

# Space on Tap Registered Users

## Terms & Conditions for Registered Users of Space on Tap

Please read this Agreement carefully as it governs your use of our services and limits our liability to you. By clicking "I accept" at the end of the Registration form you are forming a contract and agreeing to the terms that appear below. If you have any questions, please email Space on Tap Limited at [help@spaceontap.com](mailto:help@spaceontap.com)

### 1. Definitions

The following words and phrases shall have the following meanings in these terms and conditions ("Conditions"):

**"Agreement"** means the agreement for the provision of the Services between Space on Tap and the Registered User in accordance with these Conditions.

**"Availability Diary"** means the on-line diary system providing details of the current availability of the Open Door Space(s) which shall only be accessible by Space on Tap, the Open Door Partner and Registered Users.

**"Facilities"** means any facilities and services which are to be provided to the Registered User by the Open Door Partner during the Occupation (where required by the Registered User) in consideration for the Facilities Fees as specified in the Registered User Booking.

**"Facilities Fees"** means the fees and charges payable by the Registered User for the Facilities.

**"Registration Form"** means the on-line or hard copy form to which these terms and conditions are appended which sets out details of the Services to be provided by Space on Tap.

**"Occupation"** means the temporary occupation of the Open Door Spaces (for any period of 90 minutes or more) by a Registered User during the period(s) and on the date(s) specified in the Registered User Booking.

**"Occupation Rates"** means the rates payable by the Registered User for the Occupation of the Open Door Spaces as specified on Spaceontap.com.

**"Open Door Partner"** means the person(s), firm or company who shall make the Open Door Spaces available for Occupation and shall provide the Facilities to Registered Users (where applicable).

**"Open Door Space(s)"** means the spaces which shall be available to be viewed on Spaceontap.com by Registered Users only, and which shall be available for Occupation at the time(s) and on the date(s) that the Open Door Space is stated to be available in the Availability Diary.

**"Space(s)"** means the space(s), which are featured in the Perfect Places Directory, including the Open Door Spaces.

**"Perfect Places Directory"** means the on-line directory of spaces which shall be available to be viewed or searched for on Spaceontap.com by Registered Users and non-Registered Users, and which includes the Open Door Space(s) which can be viewed exclusively by Registered Users.

**"Registered User"** means any person who shall register free with Space on Tap for access to the Open Door Service.

**"Registered User Booking"** means the submission by a Registered User of an on-line reservation on the Availability Diary which shall reserve the Open Door Spaces for Occupation, during the period(s) and on the date(s) specified by the Registered User in the Availability Diary, and the Registered User Booking shall be binding upon the Open Door Partner upon the Open Door Partner receiving notification of the same.

**"Services"** means the services provided by Space on Tap to the Registered User in accordance with these Conditions.

**"Space on Tap"** means Space on Tap Limited (registered in England and Wales under company number 7023741, the owner and operator of [www.spaceontap.com](http://www.spaceontap.com)).

**"Spaceontap.com"** means [www.spaceontap.com](http://www.spaceontap.com) operated and maintained by or on behalf of Space on Tap.

### 2. Provision of the Services

2.1 This Agreement shall apply to the provision of the Services to the exclusion of all other agreements and the Registered User agrees that use of the Services shall be deemed acceptance of this Agreement.

2.2 The Registered User acknowledges that they have provided Space on Tap with accurate and complete registration information and it is

the Registered User's responsibility to update Space on Tap of any changes to that information by emailing [help@spaceontap.com](mailto:help@spaceontap.com).

2.3 Each registration shall be for a single Registered User only. Upon registration a Registered User will be allocated a user name and password ("Registered User Login"). The Registered User shall be responsible for all use of the Services using its Registered User Login and for preventing unauthorised use of its Registered User Login.

2.4 If the Registered User believes that there has been a breach of security such as the disclosure, theft or unauthorised use of its Registered User Login, it must notify Space on Tap immediately by emailing [help@spaceontap.com](mailto:help@spaceontap.com).

