

## Terms & Conditions

By joining Login Business Lounge as a member or by booking any Login facilities, you accept the following terms and conditions. These terms form the entire agreement between you and Login Business Lounge.

In these terms and conditions 'Login' shall mean Login Business Lounge, Park Street, Camberley, and the 'Client' shall mean the person whose name is stated on the contract as the person making the contract with Login.

### 1. MEMBERSHIP TYPES

Membership of Login will be one of the following membership types as selected by you as part of the application process, each with varying benefits and access as detailed below:

Individual Memberships	Description	Price (per month)	Equivalent Day-Rate
<i>Lunch</i> Member	Entry to purchase Breakfast, Lunch, Coffee or a drink from the bar- for eat-in or takeaway.	Free	n/a
<i>Day</i> Member	Work at the Login for a day, with free Tea/Coffee and Gigabit Internet Connectivity.	£20	£20.00
<i>Flexible</i> Member	50 hours of use per month – check-in and check-out at any time, with free Tea/Coffee and Gigabit Internet Connectivity.	£99	£14.75
<i>Working-Parent</i> Member	Unlimited access between the hours of 09:00 and 14:30, Monday to Friday, with free Tea/Coffee and Gigabit Internet Connectivity.	£125	£8.50
<i>Full</i> Member	Unlimited access between the hours of 07:30 and 20:00 Monday to Friday, with free Tea/Coffee and Gigabit Internet Connectivity.	£150	£7.50
<i>Executive</i> Member <i>(Available in Phase 2)</i>	Dedicated Desk on the Second Floor, with 24/7 access, and unlimited access to the Ground and First Floor between the hours of 07:30 and 20:00 Monday to Friday, with free Tea/Coffee and Gigabit Internet Connectivity.	£250	
Company Plans	Description	Price (per month)	Equivalent Day-Rate
<i>Team</i> 250	250 hours of coworking a month, useable by any employee, with free Tea/Coffee and Gigabit Internet Connectivity. (Example scenario - 5 employees working 1.5 days a week at Login)	£500	£15.00
<i>Team</i> 500	500 hours of coworking a month, useable by any employee, with free Tea/Coffee and Gigabit Internet Connectivity. (Example scenario - 10 employees working 1.5 days a week at Login)	£750	£11.25

Team 1000	1,000 hours of coworking a month, useable by any employee, with free Tea/Coffee and Gigabit Internet Connectivity. (Example scenario - 10 employees working 3 days a week at Login)	£1,250	£9.50
Team 2500	2,500 hours of coworking a month, useable by any employee, with free Tea/Coffee and Gigabit Internet Connectivity. (Example scenario - 25 employees working 3 days a week at Login)	£3,000	£9.00
Team 5000	5,000 hours of coworking a month, useable by any employee, with free Tea/Coffee and Gigabit Internet Connectivity. (Example scenario - 50 employees working 3 days a week at Login)	£5,000	£7.50

All prices include VAT for Individual Memberships, but exclude VAT for Company Plans

Names and membership types are subject to change.

Clients should notify Login promptly, and within one week, when there are any changes to the team's Members.

All memberships are non-transferrable and team memberships may only be used by the persons named by the team. Membership cards will be confiscated if found being used for access by anyone other than the applicable Member, and the misuse of membership cards will be taken into consideration upon any request to renew a membership.

Members are entitled to work from desks and workspaces designated within their membership type. Break-out areas are available for use by all members. For the avoidance of doubt, we may reconfigure the space layout at any time.

All Members are required to attend an induction session, which will be arranged by the Centre Manager and Hosts when you first join.

Should you wish to change your membership type we will try to make every endeavour to accommodate the request, but any change is subject to availability and the prior agreement of Login. Any agreed change to your membership type may require you to resubmit an application and accept the then current Terms.

## 2. FEES

You must enter your payment details into the Login Members' Portal/App. By providing your payment details, you accept and consent to your card or bank account being charged with membership fees through our online Login Members' Site, both on joining and periodically thereafter as set out herein.

You agree to notify Login as soon as reasonably practicable if changes are made to any payment details associated with your Login account by updating the information on the Login Members' Site.

Membership fees are charged in accordance with the payment plan selected as part of the application process. Any reduction or other discount to the membership fees as compared with the rate set out during the application process is applicable for the set period which has been agreed with the Centre Manager, after which the rate will revert back to that set out during the application process.

