Agreement for Maintenance and Repairs**

In the event of any maintenance, repairs, or support needed by tenants the protocol is to email the team on [work@signalbordon.org](mailto:work@signalbordon.org). We commit to replying to the email within 2 business days of the email (excluding weekends and public or bank holidays). We aim to have urgent issues resolved within 7 working days of the email being replied to. For any non-urgent issues, we aim to have them resolved within 10 – 30 working days of the email being replied to. Should we not be able to meet these deadlines, we commit to providing you with a full written explanation of why this has not been possible and outlining what actions or steps are being taken to resolve this and what the time scale will be.

## **Desk Hire**

Licensees are entitled to use of the desk space unless the space is needed for events in which case alternative desk space will be provided.

The Licensee is entitled to 20% off Meeting rooms hire subject to availability and free car parking is available upon the display of a permit.

Not to display signs and notices without prior authorisation from SiGNAL

On the determination of this Licence for whatsoever reason to vacate the premises and leave the same in a good clean wholesome and tidy condition subject to reasonable wear and tear.

As a Desk Hire customer, you are permitted to have post and deliveries sent to SiGNAL. Please be aware that if these are sent outside of working hours there will be no one to receive or sign for them. We accept no liability for any Loss or Damage to any post or packages that we receive on your behalf. These are sent at your own risk.

You must not use the address of the site as Your company registered address, you can only do this if you have a mailbox contract.

You will indemnify Us against any expense, liability, loss, claim or proceedings incurred by Us arising out of or in the course of Your use of the Mailbox or items deposited in the Mailbox.

You hereby authorise Us and any of our representatives to sign at their discretion and on Your behalf for any deliveries addressed to Your Mailbox address.

We shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.



## Costs and Rates

Utilities such as water, gas, electric and Wi-Fi are included with your rental. Business rates are not included, and it is the responsibility of the tenant to contact the local council to arrange this.

## Service level Agreement for Maintenance and Repairs

In the event of any maintenance, repairs, or support needed by tenants the protocol is to email the team on [work@signalbordon.org](mailto:work@signalbordon.org). We commit to replying to the email within 2 business days of the email (excluding weekends and public or bank holidays). We aim to have urgent issues resolved within 7 working days of the email being replied to. For any non-urgent issues, we aim to have them resolved within 10 – 30 working days of the email being replied to. Should we not be able to meet these deadlines, we commit to providing you with a full written explanation of why this has not been possible and outlining what actions or steps are being taken to resolve this and what the time scale will be.

## Meeting Room Hire

After a booking has been made, you will receive an invoice for your room hire. In order to secure your room booking, payment must be made prior to the date you have requested. Should you not make payment before your requested date, your booking will not be confirmed and cancelled.

## Cancellation of room booking

Should you wish to cancel your room booking you can do so either by calling our reception or sending us an email. Cancellations made in excess of 7 days prior to the event will be refunded in full. Any cancellations made within 7 days of the event will receive a refund of 50% of the room booking. If you cancel your booking with less than 24 hours' notice, no refund will be given.

Should you wish to postpone your room booking to a new date you can do this by calling our reception or sending us an email. Should you do this within 7 days of the event and then cancel no refund will be given.

## Workshop Space

You must not display signs and notices without prior authorisation from SiGNAL.

On the determination of this Licence for whatsoever reason to vacate the premises and leave the same in a good clean wholesome and tidy condition subject to reasonable wear and tear.



As a Workshop Space customer, you are permitted to have post and deliveries sent to SiGNAL. Please be aware that if these are sent outside of working hours there will be no one to receive or sign for them. We accept no liability for any Loss or Damage to any post or packages that we receive on your behalf. These are sent at your own risk.

You must not to use the address of the site as Your company registered address, you can only do this if you have a mailbox contract.

We shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.

## **Service level Agreement for Maintenance and Repairs**

In the event of any maintenance, repairs, or support needed by tenants the protocol is to email the team on [work@signalbordon.org](mailto:work@signalbordon.org). we commit to replying to the email within 2 business days of the email (excluding weekends and public or bank holidays). We aim to have urgent issues resolved within 7 working days of the email being replied to. For any non-urgent issues, we aim to have them resolved within 10 – 30 working days of the email being replied to. Should we not be able to meet these deadlines, we commit to providing you with a full written explanation of why this has not been possible and outlining what actions or steps are being taken to resolve this and what the time scale will be.

## **Mailbox**

We will receive on Your behalf from the Royal Mail, or any statutory or other body authorised from time to time by law to operate a mail delivery service all pre-paid Mail addressed to the Your Mailbox and will deposit the same in Your mailbox.

SiGNAL will receive on Your behalf items of Mail sent to Us by special, registered, or recorded delivery mail, provided that if You refuse to accept any such items, you will pay any costs or fees associated with its refusal or return.

