

SOPERS HOUSE LIMITED. TERMS AND CONDITIONS – ROLLING CONTRACT AGREEMENT:

Please read carefully Sopers House, Media House, Cuffley, EN6 4RY is owned by Sopers House Limited. In this document "Company" means Sopers House, "Club" means Sopers House, Cuffley and its facilities. "You" means the client and the "Lease" means the room/s to be used at Soper's House.

In signing this contract, you confirm that you are the main client and that You are ultimately responsible for the contract, the settlement of charges and adherence to the terms and conditions as set out below.

1 Rolling Contract:

- 1.1 This represents the standard conditions of your forthcoming membership. We ask you to sign and return one copy of the contract to us, retaining one copy for your own records. It is important to note that no contract is accepted by the Company until a signed contract is returned by you, whereby you agree to all our conditions.
- 1.2 A provisional contract can be held by us for 14 days where upon a deposit will be required to secure your membership. Deposit requirements are detailed in section 2 of this document. If no deposit is forthcoming, the date will be released without further notice to You.
- 1.3 Membership contracts will be rolling membership, unless discussed otherwise, and different membership lengths can be agreed.
- 1.4 All pricing and contract length details will be quoted on the application form, and once signed by You, will be used as your contract agreement.

2 Pricing, Deposits and Payment Schedule:

- 2.1 All prices quoted are exclusive of VAT at the prevailing rate. Quotes will be added to the application form for your approval.
- 2.2 Your quote excludes costs of classes, sessions, room hire, PT's, food and beverage, and other extra's such as parking, printing, and phone rentals, which can be added once requested, and added onto the application form, or further quoted into your License.
- 2.3 Accounts may be set up with additional funds added before any additional products can be purchased or ordered. All means of payment must be up front, and no tabs can be opened on account or invoiced unless agreed otherwise by both parties in written communication.
- 2.4 One month's membership, must be paid in advanced as a deposit before the membership has started and paid monthly thereafter. If joining halfway through the month, we will also require the remainder of the month you are moving (Pro-Rata) with a standing order starting the following month.
- 2.5 Membership costs are based on per person for co-working or dedicated desk. They are personal and non-transferable.
- 2.6 Membership payments must be paid monthly via bank transfer, following a written demand from the Company.
- 2.7 The Company reserves the right to amend any prices quoted at their discretion. All prices will be agreed and confirmed one month prior to your membership, or amended for the next payment due.
- 2.8 Any extra costs must be paid via topped up accounts, or added to standing order monthly payments, i.e. monthly parking charges.
- 2.9 A deposit equal to the monthly membership will be required to secure your room.
- 2.10 Any pre booked facilities must be paid in advance, or the booking will not be confirmed.
- 2.11 Food & Beverages and other incidental charges consumed on the day will be for settlement on departure unless a credit account has been established and confirmed with you.
- 2.12 You agree to pay the Company charges for any extra goods or services provided at the request of yourself or any person purporting to have the authority.
- 2.13 Please ensure the details of your membership are clearly marked when sending cheques (if agreed by management). Valid debit/credit card details will also be required prior to the membership and may be subject to pre-authorisation (if means of payment).
- 2.14 **Late payment administration fee.** If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or has failed, we will charge you a fee for each missed direct debit, to cover our reasonable administration costs. This will not be more than £50.

3 Guests / Attendees / Employees:

- 3.1 A full list of the names of all persons of the Licensee seeking to benefit from the terms of the Contract of the number and names of all attendees attending the membership will be required at the start of the contract. This number will be used, among other things, to issue membership for facilities, and for health and safety reasons. These persons may only be those employed by the contract to the Licensee.
- 3.2 Final number of attendees and desks will be needed at the time of application where prices are confirmed. Any adjustments after application, may result in prices changing from quotes. (Office only)
- 3.3 Any additional guests / visitors must follow the signing in procedures explained to them at reception, as well as health and safety and fire safety. Once your guests / visitor is in your office, they will be your responsibility for Health and Safety, fire safety as well as signing out.
- 3.4 The use of the facilities is forbidden for any additional guests / visitors unless prearrangement of a booking and costs have been made. i.e. restaurant – must be booked prior to your visit and paid prior leaving.