2.5 If Space on Tap reasonably believes that the Registered User Login is being used in a way which is not permitted by this Agreement, Space on Tap reserves the right to suspend access rights to Spaceontap.com immediately on giving notice to you and to block access to the Registered User Login until the issue has been resolved.

2.6 Space on Tap is continually seeking to improve the Services. Space on Tap reserves the right, at its discretion, to make changes to any part of the Services, provided that it does not materially reduce their content or functionality.

2.7 Space on Tap may from time to time request information about any part of the Services, and such information shall be provided to Space on Tap by the Registered User in a timely manner.

Space on Tap shall bear any costs of supplying, updating, owning and operating Spaceontap.com. Space on Tap shall use reasonable commercial efforts to maintain the availability of Spaceontap.com twenty-four hours per day, seven days per week.

### 3. Perfect Places Directory

3.1 All users of Spaceontap.com (including Registered Users and non-Registered Users) shall be able to search for Spaces featured within the Perfect Places Directory. Full details of Spaces can be accessed by all users other than Open Door Spaces which are accessible exclusively by Registered Users.

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- 3.2 Where a Space is registered as an Open Door Space, abbreviated details of the Space will be available through the Perfect Places Directory, but full details of the Space shall only be accessible to Registered Users, and such Spaces may only be occupied via a Registered User Booking through Spaceontap.com.
- 3.3 Where the Space is not also registered as an Open Door Space, bookings for the use of the Space and any payment due in respect of that use, shall be made directly to the Space provider, whose contact details shall be published on Spaceontap.com, and in this case Space on Tap shall not be required to coordinate the use of the Space or any payment for that use by any user of Spaceontap.com.
- 3.4 The Perfect Places Directory is to be used by users of Spaceontap.com for guidance only and Space on Tap shall have no liability for any losses suffered by the Registered User howsoever arising by reason of its use of the Space.
- 4 Open Door Spaces**
- 4.1 Registered Users shall have exclusive access to services relating to the Open Door Spaces including, but not limited to, access to the details of the space, the Availability Diary and exclusive offers and promotions from Space on Tap which shall occasionally be available to Registered Users only.
- 4.2 Registered User Bookings may be made for the Occupation of the Open Door Spaces at the time(s) and on the date(s) specified in the Availability Diary.
- 4.3 All Open Door Spaces shall be visited by Space on Tap prior to their listing in the Perfect Places Directory. Space on Tap shall assess its suitability for certain activities and shall prepare a description and review of the Open Door Spaces for publication on Spaceontap.com ("Open Door Spaces Review") but whilst the Open Door Spaces Review shall be made in good faith, it will be for guidance only, and Space on Tap shall have no liability whatsoever to the Registered User for the content of the Open Door Spaces Review.
- 4.4 Whilst Space on Tap shall endeavour to ensure that all details and photographs of the Open Door Spaces published on Spaceontap.com are up-to-date and accurate, it shall have no liability whatsoever to the Registered User for any inaccurate information.
- 4.5 Registered User Bookings shall only be binding upon the Open Door Partner once payment of the Occupation Rates, together with any Facilities Fees due, are received by Space on Tap in cleared funds.
- 4.6 All cancellations of Registered User Bookings must be made by the Registered User on Spaceontap.com.
- 4.7 In the event of cancellation by the Registered User of any Registered User Booking for whatever reason, Space on Tap shall only be required to provide a refund to the Registered User in accordance with this clause 4.7:
- (a) For Registered User Bookings cancelled by the Registered User more than 2 standard working days (Monday to Friday) prior to the Occupation, Space on Tap shall provide a 100% refund of any sums paid by the Registered User in respect of the Occupation less a cancellation fee of £3.00; or
  - (b) For Services cancelled by the Customer 2 standard working days (Monday to Friday) or less prior to the Occupation, Space on Tap shall not be required to refund any of the sums paid by the Registered User in respect of the Occupation.
- 4.8 Where a Registered User Booking is made on the basis that the Availability Diary shows that the Open Door Space is available, in the event that the Open Door Space is not available during any or all of the period(s) and date(s) specified in the Registered User Booking, then the Open Door Partner has been requested to give priority to the Occupation in accordance with the Registered User Booking. Where this is not possible, the Open Door Partner is required to find a suitable alternative space for the Registered User and shall inform Space on Tap immediately of any alternative arrangement. However, if the Registered User is not satisfied with the alternative accommodation, for whatever reasons, they may cancel the Registered User Booking and shall be entitled to a full refund of any fees paid in connection with the Registered User Booking.
- 4.9 The Registered User Booking must be made by the Registered User and the Registered User must be present at all times during the Occupation of the Open Door Space, except as otherwise expressly agreed in writing with Space on Tap.
- 4.10 Save as otherwise agreed in writing, the Registered User shall have access to all reception areas, lifts, stairways and toilet facilities (including disabled toilet facilities where required) together with all other facilities as will be reasonably required by the Registered User in order to access and occupy the Open Door Spaces during the Occupation.
- 4.11 Except as otherwise provided for in clause 4.10 above, the Open Door Partner shall only be required to provide the Facilities requested by the Registered User in the Registered User Booking.
- 4.12 It shall be the Open Door Partner's responsibility to ensure that adequate insurance is in place at all times against all losses suffered by the Registered User during Occupation and shall ensure that all necessary permissions relating to the Occupation are obtained and are in place at all times during the Occupation and under no circumstance shall Space on Tap be liable for any loss suffered by the Registered User by reason of the Open Door Partner's failure to perform their obligations under this clause.
- 4.13 The Open Door Partner shall, within a reasonable time, inform the Registered User of all health and safety rules and regulations and any other relevant policies or security requirements (including the requirement for the Registered User to provide photographic identification) ("Site Rules") that apply to the Open Door Spaces and the Registered User must follow the Site Rules at all times during the Occupation. Space on Tap shall have no liability whatsoever for any loss suffered as a result of any failure by the Registered User or

