

## HOUSE RULES

These are The Providers' House Rules which may change from time to time and which apply between The Provider and the Client in relation to a Business Centre.

An up-to-date version of these rules can be viewed anytime by visiting [www.theworkstation.co.uk](http://www.theworkstation.co.uk)

**ALL PRICES QUOTED WITHIN THIS DOCUMENT ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED**

### Accommodation

- 1) Upon move in: The Provider will ask the Client to sign an inventory of all accommodation, furniture and equipment the Client is permitted to use, together with a note of its condition, and details of the keys/entry cards/PIN codes issued to the Client.
- 2) The Client may not put up any signs on the doors of their accommodation or anywhere else that is visible from outside the rooms the Client is using without written approval from the Provider. The Provider reserves the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Centre's design.
- 3) Taking care of the Provider's property: the Client must take good care of all parts of the Business Centre, its equipment, fittings and furnishings that they use. The Client must not alter any part of it.
- 4) Keys and security: Any keys or entry codes which The Provider allows the Client use remain the Provider's property at all times. The Client must not make any copies of the keys and/or entry cards or allow anyone else to use them without the Provider's consent. Any loss must be reported to The Provider immediately and the Client must pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule improves security levels of the Business Centre. If the Client is permitted to use the Business Centre outside normal working hours it is the Client's responsibility to lock the doors to their accommodation and to the Business Centre when they leave. This is to ensure the safety of individuals and property at the Business Centre. Additional keys may be cut by the Provider at a cost of £20 for ordinary keys and £50 for security protected keys. The Client agrees to pay a fee of £125 + VAT in the event a window is left open outside normal office hours (Mon-Fri 9am-5pm). This fee is to cover the cost of the Provider sending out a representative to secure the window.
- 5) The Client agrees to report any issue with the standard of upkeep, maintenance, repair or otherwise via the Providers website whereupon they will be provided with a unique job reference number. If the issue has not been submitted via the Providers website the Provider may deem the issue has not been notified correctly and will not be under any obligation to attend to the work.
- 6) The Provider is under no timeline obligation to grant The Client with access to their accommodation in the even The Client locks themselves out of the accommodation. The Provider will do their best to arrange a representative to attend site and grant access to the accommodation, but this will be done in a manner convenient to The Provider. The Provider reserves the right to charge a call out fee of £150 + VAT for each incident where a call out has occurred.

### Use

- 7) The Client shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours. For security purposes and if the Client does so, it will be at the Client's own risk. All corridors, halls, elevators and stairways shall not be obstructed by the Client or used for any purpose other than egress and ingress. The Client can only use public areas with the consent of the Provider and those areas must be kept neat and attractive at all times.
- 8) The Client's name and address: At the Client's request and cost, the Provider is happy to include the Client's name in the house directory at the Business Centre, where this facility is available. The Client must not use the name of the Provider in any way in connection with their business.
- 9) The Client's employees and guests shall conduct themselves in a business-like manner; the noise level will be kept to a level so as not to interfere with or annoy other Clients and the Client will abide by the Provider's directives regarding security, keys, parking and other such matters common to all occupants.
- 10) The Client shall take advice on having any electrical equipment within their accommodation tested as a portable appliance. Additionally, the Client must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Centre is located, oil burning fluids, gasoline, kerosene or electrics for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Centre. No offensive gases, odours or liquids shall be permitted. No firearms shall be permitted. The Business Centre is intended to be used solely for office use. The Provider may in its absolute discretion give prior approval to an alternative use of the Client's accommodation (such approval to be in writing) and in the event that it does so references to "office" shall be construed accordingly.
- 11) The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from the Provider at an agreed cost to the Client. If the Client requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at the Client's expense by the personnel designated by the Provider.