SiGNAL will receive items requiring cash on delivery, subject to You making advance arrangements for their receipt and payment by You to Our satisfaction.

If requested by You, we will forward Mail to an address nominated by You on an agreed basis. For this Mail Forwarding Service, You will pay a Mail Forwarding Fee in such sum as We may notify to you from time to time.





# Terms & Conditions

Packages and oversized mail received addressed to You will be held for 24 hours at no extra charge, after which a Large Mail Fee in such sum as We may notify to You from time to time will be levied per item held, per day or fraction thereof. The cost of this will be £5 per day Per Package.

You hereby authorise Us and any of our representatives to sign at their discretion and on Your behalf for any deliveries addressed to Your Mailbox address.

You will not use the Mailbox Service for any illegal, immoral, obscene or defamatory purpose and if You do so You acknowledge that We may report the same to the police or any other relevant authority; not to send or deliver or cause to permit to be sent or delivered to the Mailbox any illegal, defamatory, obscene, dangerous or bulky object or material; and not to cause any damage to the Mailbox. If it appears to Us that You are in breach of these conditions, We shall be entitled to terminate the Mailbox Service with immediate effect. In this instance there will be no refund of Our Fees.

We may in our absolute discretion refuse to accept delivery of, or arrange to forward, any item for any reason.

You will indemnify Us against any expense, liability, loss, claim or proceedings incurred by Us arising out of or in the course of Your use of the Mailbox or items deposited in the Mailbox.

We shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.

## Car Parking

Subject to the terms set out below, the Company hereby grants the Customer/Licensee the right (but not the exclusive right) to use the Parking Space on the Site together with the right in common with the Company and others so entitled to pass over and through the entrances, roadways and paths leading to and from and of the Site ('the Access Ways') during the Access Hours for the purposes of access to and from the Parking Space from the date hereof until this Agreement shall determine or be terminated as herein provided on the Terms and Conditions herein appearing and set out.

### Your Obligations

Ensure that the Vehicle is roadworthy, taxed and insured and a copy of the insurance certificate given to the site manager on request. You must notify Your insurer that You intend to use the Parking Space and You must confirm to the site manager, that they have agreed to cover it whilst on



Site. You are notified that You park the vehicle at Your own risk and that the Company is not liable for any consequential loss incurred by You.

Not act in a way which will or is likely to result in the insurance of the Site being void or voidable, or in the premium for it being increased. Not use the Parking Space for any purpose other than as a parking space for the parking of one Vehicle only. Immediately give to the Company details of the name of the owner and driver of the Vehicle and notify the Company prior to any change in such details. Not use the Parking Space or any part of it nor allow anyone else to carry out activities which are dangerous, offensive, noxious, noisome, illegal or immoral or which are or may become a nuisance to the Company or to the owner or occupier of any neighbouring property. Not interfere with or otherwise obstruct the Company's rights of possession and control of the Parking Space. Observe and comply with all rules and regulations from time to time made by the Company for the good management of the Site. Not purport to or attempt to assign or otherwise dispose of this Agreement and not permit the use of the Parking Space by any other person(s) or for any other vehicle whatsoever. Not to park a caravan, motor home or any other vehicle adapted to be lived in.

At all reasonable times allow the Company or its agents or work people to gain access to the Parking Space. Not leave any obstruction nor deposit or permit to be deposited any waste, refuse or rubbish in any part of or anywhere in or on the Parking Space or the Site. Not permit or suffer to be done anything which would or is likely to cause the Company to be in breach of the covenants on its part contained in the lease of the Site. Not obstruct the Access Ways. Not cause any damage to the Parking Space or any other parking space or the Site or its facilities or to the property and possessions of the Company or any of its other customers. If the Customer does cause any damage, it shall inform the Company immediately and shall (at the Company's option) repair, restore or replace any such damage or damaged item or reimburse the Company's costs in making any necessary repairs, restoration or replacement. To park the Vehicle within the markings of One Parking Space, failing which additional Agreement Fees may be payable by the Customer for the additional Parking Space used.

### **Our Rights to Dispose Goods to Recover Debt**

In default of prompt payment of Your Debt on the Due Date or any late payment fee on the Due Date which follows the imposition of such fee, You authorise Us to exclude You from the Site and from the Parking Space. If the Company exercises its right to exclude the Customer from the Site and the Parking Space, this shall not affect the Customer's obligation to pay any unpaid or future Fees. In such circumstances, the Customer will be permitted access to the Site and the Parking Space on payment of all unpaid Fees. If any part of the Fees are still outstanding after 42 days from the first unpaid rental due date, the Company will give the Customer written notice that it will remove the Vehicle from the Parking Space. The charges relating to the removal of the vehicle will be added to the outstanding debt. We will not give you any further notice of any intended disposal; Should we have to dispose of the Vehicle on the Customer's behalf by the best method(s) reasonably available, taking into account the costs of and administrative charges relating to the debt collection and



disposal of Your Vehicle; You authorise Us to treat the Vehicle as abandoned and dispose of it at Your cost. These terms are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.