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the Open Door Partner to perform their obligations under this clause.

### 5 Registered User Reviews

- 5.1 Registered Users may submit their own reviews of the Open Door Space(s) and other spaces featured in the Perfect Places Directory, and Spaceontap.com may include bulletin boards, discussion groups and other public areas that allow feedback to Space on Tap and interaction between Registered Users ("Registered User Reviews").
- 5.2 By submitting any Registered User Reviews to Spaceontap.com, the Registered User is confirming that they have used the space for the purpose described in the Perfect Places Directory, and that they are therefore able to provide a fair and reasonable assessment which will benefit other potential users of the space.
- 5.3 The Registered User agrees that Space on Tap may publish such Registered User Reviews on Spaceontap.com, but that it is not under any obligation to do so.
- 5.4 Should Space on Tap consider that any review requires further clarification, or that it is not presenting a balanced view of the space, the Company reserves the right to contact the Registered User to seek clarification, and/or to present the review to the Space Provider or Open Door Partner for their information and/or comment before publishing the review.
- 5.5 Whilst Space on Tap will make all reasonable efforts to monitor the Registered User Reviews, publication of any Registered User Review on Spaceontap.com will not signify Space on Tap's agreement with the views expressed in the Registered User Review and Space on Tap shall have no liability whatsoever for the content of any Registered User Review.

### 6 Liability

- 6.1 Neither party excludes or limits its liability to the other for death or personal injury resulting from the proven negligence of either party, its employees or agents.
- 6.2 Whilst all reasonable efforts shall be made by Space on Tap to ensure that the contents of Spaceontap.com is accurate and up-to-date,

and that in the event that any mistakes or errors are identified, these shall be corrected as soon as possible, Space on Tap accepts no responsibility for any mistakes or errors whatsoever that arise during the course of publication of any information on Spaceontap.com.

