

TERMS AND CONDITIONS

Terms

These terms and conditions apply to your membership of Landmark Club Space. Member(s) refer to you and to other Club Space members. Service(s) refer to the range of services or any one or some combination of them, offered by Landmark and are set out and described in these terms and conditions.

The Service

Landmark may at any time alter these terms and conditions and the packages of Service(s) offered and may also alter the level of membership charges and service charges applicable to Club Space membership at any time. Prior notice to Members of any such alterations will be provided to the Member not less than 30 days before any such alterations, including alterations to membership charges, come in to effect.

Membership Introduction

Club Space entitles members to use the areas within the participating Landmark centres which have been specifically designated for Members (Club Space areas). A list of participating Landmark centres can be found on the designated area of the website: <https://www.landmarkspace.co.uk/locations/business-lounge/> (the website). Club Space membership may not be transferred or assigned.

1 Club Space (daily and monthly)

All spaces are available on a first come, first served bases and cannot be booked in advance. Club Space service charges are payable daily or one month in advance and the Club Space membership is available at the locations as stated on the Website and are offered subject to availability. Monthly members are permitted to invite up to 3 guests at a time for a period of up to 2 hours and guests may only access Club Space areas when accompanied by a Member. Members from the same company are limited to 4 monthly memberships at any one time. Day pass members are not able to invite guests in to the space but can purchase additional day passes on the day. Hours of operation are Monday to Friday 9am to 5:30pm.

2 Availability and behaviour

Club Space areas are subject to availability, fair use and sufficient space being free to accommodate those Members wishing to have access at any one time. Landmark has the right to determine appropriate capacity levels to ensure all Members receive an optimum experience of their use of the Club Space areas.

Members are responsible for ensuring their own behaviour and that of their Visitors is always appropriate to the shared business environment. Landmark reserve the right to deny access and terminate a membership at any given time at our absolute discretion.

Members are requested to not reserve space by leaving coats or other belongings unattended for more than 30 minutes. Other members should be considered when consuming food and a designated 'coffee bar' is available for this purpose. When making, or receiving phone calls, use of the dedicated phone booths should be made where possible and members should respect the requirement to be respectful of noise levels in the 'quiet zone'.

3 Internet and refreshments

Club Space membership entitles you to use the free internet access and refreshments facilities where they are available at designated Club Space locations.

Landmark requires Members to comply always with the relevant provisions of the Digital Economy Act 2010 when using the Club Space free internet connection. If Landmark experiences any issues with the provision of the internet service (whether temporary or suspension or otherwise) Landmark will not accept any liability or be held responsible for any loss or damage whatsoever which may be occasioned to a Member because of the occurrence of such issues. This limitation and exclusion of liability and responsibility shall apply however such loss or damage may arise whether directly or indirectly and the Member waives any right to make a claim whatsoever against Landmark arising out of or in connection with any such loss or damage. Usage will be monitored and if it is found to be used for fraudulent activity, we reserve the right to cease providing Members with internet access.

4 Meeting Room spaces within the Club Space area

Members can use private meeting rooms within the Club Space area (where this facility is available) as part of their membership. Use of private meeting rooms is subject to availability and limited to a maximum of 30 minute increments and should be vacated promptly during peak times and always left clean and tidy. Other Meeting Rooms must be booked in advance via the centre staff.

5 Locker Usage

Where lockers are available, usage is subject to availability. Lockers may not be used to store illegal, illicit or immoral items. Landmark reserves the right to open (including by force) any locker and to inspect and/or remove the contents of any locker if or when it suspects it is being used in contravention of UK law and shall have the right to draw the contents of any locker to the attention of any relevant authority should it deem it appropriate to do so. All locker rental charges are payable in advance monthly. Unless otherwise terminated by the Landmark, locker rental will be terminated upon a Member giving 1 calendar months notice to Landmark. Where use of a locker overruns any stipulated rental period, then the Member will be charged the equivalent of one month of rental. If a Member fails to remove property from the locker at the end of any rental period or allows rental charges to fall into arrears, then Landmark shall have the right to remove and dispose of any such property. Landmark shall be under no obligation to notify a Member of any such removal and disposal and shall incur no liability to any Member for any loss or damage (however it may arise), which the Member may sustain because of such removal or disposal. Landmark accepts no liability whatsoever for the safety or security or for the loss of (including by theft) or damage to any property stored in any locker. Members accept that when using such facilities, their goods are stored at entirely their own risk and it shall be the members' responsibility to insure against the risk of loss, theft or damage to their property.