## **Alternative Parking Space**

This Agreement shall not confer upon the Customer any exclusive right to possession of the Parking Space and the Company may at any time by giving the Customer 72 hours prior written notice require the Customer to move the Vehicle from one Parking Space to another Parking Space specified by the Company.

## **General**

Since the Customer is obliged to effect insurance of the Vehicle, the Company shall not be liable for any loss or damage to the Vehicle whilst it is located in the Parking Space or the Site, whether or not the loss or damage is due to any act, omission or negligence by the Company or any of its servants or agents or other customers.

The entire liability of the Company under or in connection with this Agreement shall not in any event exceed the market Value of the Vehicle stated on the Parking Agreement. The Customer shall indemnify and hold the Company harmless against all claims, demands, liabilities, damages costs and expenses incurred by or arising out of the use of the Parking Space or the Site by the Customer, his servants, agents, contractors or invitees.

## **Storage**

Unit sizes are approximate only and supplied to You for information purposes. You have been given an opportunity to inspect the Unit prior to entering into this Agreement and You have agreed to Our Fees associated with the Unit.

## **Your Rights to use the Unit**

So long as Our Fees are paid up to date We licence You but no other person:- to use the Unit for the storage of Property and for no other reason, specifically no manufacturing, in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and to have access to the Unit at any time during the access hours only for the purposes of depositing, removing, substituting or inspecting the Property and the Unit. No access to the Unit will be permitted for any other purposes outside access hours. We may change the access hours at any time on giving You not less than fourteen days advance warning of changes in access hours by notices on Site, but in the case of emergency, We reserve the right to change access hours to other reasonable access times without giving You any such prior notice.



# Terms & Conditions

Only You and persons authorised or accompanied by You will be allowed to have access to the Unit. Any such person is Your agent for whose actions You are responsible and liable to Us and to other users of Units on the Site. On commencement of this Agreement, You shall provide Us with satisfactory proof of identity for both Yourself and Your agents. This is in the form of a Passport or Driving Licence, plus a current utility bill. The staff of the Site can advise on other acceptable forms of identification. We shall be entitled to take a copy of such proof and retain it on Our files. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. When using the Site, We may ask for proof of identification from You or any other person at any time (although We are not obliged by this Agreement or otherwise to do so) for the purpose of crosschecking this with Our files. We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We reasonably consider that the safety of any person on the Site, or the security of the Unit or its contents, or other Units or their contents will be put at risk.

## **No tenancy or exclusive possession of the Unit**

This Agreement shall not create a tenancy or constitute Us as bailees of Property and it shall not confer upon You any right to exclusive possession of the Unit or any alternative Unit.

## **Locks**

You are responsible at all times for the safe custody of all Your keys or combination(s) to Your locks which You placed on the Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with or permit access to Your Unit to any person other than Your own agent who is responsible to You and subject to Your control. You may only use one padlock to secure the Unit clasp; never multiple padlocks or any other form of lock.

## **Ownership of the Property stored in the Unit**

You confirm that throughout this Agreement, the Property in the Unit from time to time is Your own Property or that the person who owns or has an interest in them has given You irrevocable authority to store the Property in the Unit on the Terms and Conditions in this Agreement and that You act as a duly authorised agent of any such person. If Your confirmation is or becomes untrue, You shall reimburse Us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Property being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim, step or action taken by any person who owns or has an interest in the Property or claims to do so.

## **Our Right to refuse entry to the Unit for safety reasons**



We reserve the right to refuse to permit You to store any Property or require You to collect any Property from the Unit if in Our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such Property.

### **Restrictions on the type of Property which can be stored in the Unit**

You must not store (and You must not allow any other person to store) any of the following in the Unit:-

- food or perishable items unless securely packed so that they are protected from and do not attract vermin;
- birds, fish, animals or any other living creatures;
- combustible or flammable materials, gasses or liquids such as paint, petrol, oil or cleaning solvents;
- firearms, explosives, weapons or ammunition;
- chemicals, radioactive materials, biological agents;
- toxic waste, asbestos or other materials of a potentially dangerous nature;
- any item which does or could emit any fumes, smell or odour;
- any illegal substances, illegal items or Property illegally obtained;
- compressed gases; or
- any bullion, coins, money and securities;
- antiques and fine art, jewellery and precious stones, unless specifically agreed with Us in writing, in advance of storing such

### **Things You must not do**

You must not (and You must not allow any other person to) without prior consent from SiGNAL:- use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other Unit or any person on the Site; use the Unit as offices or living accommodation or as a home or business address, use the address of the Site or the Unit for receiving or sending mail, or use the address as Your company registered address; spray paint or do any mechanical work of any kind in the Unit; attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit; connect any electrical appliances to any power supply in the Unit or on the Site generally; any such actions must receive written approval from SiGNAL. If approved, the appliance must have been tested in accordance with current legislation and a valid copy of the certificate is to be provided to the store manager at the Site; allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit; leave anything, particularly rubbish or unwanted items, in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site; You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas; connect or provide any utilities or services to the Unit.