- 3.5 No guests / visitors are allowed to use any other facilities without paying guest fees prior to their visit and following rules and procedures. See Induction and rules.
- 3.6 Beyond those referred to and provided to the Licensor pursuant to clause 3.1 above, no other persons are permitted to make any use of the facilities provided to the Licensee by the Licensor, aside from means of prior written agreement between the Licensee and/or the Licensor and/or by the purchase of an additional guest pass. If the Licensor becomes aware of any breach of this term, then it shall, in its sole discretion, be permitted to levy a charge equating to £180 per month per person, commencing from the date of the Licensor's licence. Any such sum will be a liquidated debt, payable immediately by the Licensee, following written demand by the Licensor.

4 Facilities:

- 4.1 We have no overnight accommodation for your guests, however, can recommend local hotels with favourable rates.
- 4.2 Taxis can be booked via our reception or restaurant team.
- 4.3 Shared facilities will include: Toilets, Parking, Printing, Kitchens, Lifts, Co-working spaces, Restaurant, Café, Gym and Studios.
- 4.4 At no point must you use any other offices, board rooms or auditorium without permission of the manager or team member dealing with your booking. Studio classes, treatment rooms, restaurant and gym, must be booked in advance.
- 4.5 Your guests / attendees are your responsibility.
- 4.6 We will only provide furniture for your office. Any electrical items you wish to bring in, will be your responsibility, and maintenance will be upkept by yourself. Some electrical items will need to be PAT tested by yourselves if advised by us, on an annually basis. Any damaged plugs, wires or appliances will be removed by us without notice. Any damaged furniture will be charged to You at the end of agreement, or within the Lease at price to renew.
- 4.7 Smoking facilities will be in dedicated smoking areas, and this is the only area that can be used for smoking. Anyone caught smoking from your office in a different location, will be charged a fine of £1000.
- 4.8 On-site bike security may be provided and left at owner's risk.
- 4.9 Cleaners will be allowed access to your office and will be cleaned certain days of the week and may differ. i.e. After hours on Tuesday, Thursday and Friday. This will be discussed with you on induction. They are fully trained. All electricals and other property are at your own risk.

5 Extra Charges:

- 5.1 Parking – A charge of £20 per week, £85 per month or £1000 per year per car space, can be agreed and added to your monthly payments or paid in full prior to usage. Fees/charges may apply if misuse of parking spaces not allocated to you, charged to the Lease holder, including your guests/attendees.
- 5.2 Phone Sets – A charge of £20 plus VAT set up will be charged to your account per month, plus £20 per month line rental plus VAT will be added to your monthly payments, once you have agreed to have a phone line.
- 5.3 Printing – A charge for printing services can be set up for each individual using credits. Credits can be purchased at any time in office hours and will be charged at the time of purchase. This can be purchased from our Reception Department.
- 5.4 Food & Beverage – This must be paid at the time of departure, unless your account has creditable funds, to which we can add this to your account and must be managed by You. If the account is less than the outstanding balance, we may ask you to either top up your account, or to pay in full in other means of payment. We will ask you to sign the receipt for our records.
- 5.5 Classes/Treatment Rooms – This must be paid in advanced at time of booking.

6 Keys:

- 6.1 You may be given keys for windows or office draws, in addition to fobs for access. These will be your responsibility during your license, and we will expect these back once your license has ended. If any keys are lost or broken, there will be a charge of £15 per key, or £15 per hour to get the lock fixed charge to you plus VAT. If any fob is lost or broken, a replacement will be charged at £10 + VAT.