- 12) The Client shall bring no animals into the building other than certified assistance animals without the prior written consent of The Provider. The Provider reserves the right to (a) charge an additional 25% of the Office Restoration Fee if a client is granted consent (b) charge a £75.00 inspection fee (c) increase the clients service retainer/deposit to twice the monthly office fee (d) withdraw consent at any time for no reason (e) grant consent to only one animal.
- 13) Kitchen amenities: allows the Client and visitors access to self-service shared kitchen facilities.
- 14) The Client shall not use the Business Centre for manufacturing. The Client shall not occupy or permit any portion of the Business Centre to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
- 15) No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Centre by the Client nor shall any changes be made to existing locks or the mechanisms thereof.
- 16) Canvassing, soliciting and peddling in the building are prohibited and the Client shall not solicit other Clients for any business or other purpose without the prior written approval of the Provider.
- 17) All property belonging to the Client or any of the Client's employee, agent or invitee shall be at the risk of such person only and the Provider shall not be liable for damages thereto or for theft or misappropriation thereof.
- 18) Smoking shall be prohibited in all public areas, including conference rooms. No smoking shall be permitted at any time in any area of the Business Centre (including open offices) and within 20 ft. of any entry and exit point of the Business Centre.
- 19) The Client or the Client's officers, directors, employees, shareholders, partners, agents, representatives, contractors, Clients, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behaviour to the Provider's team members, other Clients or invitees, verbal or physical in the Business Centre for any reason. Any breach of this rule is a material breach of your agreement (not capable of remedy) and your agreement may be terminated immediately and services will be suspended without further notice.

### Services and Obligations

- 20) Furnished/ unfurnished office accommodation: The Client shall not affix anything to the windows, walls or any other part of the office or the Business Centre or make alterations or additions to the office or the Business Centre without the prior written consent of the Provider.
- 21) Should the Client require any items to be affixed to the windows, walls or any other part of the office then the Provider reserves the right to deny the request or, if approved, the works to be undertaken by a Contractor approved by the Provider. Furthermore, the Provider reserves the right to charge the Client for these works at £50.00 + VAT per hour per tradesman plus the cost of materials.
- 22) Office services: The Provider is happy to discuss special arrangements for the use of the facilities outside the Business Centre normal opening hours or, the normal working days where the Business Centre is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
- 23) All of the pay-as-you-go services are subject to the availability of the Business Centre staff at the time of any service request. The Provider will endeavour to deal with a service request at the earliest opportunity and provide the additional service the Client requires, but the Provider will not be held responsible for any delay.
- 24) If in the Provider's opinion, the Provider decides that a request for any pay-as-you-use service is excessive; the Provider reserves the right to charge an additional fee at the Provider's usual published rates based on the time taken to complete the service. This will be discussed and agreed between the Provider and the Client at the time the Client makes such request.
- 25) Services will be available during normal opening hours. Internet access and phone lines are available after hours and weekends.
- 26) It is the Clients responsibility to take receipt of their own post, parcel deliveries and alike. The Provider takes no responsibility and makes no guarantee that Client post, parcel deliveries and alike will be accepted or signed for.

### The Provider' Services Agreement

- 27) Data protection: The Provider requests that the Client provides, as and when requested by the Provider, documentation and personnel information as the Provider may reasonably require enabling the provision of the services. Such personal data will be used by the Provider in accordance with the law.

28) Subordination: This agreement is subordinate to the Provider lease with the Provider landlord and to any other agreements to which the Provider's lease with the landlord is subordinate.

29) Annual indexation: For all agreements with a term greater than 12 months, the indexation applied of the All Items Retail Prices Index + 2% will be substituted by CPI or 2.8% whichever is the greater.

30) Cross default : The Client agrees that, if they are in default under a service agreement with the Provider at a different business centre ("Different Location Agreement") to the one specified in this Agreement, that the Provider may recover any unpaid sums due under a Different Location Agreement from the Client under this Agreement and that the Provider may, in particular (but not limited to), withhold services under this Agreement or deduct sums from the retainer held under this Agreement in respect of such unpaid sums.

31) Company Name Change: If there is a need to change the name of your company, requests must be made in writing and addressed to the Provider. Please note that these requests will be processed 60 days from the beginning of the next calendar month. Any invoices prior will be in the current company name and cannot be changed.

## Fees

32) Direct Debit: The Client will be required to set up a Direct Debit for payment of rent and fees. Direct Debits are utilised by The Provider in order to save resources on administration and chasing potential bad debts, therefore, if the Client prefers not to pay by Direct Debit an additional fee of £6.50 + VAT per transaction will become chargeable. Direct Debits are processed within 3 working days.

33) Standard services: The standard fee and any fixed, recurring services requested by the Client are billed in advance and payable upon receipt of invoice. For a period of less than a month the standard fee will be applied on a daily basis. Recurring services will be provided by the Provider at the specified rates for the duration of your Agreement (including any renewal). If a Client has a need to cancel a recurring service they may request this at any time up to the notification due date of the agreement. The cancellation will be applied from the first day of the renewal start.

34) Pay-as-you-go and additional variable services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are billed in arrears and payable upon receipt of invoice.