- 6.3 In no event shall Space on Tap be liable to the Registered User whether arising under this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, for any Consequential Loss. "Consequential Loss" shall for these purposes mean (i) pure economic loss, (ii) losses incurred by any client of the Registered User or other third party, (iii) loss of profits (whether categorised as direct or indirect), (iv) losses arising from business interruption (v) loss of business revenue, goodwill, anticipated savings, (vi) losses whether or not occurring in the normal course of business, wasted management or staff time, (vii) loss or corruption of data. Subject to clauses 6.1, 6.2 and 6.3, Space on Tap's total liability (whether in contract, tort or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution shall not exceed 100% of the Occupation fee (excluding any VAT, duty, sales or similar taxes) paid to Space on Tap.

### 7 Intellectual Property

- 7.1 Except as provided in this Agreement, Space on Tap retains all right, title and interest in and to the content of Spaceontap.com, including without limitation copyrights, trademarks and other intellectual property rights.
- 7.2 Any ideas, concepts, know-how or techniques developed by Space on Tap or obtained during the execution of the Services will be owned exclusively by Space on Tap.

### 8 Term and Termination

- 8.1 Space on Tap may terminate this Agreement immediately, without liability whatsoever to the Registered User, by giving written notice to the Registered User if:
  - a) the Registered User fails to pay any amount due under this Agreement on the due date for

payment and remains in default not less than seven days after being notified in writing to make such payment; or

- b) the Registered User commits a breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- c) the Registered User repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- d) Bankruptcy or insolvency proceedings are brought against the Registered User or an arrangement with creditors is made or a receiver or administrator is appointed over any of the Registered User's assets or the Registered User goes into liquidation.

### 9 Indemnity

- 9.1 The Registered User undertakes to Space on Tap that he or she shall, without prejudice to any other right of action which Space on Tap may have, at all times keep Space on Tap fully and effectively indemnified against any liability (which liability shall include, without limitation, all losses, costs, claims, demands, actions, damages, legal and other professional fees and expenses on a full indemnity basis) which Space on Tap may suffer or incur as a result of any detail or information that shall appear on Spaceontap.com, any occupation by a Registered User of the Open Door Space(s) or other Space(s) featured on spaceontap.com, the infringement of any intellectual property rights of any third party, or by reason of any breach or non-fulfillment of any of the Registered User's obligations in respect of this Agreement.

### 10 Confidential Information

- 10.1 Each party may use the confidential information of a disclosing party only for the purposes of this

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Agreement and must keep confidential all confidential information of each disclosing party except to the extent (if any) the recipient of any confidential information is required by law to disclose the confidential information.

10.2 Either party may disclose confidential information of the other party to those of its employees and agents (including professional advisers) who have a need to know the confidential information for the purposes of this Agreement but only if the employee or agent executes a confidentiality undertaking in a form approved by the other party.

10.3 Both parties agree to return all documents and other materials containing confidential information immediately upon completion of the Services.

10.4 The obligations of confidentiality under this Agreement do not extend to information that is already in the public domain at the time of disclosure.

### 11 Data Protection

11.1 Each party undertakes to comply with its obligations under the Data Protection Act 1998.

### 12 Third parties

12.1 Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the Services is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

### 13 Force Majeure

13.1 Except with respect to obligations to pay the Fees or other charges, "Force Majeure" means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures

to approve) of any government or government agency.

13.2 If a party is wholly or partially precluded from complying with its obligations under this Agreement by Force Majeure, then that party's obligation to perform in accordance with this Agreement will be suspended for the duration of the Force Majeure.

13.3 As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under this Agreement.

### 14 Notice

14.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to Space on Tap at Gateshead International Business Centre, Mulgrave Terrace, Gateshead, Tyne & Wear NE8 1AN and to the Registered User at the address supplied to Space on Tap on the Registration Form.

14.2 Any notice delivered personally shall be deemed to have been duly served at the time of delivery and any notice sent by pre-paid first-class post or recorded delivery or by commercial courier shall be deemed to have been served on the second working day following the date of posting.

### 15 Entire agreement

15.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

15.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

### 16 Governing law and jurisdiction

16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).