7 Loss & Damage:

- 7.1 The costs of repairing any damage You or your guests have caused to the property, furnishings or equipment will be charged to You as the client on and paying for the membership.
- 7.2 Subject to its liability neither the Company nor the Club can accept responsibility for loss of, or damage to, guests' property however caused. Nor can we be held responsible for any gifts that have been delivered to or handed over to a representative of the Company. At the end of the membership all personal effects are to be cleared. The business cannot accept any responsibility for the safe keeping of such items and will discard any items not collected within 48 hours.
- 7.3 Neither the Company nor the Club can accept responsibility for loss of, or damage to any vehicle left in the business car park or on the business's grounds or facilities.

8 Use of Business

- 8.1 You agree to take reasonable precautions to ensure that no damage occurs to Company property or injury to any person. You are responsible for the actions of your guests, your staff, attendees, and any contractors / third parties you have engaged.
- 8.2 You agree to conduct the License in an orderly fashion, and ensure that no nuisance is caused to anyone. You comply with any request of the Company management and abide by all applicable statutory controls in respect of, but not limited to, health and safety, fire regulations, licensing permissions.
- 8.3 Prior consent must be obtained from the Company for any externally arranged entertainment, services, or decorations. Any third-party providing entertainment must supply the Company with a copy of public liability insurance and PAT testing certification or access may be denied.
- 8.4 Our entertainment and premises licence govern the finishing time of an event, at which point all guests must depart.
- 8.5 Due to our Company's location in a residential area, and Club's offices, the noise level of personal music is strictly forbidden outside the building or in its grounds - failure to abide to this request will result in a possible forfeit of the Licence. It is your responsibility to inform all of your guests, staff, attendees and/or sub-contractors of such restrictions.
- 8.6 Guests are required to leave the Company premises in an orderly manner and not to make or cause excessive noise outside the Company after 10.00pm. We reserve the right to ask guests to reduce noise levels and abide by our terms given the residential properties nearby to the Company premises.
- 8.7 Fireworks are not permitted at the Company due to our residential location.
- 8.8 As a courtesy to the nearby residents, the terrace, particularly in the summer months, will be closed after 11pm.
- 8.9 Last orders at the bar will be called at 10pm for all guests attending restaurant/lounge drinks. (21:00 on Sundays). Ultimately, the sale of alcohol is entirely at the discretion of the Licensor or any authorised agent of the Company, for example, the General Manager or Shift Manager.
- 8.10 Only food and drink purchased from the Company may be consumed in the restaurant or bar area.
- 8.11 The Company places great emphasis on providing a safe and pleasant environment for all persons attending its premise. Should guests act in an improper or disorderly way, as determined in the sole discretion of the licensor, or refuse to comply with reasonable requests from our staff. The Company reserves the right to terminate its relationship with you, and/or to eject those who their considers are the cause of the disorder and/or materially involved with the same. Should this occur, no monies will be refunded.
- 8.12 You agree to provide a single point of contact, in the full name, email address and contact telephone number for a member of your personnel who will be responsible for receiving notifications from the Company, including but not limited to, formal communication as to the terms of the Licence, invoices and general notifications. Written communications sent to this email address by the Company, will be considered valid notice pursuant to the terms of the Licence.
- 8.13 The parties confirm that prior to signing this Licence and agreeing to the terms and conditions they have taken legal advice on the same, or at least had the opportunity to do so.

9. Force Majeure:

If the Club is prevented or hindered from carrying out its obligations hereunder by circumstances beyond its reasonable control including (without prejudice to the generality the foregoing) government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war, then the Company liability to You shall be no greater than the amount paid by You to the Company in respect of the License. If for any reason beyond the Company's reasonable control, the accommodation reserved, included the License, cannot be made available to You, the business reserves the right to substitute similar or comparable accommodation for the License and such a substitution shall be accepted by You as satisfactory performance by the business of its obligations hereunder to provide the accommodation so reserved.