35) Office set up: An office set up fee of £150.00 + VAT will be charged for each Client unless agreed otherwise.

36) A license renewal fee of £75.00 + VAT will be charge for each Client at the point of renewing unless agreed otherwise.

37) Office restoration fee: A fee of £200.00 +VAT for redecorating and £100.00 +VAT for carpet cleaning for each occupied office will be charged upon the Client's departure or if the Client, at the Client's option, chooses to relocate to different rooms within the Centre. The Provider reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

38) Client signage: A fee of £250.00 + VAT will be charged for each Client. It's the responsibility for the Client to provide the Provider with their company artwork. Any graphics that are provided must be in either Adobe Illustrator CS5, Adobe Acrobat or EPS in a vector format with all strokes and fonts converted to outlines. In the event the above format is unachievable, please supply a high resolution .jpg and the Provider may modify the artwork to suit. A draft will be provided before final print.

39) Late payment and penalty: All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice that is provided. To pay to the Licensor ¼ % per day +VAT of any outstanding moneys if remaining unpaid by the 14<sup>th</sup> of the month up to a maximum of 50% of the outstanding moneys plus a recurring charge of £35 + VAT every 14 days. This charge is levied in order to defray bank interest and to cover administration time and paperwork. If the Client disputes any part of an invoice, the Client must pay the amount not in dispute by the due date or be subject to such late fee and penalty. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to the Client's accommodation) while there are any outstanding fees, penalties and interest or the Client is in breach of the Service Agreement which, for the avoidance of doubt, includes these House Rules.

40) Insufficient funds: The Client will pay a fee of £35 +VAT or the maximum amount permitted by law for any returned payments due to insufficient funds. Furthermore, should any charge be made from a direct debit payment process, a £35 +VAT fee will apply.

41) Taxes: The Client will pay all current taxes paid by the Provider to any government authority. This currently applies to the Carbon Levy and VAT.

42) Cleaning of client office(s): Where a business centre has in force the 'Door Handle Hanging Signs' cleaning is charged at £0.10 + VAT per sqft per visit capped at a total of £45.00 + VAT per office per visit and a minimum of £15.00 + VAT per office per visit . It is at the discretion of the Clients to present the Door Handle Hanging Sign. The cleaning team will empty bins, wipe available surfaces, carpet vacuum, and clean internal windows.

## Liability

43) Mail: The Client releases the Provider from any liability arising out of or incurred in connection with any mail or packages received on the Client's behalf.

## Force Majeure

44) The Provider shall have no liability to the Client under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. The Provider's obligation to perform its obligations shall be suspended during the period required to remove such force majeure event.

45) The Provider shall notify the Client as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Centre or in another available business centre.

## IT, Telecoms and technology policy

### 46) Introduction

This Policy forms part of The Provider's Internet IT & Connectivity order and applies where the Client wishes to use The Provider's Telecommunication and Internet connectivity services and equipment.

The Provider is considered a Downstream Service Provider (DSP), which means The Provider provides a personalised connection to the Internet which is managed and protected via a firewall.

- The Provider's Internet service provides the Client with an Internet connection that provides regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and like.
- The Provider's Internet service is based on a symmetrical leased line connection or Fibre to the cabinet technology that is shared with other individual Provider's Clients within the same Provider's office building.
- The Provider can provide the Client with dedicated leased line connectivity various capacities subject to availability. This provides an uncontended, symmetrical connection of the selected Client bandwidth. The service provides one (1) public IP address with the facility to purchase and deploy additional IP addresses.
- The Provider can provide Wireless roaming with a dedicated connection, Private VLAN access to dedicated bandwidth per company, which includes up to 10 registered devices. (Set up can be waived if set up at the same point as dedicated connection). If the Client exceeds 10 registered devices, The Provider reserves the right to charge the Client at a rate of £7.50 for 5 additional wireless devices and £10.00 for 10 additional wireless devices. If the site is not VAT registered a surcharge of £2.00 per transaction will be applied.
  - The service provides the Client with the following capability:
    - o The ability to deploy public IP addressing.
    - o The option to run server based solutions that require inbound connectivity (e.g. an FTP, web or mail server).
    - o The option to run "site to site" VPN connections.
    - o The Client is also able to deploy its own "firewall" to manage its own LAN and VPN connections should the Client wishes to do so.