## **Things You must do**

You must (and You shall procure that Your agents must):- use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the Property of Us or any other Unit users or other persons on the Site; refrigeration equipment should be defrosted and along with washing machines, left dry and with the door open to allow for ventilation and prevent mould; all mechanical equipment such as motorbikes, cars or lawnmowers must be cleaned and drained of petrol or oil and garden furniture must be clean and dry, before storing; inform Us immediately of any damage or defect to the Unit; act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct of the Site, the safety and security of the Unit and Site, Fire Regulations, Health & Safety notices, Prohibited Property notices and any other notices issued by Us and / or posted at prominent locations on the Site from time to time or to which You may be directed while on Site by any of Our employees, agents or contractors.

## **Exceptional situations necessitating the removal of Your Property to an alternative Unit or Site**

We may at any time by giving You seven days' written notice require You to remove the Property from the Unit to another unit specified by Us which shall not be smaller than the current Unit. Where We have requested You to move to another Unit, You should provide Us with a statement of the anticipated costs, which You will incur in removing the Property to another Unit, in advance of doing so, and provided that these are reasonable, We will either pay these costs, on Your behalf, directly to such third party as You may instruct to move the Property to the other Unit or at Your option, We will pay to You an amount equal to such costs or arrange removals on Your behalf. If You do not wish to move to another Unit and continue with this Agreement, You may serve notice on Us to terminate the Agreement.

if We have asked You to move to an alternative Unit, and You have failed to move the Property when required to do so or in the case of an emergency when We may require Property to be moved without giving You any notice, You will allow Us to move the Property to any other Unit at the Site or, in extreme cases, where it is not reasonably possible or practicable to identify another Unit at the Site, to the nearest available site at Our own cost. We will use all reasonable efforts to ensure that any disruption to You is kept to a minimum.

If We have moved Your Property either because You have failed to move all of them when required to do so, or in the event of an emergency, We will not acquire any interest in or right to Your Property or otherwise be responsible for the Property which will be held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove, nor for the cost of its replacement, nor for any loss or damage to the Property, unless We have wilfully or negligently caused such loss or damage. If the Property is moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but shall otherwise continue in full force and effect Our Fees at the rate set out in the Storage Agreement will continue to apply to Your use of the alternative Unit and We will continue to collect the total Insurance Costs and Our Fees for



arranging and administering any insurance arranged and administered by Us in connection with this Agreement.

## **Our general liability to You**

Our entire liability to You under this Agreement (including as a result of Our breach of this Agreement and/or negligence by Us, Our agents and/or employees), shall not exceed the true total replacement value of the Property set out in the Storage Agreement.

You should note that We exclude all liability to You in respect of:- loss or damage relating to Your business, if any, including but not limited to, lost profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused; loss or damage to the Property which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or loss or damage to the Property which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.

You promise and assure Us that:- You have confirmed by signing the Storage Agreement the true total replacement value of all the Property; the aggregate value of the Property stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and this promise/assurance is repeated by You to Us at each Due Date.

We do not exclude liability for physical injury to or the death of any person and which is a direct result of Our negligence or wilful default or that of Our agents and/or employees.

## **Your general liability to Us**

You will reimburse Us an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, or agents or which We have incurred towards other unit users or persons on the Site as a result of any improper or unauthorised use of the Unit or the Site by You or any of Your servants, agents or invitees or which arise out of Your negligence or the breach of this Agreement by You.

## **Circumstances beyond either Our Control or Your Control**

In the event of circumstances which are outside Our reasonable control and their consequences, We do not agree and are not obliged by this Agreement to maintain the safety or security of the Property, the Unit or the Site in order to keep the Property free from damage or loss. Neither You nor We shall have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from circumstances beyond the reasonable control of that party. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage



## Terms & Conditions

of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any Unit including the Unit or the Site by, or arrest or seizure or confiscation of Property by competent authorities.

### **Your duty to inspect the Property on removal from the Unit**

You agree to examine the Property carefully upon removing it from the Unit and You must notify Us at the time of discovery of the loss of or damage to Your Property or at the time of removal of Your Property from the Unit, whichever is the soonest. Any delay in reporting losses or damages to Property to Us could make it more difficult for Us to deal with Your claim.