Unless otherwise agreed by the Centre Manager, membership fees are payable monthly in advance and will be charged on the first day of each month (or where the first day of the month is not a business day, the next following business day). Where the membership start date falls after the first day of a month, pro-rated membership fees for the remainder of the month as well as the membership fees for the subsequent month shall be payable on the membership start date.

Charges will apply for use of facilities that exceeds or is additional to that included in your membership. Any such additional charges will be charged to your Members account in accordance with the rates set out on Login Members' Site. Charges to your Member account will be invoiced on the 1st of each month or when you reach a threshold of £1,000 of charges, whichever occurs first. You must contact the Login as soon as possible, and within one month of the invoice date, if you notice any discrepancy in the additional charges invoiced to you. Payment will be automatically taken from the credit/debit card or bank account details you have provided within three business days of the date of the invoice.

Failure to pay any membership fees or monthly charges within 5 days of you being notified of the overdue payment will result in late fees being applied. Login reserves the right to charge interest on any overdue amount at a rate of 6% per annum. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. Continued payment delinquency will result in suspension of your membership until payment has been made, with potential membership termination.

### **3. MEMBERSHIP COMMENCEMENT**

A membership is only considered confirmed once these Terms have been accepted, first month's pro rata membership fee, identification documents and all monthly payment details have been received and verified. Acceptance of your membership will be confirmed to you by email, together with confirmation of the date selected by you during the application process as the date on which your membership will commence (your 'start date').

You are entitled to cancel your membership prior to your membership start date if notice of cancellation is received by the date which is fourteen (14) days prior to your membership start date ('cancellation date'), in which case you will be entitled to a full refund of any sums paid by you to secure your membership. If notice to cancel is received after the cancellation date (but before your start date), you will only be entitled to a 50% refund of any sums you have paid.

### **4. MEMBERSHIP TERM, RENEWAL AND TERMINATION**

Unless otherwise agreed all monthly Login memberships are for an initial one-month term and automatically renew for a further month at the end of the initial term and each renewed term on a rolling basis.

Unless otherwise agreed by the Login Team, Membership may be terminated by Member with a minimum of one month's notice. Notice should be provided in writing to the local location's Membership Manager.

In addition to being able to terminate your membership in accordance with the notice periods set out above, Login reserves the right to terminate your membership immediately if:

- You become insolvent, bankrupt, go into liquidation, or become unable to pay your debts as they fall due, or
- You are in breach of these Terms.

Upon termination of membership, Members should promptly remove all personal property from the premises, vacate respectfully, leave their area in a clean state and return any Login property. Login will not be held responsible for any personal property left at the premises after termination and any such property may be disposed of without prior notice and without liability, the costs of which will be charged to you.

## **5. FREEZING MEMBERSHIP**

The freezing of any membership is at the discretion of the Login Management. The notice provisions for termination at clause 4 will continue to apply during any period that membership is frozen.

## **6. ACCESS**

If access to Login, or specific areas within, is unavailable at any time, Login will endeavour to give Members as much prior notice as possible.

Login membership details, as well as any other access devices, should not be shared with or given to others. They may also not be duplicated in any way.

## **7. GUESTS AT LOGIN BUSINESS LOUNGE**

Members are entitled to bring guests to Login in the following circumstances: (a) the member has booked a meeting room and their guests promptly leave after the meeting; (b) each guest has purchased a suitable pass for the time they will be spending at Login.

Meetings should take place within pre-booked meeting rooms but not at hot desks or within co-working areas where they may disturb other members.

All guests must be signed in at Login's reception upon arrival and sign out on departure.

Members are responsible for receiving their guests from reception. Members should use all reasonable endeavours to provide the names of their guests to Login at least 12 hours in advance of guests attending the premises.

Members may not be separated from their guests whilst they are within the premises or allow their guests to remain within the premises after the Member has left.

Members are entirely responsible for their guests whilst within Login, and for their behaviour and conduct, which should at all times comply with these Terms.

Members are also responsible for making their guests aware of all applicable safety procedures as well as these Terms.

Unless approved in advance by the Login Management, children are not permitted within Login and our premises are not child safe.

No dogs or other pets shall be permitted at Login unless this is specifically permitted by the Login Management. Notwithstanding, service animals will be permitted at the premises as required in accordance with local law.

## 8. MEETING ROOMS

Meeting rooms are available for hire for minimum one-hour slots. Meeting room usage includes the use of the technology within that meeting room.