6 Payments and Charges

Club Space Day Pass fees are payable on the day by credit / debit card. Monthly Club Space fees are payable as a pro rata for the current month and a calendar month in advance by credit / debit card. A one month deposit will be taken upon signing based on the monthly membership - this does not reflect any discounted rates offered. Further monthly payments will be taken by Direct Debit on the first of each month and will continue until termination notice is confirmed as outlined in these Terms. Failure to pay or late payment of membership charges or other charges, may result in Landmark terminating the membership and apply DD failure payment charges if applicable. Landmark reserves the right to take appropriate steps to recover the arrears.

If, for any reason, a Direct Debit is not signed then you agree to make an initial, upfront payment of at least three months. You will be invoiced for any subsequent period (which will be of the same duration), one month ahead of the expiry of the final month.

7 Virtual Product Add On Services

Mail Forwarding Add On:

If a Member decides to purchase the mail forwarding add on service, then the Member shall be under a continuing obligation to notify Landmark of any change to the information given on the Client Introduction or any relevant change in circumstances at any time during the period of his or her membership. In relation to any application for the mail forwarding service, Landmark will undertake all necessary background checks to comply with its statutory and regulatory obligations whether imposed by local authorities, HMRC, anti-money laundering legislation or otherwise and shall be entitled to share the results of those checks with governmental or other regulatory agencies where it is deemed appropriate or under other legal obligation. If the information supplied by a Member on the Mail Forwarding add on Client Introduction Form is discovered at any time to be inaccurate or incomplete or if the results of any background check are unsatisfactory for any reason, then Landmark will either: refuse to grant the application and refund any monies taken from the Member in relation to the same or immediately terminate the services. Trading names: multiple company and/or trading names cannot be applied to a single mail forwarding account. The Mail Forwarding service will not be active until confirmation has been sent by Landmark Client Services team. Members are not able to publish the centre address on any medium without purchasing (and receiving confirmation of activation of) the Mailing Address Add On.

Registered Office Add On:

To use a Landmark location as their Registered Office in conjunction with a Mail Forwarding add on. This service is available at an additional monthly charge. The use of the centre address as a Registered Office address by a member without the permission of Landmark, will automatically incur the advertised cost of the service to their monthly billing.

Call Forwarding Add On:

A local number will be allocated to the Member by Landmark and calls will be forwarded to this number at Standard BT rates. This services comes at an additional monthly charge

Call Answering Add On:

A local number will be allocated to the Member by Landmark and calls will be professionally answered in the requested company name and calls connected or messages taken and forwarded by email. This service comes at an additional monthly charge.

8 Limitation and exclusion of liability

Landmark accepts no responsibility for any loss of or damage to Members property (or that of their visitors) while they are using the Club Space areas or any of the services offered at any Landmark locations. Members will be entirely responsible for ensuring their property is safe and secure at all times whether stored in locker or within the Club Space space and members shall be entirely responsible for insuring the same. We exclude liability for actions taken in response to breaches of these terms. Landmark shall not be liable to any member or their guest for any direct or indirect loss suffered when using the Club Space space and its facilities, including for example, but not limited to any profit, loss of revenue, loss of reputation, loss of business, loss of opportunity, loss of contract, loss of goodwill, loss or corruption of data or information, consequential or economic loss or damages of any kind. Should Landmark not be able to provide any Club Space services at any given location, Landmark will use it's best endeavours to provide the services at an alternative location and transfer the membership to such location. Should Landmark not be able to find such a suitable location, the member agrees that Landmark will not be held liable for any loss, expense or damages nor liable for any refund in whole or part.

9 Data Protection

All Club Space Members will be required to provide photographic proof of Identification (photocard driving licence or passport) on their first visit to an Landmark location. A photocopy will be taken and certified by an Landmark member of staff and kept on file as part of Know Your Customer business practice. Landmark undertakes that, in performing its obligations, it shall comply with the provisions of the Data Protection Act 1998 and all other applicable laws relating to the processing of Personal Data as defined by the GDPR.

10 Membership terms and termination

Monthly Membership

The initial term of this agreement is reflected in page 1 of this agreement. The agreement will be automatically renewed and extended for successive periods of the initial term (each a "renewal term") until terminated, as provided herein, by either Client or the Company.

The Client may terminate Membership upon expiration of the Initial Term or any Renewal Term by giving written notice of termination one full calendar month prior to the end of the existing Term (3, 6 or 12 months). Landmark is not obligated to refund any amounts for a period when Membership is unused except if Landmark elects to terminate a Members membership for any reason or if there has been payment in advance for a Service which is withdrawn prior to use by a Member.

Client's written notice to terminate the Agreement must be sent by email addressed to memberships@landmarkspace.co.uk.