10. Governing law

Agreement governed by English Law. English law shall govern this contract in all respects.

11. Your obligations

11.1 Your Conduct in the Company

You agree that you will comply with the membership rules of conduct set out below whilst in the Company or on the premises. You also agree that you will abide by such reasonable additional rules specific to the Company as may be displayed in the Company from time to time and agree to abide by such additional instructions, as may be reasonably specified by staff in the business on a case by case basis. You also agree that you will make sure that any guests who you bring to the Company comply with the same rules. Failure to comply with these rules, may result in your membership being suspended and/or terminated with immediate effect.

- 11.2 **Rules of conduct.** You agree that you will, and (if relevant) any guests that accompany you into the Company will:

- 11.2.1 dress in a manner that is appropriate to the Company and to the activity you are undertaking, and in particular avoid clothing that is overly revealing, offensive to other members or staff, or is soiled or unhygienic;
- 11.2.2 show consideration for other members, their guests and staff in the Company;
- 11.2.3 not use inappropriate, abusive, offensive or foul language;
- 11.2.4 not behave in a way that is inappropriate, violent, offensive or threatening to any other member, their guests or the staff in the Company;
- 11.2.5 not bring, use or be under the influence of illegal drugs in any part of the premises;
- 11.2.6 not be drunk in or about the premises, not drink in areas other than designated drinking areas of the premises, present valid ID if requested for alcohol purchases from our cafe or bar area and not consume your own alcohol on the premises;
- 11.2.7 not behave in an anti-social or disruptive manner, including but, not limited to inappropriate or threatening behaviour, misuse of equipment or sexual or illegal activities; and
- 11.2.8 not allow your entry to be used by any other person.

12. **Guest Rules:**

If you are 18 years old or over, you can request that we admit guests to the Company. Each guest you request we admit will be subject to our approval and will need to give us relevant information about themselves and must be signed in by you. We may decide not to admit your proposed guest if they reasonably appear to us to be unsuitable, or if the Company is already at or near capacity. You will not be permitted to bring more than 5 guests into the Company at any one time unless the board room or auditorium is booked in advanced. We reserve the right to reduce this number or remove this privilege to assist with social distancing. You must pay a fee for each guest you bring into the Company, to use the gym facilities, treatment rooms, studios, board rooms and auditorium at the guest rates in force at that time for the appropriate category of guest. A guest may be admitted as either a "social guest" or as a "full guest". Social guests are only permitted to use the café/bar facilities. If a social guest you signed in is found to be using other facilities, this will be a breach by you of your contract with us, and we may issue you with a written warning concerning your conduct. You must make sure any guest you sign into the Company complies with the conduct rules. If a guest you bring to the Company breaks the rules or the conduct rules set out in these terms, this will be a breach by you of your contract with us.

13. **Membership Cancellations:**

- 13.1 Any cancellation or postponement must be confirmed in writing, the date of receipt being the date the Company will use as the cancellation date. Any cancellation fees will be based on the noted schedule below. Cancellation terms are:

13.2 Your rights to end the contract:

- 13.3 **Where you have a good reason for ending the contract.** You may end the contract between us by giving us not less than 30 days' written notice at any time, such notice to expire on the last day of the following month (including during the Initial Fixed Term or a Subsequent Fixed Term or rolling contract) if:

- 13.3.1 we tell you that we are making a permanent material change to the facilities at the business, or the location of the business and you reasonably consider that the change is materially detrimental to you;
- 13.3.2 we tell you that we are changing these terms and you reasonably consider that the change is materially detrimental to you;
- 13.3.3 we tell you that we are increasing your membership fees and you do not want to pay the increased fee;
- 13.3.4 we commit a serious breach of any provision of these terms;
- 13.3.5 your financial situation becomes materially worse than it was at your Joining Date, so that continued membership of the business is unaffordable for you (and you are able to provide reasonable evidence of this to us); or