Bookings are to be made via the Login Member App and by making a booking you agree to pay any fees and comply with any meeting room terms notified to you at the time of booking.

Meeting rooms may only be used if pre-booked. If a Member has not booked a room but is found using it, they will be asked – and expected – to vacate it, even if it is not booked by someone else. If they wish to remain, they will be charged accordingly.

Technical assistance will be made available where possible to assist with meeting room set up if required – advance notice is preferred. Login will do its best to accommodate any other set up requests.

You agree to maintain the meeting rooms in a clean and safe manner.

You must notify reception immediately if you need to cancel a booking. Meetings cancelled on less than 12 hours prior to the booked time will be charged at full cost.

To the extent available, parts of the first floor Event space may be made available to book as meeting areas. To book the entire Event space, please speak to the Login Team.

## 9. ADDITIONAL FACILITIES

A kitchen area is provided on the first floor where Members can store and prepare their own food. All food and other items left in the kitchen are left at the Member's risk. Members with allergies are particularly warned that the fridge and kitchen facilities are communally shared, and that it is possible they could come into contact with allergens.

Members are asked to be considerate of the wider environment and other members, and to always clean up after themselves when using the kitchen facility. Fridges and communal areas will be cleaned on a periodic basis and Login shall not be responsible for any items (including food) which may be lost or displaced as a result.

The Login Courtyard Café, located on the ground floor, is open for Members and their guests. All food and drink bills must be settled on the day of consumption or charged to a Member's account.

Members must abide by all applicable laws as well as any policies issued by Login from time to time regarding the consumption of alcohol.

## 10. MEMBER STORAGE

Lockers are only available to members on a first come, first served basis. Login does not guarantee that a locker will be available at any given time.

Should a member lose the key to the locker a fee of £5 will be payable.

The Locker will be available to you for the period specified when you initially requested the Locker. At expiry of that period, the Member must collect all items stored in the Locker.

If, on termination or expiry of use of a Locker, the Member does not remove all items from the Locker, Login reserves the right to access the Locker and remove any items. If Login does so, any items removed from the Locker will be held in Lost Property for a period of 28 days, after which it will be disposed of.

The Locker must only be used by the Member for the purposes of storing personal belongings and for no other purpose. The Member shall not allow any other person to use or access the Locker.

The Locker shall not be used for storage of any materials deemed to be inappropriate by Login including without limitation illegal or offensive materials, perishable items, valuable items, or articles belonging to anyone other than the Member.

Access to the Locker will be dictated by the opening hours of the building in which the Locker is located. Outside of those hours, the Locker will not be available, and Login will not be liable to the Member for the Member being unable to access the Locker.

The Member must keep the Locker in good and clean condition and the Member must not do or omit to do anything that may result in damage to the Locker. If the Member identifies that the Locker is damaged, they must immediately notify a member of Login Management. Login reserves the right to charge the Member for the cost to repair any damage to the Locker caused by the acts or omissions of the Member.

Login shall be entitled to routinely access the Locker at all times and without notice to the Member for the purposes of security, maintenance and repair, ensuring and auditing compliance with these Terms and all other purposes deemed necessary by Login.

Items stored in the Locker are entirely at the Member's risk. Login shall not be responsible or liable for any loss of or damage to items stored in the Locker except where such loss or damage arises as a direct result of the negligent acts or omissions of Login.

## **11. TECHNOLOGY & SUPPORT**

Access to the Login network and public internet is provided for Members and guests, the use of which must be made in accordance with applicable laws and any Login usage policies and must not be used for any activity which is considered by Login to be illegal, immoral or have a detrimental effect on other members or guests. Such access is subject to reasonable and fair usage by Members and guests in the absolute discretion of Login.

Login is not able to provide any assistance with repairing or optimising Members' hardware or software and Members are responsible for protecting themselves from the impact of computer viruses, malware and malicious software.

Login seeks to ensure that the performance of the internet, network, Login Members' App and any technology provided is sufficient for working purposes but cannot guarantee such performance and cannot be held responsible for any direct, indirect or consequential loss or damage of any kind resulting from any performance related issues.

## **12. PHONE CALLS AND DISCUSSIONS**

Members are asked to be considerate to other members around them when using their mobile telephones and are encouraged to use the phone booths or book meeting rooms for lengthier, noisier or private calls. The use of loudspeakers in mobile telephones, laptops or other devices is prohibited in public areas (whether for the purposes of conducting telephone calls or otherwise). Phone booths are available for use at any time, without prior booking (subject to availability).