### 47) The Provider's Internet and Telecommunications Policy

a) Content. The Client acknowledges that the Provider does not monitor the content of information transmitted through the Provider's telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines"). The Client further acknowledges that the Provider is merely providing a conduit for Client's Internet transmissions, similar to a telephone company, and that the Provider accepts no liability for the content of transmissions by the Client.

b) Restrictions. The Provider's Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. The Client is responsible for maintaining the basic security and virus protection of the Client's systems to prevent their use by others in a manner that violates the Service Agreement. The Client is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

c) The Provider's Internet access - Per user basis. The Provider grants the Client access to the Provider's Internet service on a per user access basis. In the event of the Client increasing the number of users by utilising a gateway device (router, firewall etc) or by other means, the Client agrees to pay The Provider's fee for each user who accesses the Internet, either directly or through a gateway device.

d) Unauthorised access. In no event may the Client increase its authorised access points to the Telecommunications/Data lines by means of wire splitting or any other method including wireless devices. In the event of the Client breaching paragraph 44.c (the Provider's Internet Access - Per User Basis), above, or this paragraph, the Provider may disconnect all of the Client's access to the Telecommunications/Data lines upon three (3) business days prior written notice to the Client. The Client shall pay all the Provider's fees for any unauthorised Telecommunications/Data Lines use upon invoice from the Provider. The Provider shall have no obligation to reconnect the Client to the Telecommunications/Data Lines until such fees have been paid in full and the Client has ceased to make unauthorised access.



- e) Client installed telecommunications lines. It is part of The Provider business model to provide Telecommunications Lines to its Clients. The Client may not bypass the use of The Provider Telecommunications Lines by installing its own direct Telecommunications Lines. On a case by case basis, The Provider may grant the Client authorisation to install direct Telecommunications Lines upon written request by the Client. This permission will only be granted on the agreement of the Client, to make a monthly payment of a direct access fee as set by the Provider which will be equal to the monthly Provider's Internet fee, the telecoms package fee or both.
- f) Security violations. The Client is prohibited from engaging in any violations of system or network security. The Provider's Internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. The Provider reserves the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. The Provider may disconnect the Client's equipment and withhold services if the Provider considers that the Client's hardware or software is, or has become, inappropriate for connection to the Provider's network. The Client is responsible for the Client's own virus protection on the Client's systems and hardware.
- g) The Provider's Internet services are only available at the Provider locations and connection to the Provider's network is only permitted at those locations or via the Provider's provided services. The Client must not create any links between the Provider's network and any other network or any telecommunications service without the Provider's consent.
- h) Revisions to this policy. The Provider may modify this Policy at any time, with or without notice.
- i) Special requirements:
- Where the Client is using its own wireless access points, the Client agrees to adjusting their Channel Frequency should their wireless access point interfere with the Providers own systems.
  - It is to note that the following ports are blocked through the Provider's firewall for outbound traffic: H323, Napster\_8888, Nbdatagram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP-1434, UDP-1434.
  - Video conferencing services are not allowed on the Provider's Data Network without written approval from the Provider's IT Director. If approval is gained then the Client will be required to take Reserved Bandwidth to support the solution.
  - The Provider's Mail relay server is limited to 128 recipients / 32MB per message. It cannot be used as a smarthost.
  - The Client agrees to observe and comply in all respects with the provisions and requirements of the fair usage policy which relate to Information technology and communications systems found at the following website:
    - o <https://technologywithin.com/fair-usage-policy/>
- j) **DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS.** As part of its services to the Client, the Provider may provide third party Internet access and computer hardware and software ("Third Party Services"). THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. THE CLIENT ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY THE PROVIDER AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR THE CLIENT'S INTENDED PURPOSE.
- k) **DISCLAIMER OF LIABILITY FOR THE CLIENT'S EQUIPMENT.** ALL CLIENT EQUIPMENT STORED IN THE PROVIDER'S TELECOMMUNICATIONS ROOM IS STORED AT CLIENT'S OWN RISK. THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
- l) **DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE.** The Provider does not provide any service level agreement to the Client in regard to provision or loss of service for its Internet services. The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party
- m) **DISCLAIMER OF INDIRECT DAMAGES.** The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from the Service Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.
- n) **ACCESS TO THE PROVIDERS IT & TELECOMS ROOM.** The Provider is under no obligation to provide the client with access into the business centre's IT & Telecoms Room for whatever reason. Should the Client require access a lead in period of 10 working days will be applicable from a formal request for access. Should access be granted the Provider reserve the right to charge an attendance fee of £75.00 + VAT per hour.

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the  
workstation  
A Base for your Business

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