- 13.3.6 you permanently move away from the area in which the business is based, such that travelling to the business is not practical for you, and there is no other alternative within a reasonable travelling distance (and you are able to provide reasonable evidence of this to us).
- 13.4 **Where you have another good reason for ending the contract.** You may end the contract between us by giving us written notice at any time, such notice to expire on the last day of the month in which you provide such notice (including during the Initial Fixed Term or a Subsequent Fixed Term). If you are likely to be unable to use the business, by reason of a serious injury or illness, for a period of at least two months (and you are able to provide reasonable evidence of this to us, such as a doctor's certificate).
- 13.5 **Where you are outside the Initial Fixed Term.** You may end the contract between us by giving us no less than 30 days' written notice ending on or after the end of the Initial Fixed Term and expiring at the end of a calendar month. We will refund you for any part of a Subsequent Fixed Term which you have paid for in advance in that situation, but we will be entitled to keep a proportionate amount of the License fee (plus, where relevant, a proportionate amount of any finance charge) in respect of the part of the Subsequent Fixed Term, which came before the contract came to an end.
- 13.6 **Your right to cancel the contract.** If you submitted your membership application either online, by email or over the telephone, you can cancel your License within 14 days of your Joining Date (referred to as the "cooling off period") without giving a reason. If you want to exercise this right to cancel, please let us know in one of the following ways:
- 13.7 **Feedback or email.** You can fill in the feedback form or email us at info@sopershouse.co.uk. Please provide your name, home address, and details of your membership.
- 13.8 **By post.** Use the model cancellation form available at www.sopershouse.co.uk and post it to us at the address on the form or simply write to us at that address, including the information required in the form.
- 13.9 **Effect of cancellation.** If you cancel during the cooling off period, we will refund all payments received from you. If you have used the facilities during the cooling off period, we will make a reasonable deduction from any refund we give you to reflect your use of the facilities during the cooling off period. This deduction will be the equivalent of our standard guest pass fee for every time you have visited the facilities.
- 13.10 **If you don't have a good reason to end the contract.** If you are not ending the contract for one of the reasons set out in clauses 13, 13.2 or 13.3 your contract will end 30 days (and to expire at the end of a calendar month) after you give us notice in writing of your intention to end the contract. In that case, we will charge you a termination fee. The termination fee will not be any more than your License agreement for the remainder of your Initial Fixed Term less any costs we save and the benefit to us in receiving payment early. Unless you tell us otherwise, we may charge your termination fee directly to any of the credit or debit cards (or collect from your bank account), which you have provided us with details of as part of your License application process and by accepting these terms, you authorise us to do so. We will give you reasonable notice before making the charge.

14. **Our rights to end the contract**

- 14.1 **We may end the contract if you break it.** We may end the contract and your Lease immediately at any time by giving you notice in writing if:
- 14.1.1 you commit a serious breach of any provision of these terms (including in particular the conduct rules set out at clause 6, or the business rules);
- 14.1.2 you commit frequent or repeated breaches of these terms, even if each one may by itself seem minor (including, in particular, the conduct rules set out at clause 8, or the Club rules);
- 14.1.3 you fail to make a payment due under these terms when it is due, although we will give you seven days to correct this first;
- 14.1.4 your membership has previously been revoked or we are currently in dispute with you; or
- 14.1.5 we reasonably believe that your continued Lease of the business poses a risk to the safety or wellbeing of other members, their guests or our staff of the business, or to the reputation of Soper's House.
- 14.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8 or club

rules, we will refund any License fees you have paid in advance, but we may deduct (or charge you additionally) for any reasonable compensation for the net costs we will incur as a result of your breaking the contract. This may include the costs incurred by Sopers House for instructing a debt collection agency to recover any License fees that you owe us.

14.3 Where you are outside your Initial Fixed Term. We may end the contract between us by giving you not less than 30 days' written notice.