## **13. SECURITY**

Members are responsible for their possessions at all times within the premises. Login' insurance does not cover or include loss, damage or theft of Members' possessions. Members' who leave possessions unattended at any time on the premises do so at their own risk.

Login accepts no responsibility or liability for loss or damage to property brought into the premises. This is not intended to affect any mandatory rights you have under local law that cannot be legally restricted or excluded.

## **14. HEALTH & SAFETY**

Login will comply with its legal obligations in respect of the wellbeing and safety of all those within the premises.

Members should not do anything that compromises their own safety or that of others whilst within the premises.

Members are responsible for ensuring that all furniture and equipment (including desks and chairs) supplied for use within the premises is appropriate for their particular needs. If you require any specific accommodations, please let us know and we will do our best to make reasonable modifications or adjustments.

Members must immediately report any injury which has occurred at the premises, near misses, or any potential risk or danger a Member becomes aware of, including any worn or damaged equipment, to the Login Management Team. Login reserves the right to ask Members to remove any items that it, at its sole discretion, determines may be obstructive to other members or represents a risk to the health or safety of all occupants.

## **15. LIABILITY OF LOGIN**

Nothing in these Terms shall limit or exclude Login's liability for death or personal injury caused by its negligence (or that of its employees or agents) or fraud or fraudulent misrepresentation.

Subject to the above, in no circumstances will Login be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) to Members for any loss of profits, loss of production, loss of or corruption to data, loss of or corruption to software, loss of business, loss of revenue, loss of operation time, loss of goodwill or reputation or loss of opportunity, in each case whether direct or indirect, suffered by you or any claim by third parties made against you.

## **16. REFERRALS**

We encourage you to refer individuals to Login. Should you do so, you consent to the referred individual sharing your name and email address with Login in order for Login to confirm the referral.

## **17. YOUR OBLIGATIONS**

It is your sole responsibility to determine that your membership meets the needs of your business and is suitable for the purposes for which it is used.

Equipment and resources provided within Login is intended solely for Members and permitted guests and may not be removed from the premises under any circumstances.

Members are responsible for electrical safety testing and certification of their own equipment. Members shall at all times comply with any policies issued by Login relating to use of equipment.

Login will not be responsible for any loss of or damage to such equipment.

Members should show consideration to those around them when listening to music or spoken word and should be respectful of other Member's need for privacy.

Login is not responsible for the actions of Members and shall have no responsibility with regard to, or obligation to participate in or mediate, any dispute between Members.

Members are expected to keep their space and surroundings clean and tidy, and in a state that does not obstruct the daily cleaners from performing their duties. Any items left at Login including on, next to or under a dedicated desk, which are untidy or cause an obstruction, will be collected at the end of each day and disposed of if not claimed after fourteen (14) days (twenty four (24) hours if perishable).

Members are responsible for the actions of and damage caused by any guests they invite to Login.

Members shall only be entitled to take photographs and film within the premises if they have obtained prior written consent from Login.

Members must not use, copy or reproduce the Login Business Lounge name, logo, colours, trademark or other identifying features without obtaining the prior written consent of the Login Team.

Members may not alter any part of the physical space, furniture, or equipment.

Members nor their guest or invitees shall do anything at or from the premises, which is illegal, unlawful, immoral, unsafe or dangerous.

Login is a non-smoking environment, apart from designated outside spaces, and the use of vapes and e-cigarettes is not permitted on the premises.

## **18. MISCELLANEOUS**

### **AMENDMENTS**

These Terms may be amended by us from time to time. A link to the current Terms can be found via the website at any time.

### **FORCE MAJEURE**



Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms (with the exception of any obligations on a Member's part to pay any sum due under the Terms) if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that the affected party shall use its reasonable endeavours to resume normal performance.

**WAIVER**

The failure by a party to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies nor shall it preclude or restrict the further exercise of that right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**SEVERANCE**

If any provision of these Terms (or part of any provision) shall be found by any court or competent authority to be invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of these Terms shall not be affected.

**ASSIGNMENT**

Login may at any time assign, transfer, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these Terms.

Members are not permitted to assign, transfer, charge, subcontract, or deal in any other manner with any of its rights and obligations under these Terms.

**INFORMATION AND DATA PROTECTION**

We will use the personal information you provide to us in accordance with our Privacy Policy.