14.4 We may end the contract if the business closes. If the business closes or becomes unusable in circumstances we did not plan or foresee (for example if there is extensive damage to the business or the area around it), we can end the contract immediately by giving you notice. If we decide to close the business for operational reasons, we can end the contract by giving you at least 30 days' notice in writing.

Our right to make changes

14.5 Changes to the business facilities. We may make changes to the business facilities and equipment at our discretion from time to time for business reasons. Where that change is material, such as changing the location of the business, or permanently ceasing to provide an important facility we previously provided, we will give you at least 30 days' written notice of the change. Upgrading works or temporary closures to the business's facilities or premises does not constitute a material change for the purposes of these terms.

14.6 Changes to these terms. We may change clauses 13 – 14.4, of these terms. We may make any other changes to these terms at any time for any reason. We will give you 30 days' written notice of any changes to these terms by posting a notice on our website (<https://www.sopershouse.co.uk/legal>) and displaying a notice in the business at Reception.

14.7 Reasons for making changes. We may make changes to the facilities at the business or to the terms of the contract, or to the price we charge you, for any of the following reasons:

- 14.7.1 we may change, remove, or improve or add to our service offering at the business at our discretion as this ensures we respond to customer needs and remain competitive;
- 14.7.2 the cost to us of providing the facilities or other costs associated with running our business increase (for example, we have to pay third parties more to provide services or goods to us);
- 14.7.3 to introduce new charges where the cost of running our business increases;
- 14.7.4 we reorganise the way we structure or run our business;
- 14.7.5 other valid legal or regulatory reasons; or
- 14.7.6 we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.

14.8 Other reasons for changes. We provide access to the business facilities on an ongoing basis, and we cannot foresee what may change in the future. This means we may need to make changes for reasons other than those set out above.

15.0 Health & Safety / Fire Safety / First Aid:

15.1 All communal areas, toilets, gym, restaurant, bar, and café will be managed by Sopers House with health and safety and all risks assessed. We will have on hand cleaners throughout the day following all guidelines set out in our health and safety manual.

15.2 You will need to carry out your own health and safety and risk assessments in your Licensed office. We will not accept any responsibility for any injuries in your office, and you may need to conduct risk assessments for equipment and carry out your own first aid.

15.3 We have set out our fire safety and fire evacuation procedures which can be found in reception and handed to you at start of License. It will be your responsibility to train your employees and guide them out at any time the fire alarm sounds for evacuation and wait at the meeting point. Any visitors or guests that you may invite will have to

sign in and we will guide them through out policy and procedures. It will be your responsibility to guide them out in case of evacuation. We will have fire guards on hand to evacuate. We recommend that you have a fire steward within your team.

15.4 We will provide first aid at any time with our fully trained team members in communal area. Any accidents in the communal area will be managed by Sopers House and risked assessed. It will be your responsibility to have a fully trained first aider in your office, and all information will be provided to you with what to do. You must provide your own first aid boxes for quick response, and any injuries in the office, must be risked assessed by You.

15.5 Any treatment rooms or classes, Health and Safety, Fire Safety and First Aid will be managed by the tutor/teacher at time of class.

15.6 Fire alarm and emergency light tests will be carried out on a weekly / monthly basis at a dedicated day and time, and you will be notified in advance of these tests. These are lawful, and we will try not to distract during office times. We may need access to your office to carry out the alarm test using your fire alarm or emergency light test point.

15.7 Risk assessments for your office must be carried out by yourselves. We will take no responsibility in your facilities or equipment that you provide for your team members / visitors or guests.

16. Other Important Terms:

16.1 In addition to these terms, you also agree to abide by the Sopers House general terms and conditions, which can be found here []. Where there is an inconsistency between these terms and the general terms and conditions referred to herein, the general terms and conditions, where applicable, will prevail.

16.2 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

I/We agree to the above Terms & Conditions.

Client Signature..... Name:.....

Date:...../...../.....

Representative: Sopers House Representative Name: Signature.....

Date:/...../.....