SERVICED BEDROOM ACCOMMODATION TERMS AND CONDITIONS

General

Please, read carefully the following terms and conditions that will apply to the use of any serviced bedroom accommodation which we agree to provide to you. These Booking conditions set out the basis upon which the accommodation reservations are accepted for clients ("You", "Your Party") by Office Space in Town Monument (OSiT) ("Us", "We", "Our")

You should understand that by ordering facilities and services from Office Space in Town Monument (OSiT), you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future use.

Definitions

In these terms and conditions, the following terms shall have the meanings set forth below:

"Contract" means the booking form or email enquiry, which is completed in order to request a Booking. These terms and conditions together with the Confirmation Booking email constitute the contract and can only be varied by our written agreement. Unless otherwise agreed with us in writing, each Booking will constitute a separate contract between you and us.

"Accommodation" or "Serviced Bedroom" or "Room" means the room or rooms which you book. "You" means the person, organization, company or other body responsible for making the booking.

Acceptance of Terms and Conditions / Contract of Hire

You will be deemed to have confirmed your booking and accepted these terms and conditions upon making the reservation. We will send you your Booking Confirmation email which will have a full copy of these terms and conditions attached.

Company Sponsor

Any person booking the room does so under the sponsorship of his or her company who must currently be renting office space with us and have a valid Licence Agreement with Us.

Confirmation Booking emails will be sent to the person booking the room and to the person company that sponsors them. Terms and Conditions apply to both Parties. All personally booked accommodation must be pre-paid prior to check in. All bookings made on Company Account will be charged at month end on the services invoice. Payment of these charges will be subject to the Company's Licence Agreement with Us.

Confirmation of Booking

Confirmation of a Booking will be sent by email to when a reservation is made. All booking details are deemed to have been accepted by You and Your Party at this time. If you wish to alter or cancel the booking arrangements this must be done by email within our terms and conditions. We reserve the right at our sole discretion to refuse to accept any request for a Booking or to cancel a Booking due to circumstances beyond our reasonable control. In such circumstances we will advise you by email as soon as reasonably possible and refund any sum paid by you in full or apply a credit to your account if not invoiced. We reserve the right to change your assigned Room for one of equal suitability prior to the day of check-in. We will endeavour to advise you in advance of any such change.

Prices

The price charged depends on the Room you are staying in.

Payment Procedure

If you are making the Booking as a company which is currently licenced at an OSiT Location, you will be invoiced for your Room Booking with your Monthly Adhoc Charges. Payment for these are due on 14th of each month.

If you are making a Booking as an individual, you will be sent an invoice at booking and this must be paid not later than the day of Check-In. Occupation will not be permitted until payment has been made. If making payment via electronic bank transfer, funds must have cleared prior to the date of check-in. Access to the Room will not be permitted if we do not have cleared funds.

Methods of Payment

Payments must be made to Us in UK Pounds Sterling ad must be clear of all bank charges, exchange rate variations and any other deductions.

Payment can be made by debit, credit card (**excluding American Express)** or bank transfer. Please do include the Invoice Number as reference on all bank transfers.

We **do not** accept payment via American Express, Cash or Cheques.

Use of Bedroom Accommodation

It is forbidden to use our serviced bedrooms for parties, gatherings where occupants of neighbouring serviced bedrooms might be disturbed. If on arrival it is felt that you are intending to use the bedrooms for such an event you may be refused entrance and your accommodation will be cancelled. If it is discovered that you are holding such an event after arrival you will be required to leave immediately. In these circumstances, we are not obliged to provide you or locate you to alternative accommodation. The proportion of refund is at our sole discretion.

Facilities and Services

All bedrooms are fully furnished to a high standard.

A wireless internet connection is provided. There is no charge for normal use, as described in our Good Use Policy in the Welcome Guide of this facility. If a loss of connection occurs we will endeavour to get reconnected as soon as possible but we cannot be held liable for any losses resulting from the loss of connection.

Unless otherwise specified, the prices quoted for all Serviced Bedrooms include utilities and taxes. The only exclusion is charges for consumption of Mini Bar items and a full price list is displayed in each Room. Unless otherwise specified, the price includes daily housekeeping (excluding Saturdays and Sundays) which are carried out between 10:00 – 15:00 Monday to Friday. For stays longer than one night, to comply with our ESG Policy, Linens and Towels will not be replaced unless specifically requested.

An additional charges are at the Management's discretion.

Internet Good Use Policy

The shared internet provided on the Guest Wifi is for Web Browsing and email usage, but may not be sufficient if there is a significant amount of activities such as video streaming. Please note **any illegal internet activity will be reported to the relevant authorities and your details will be provided to them.** The list of activities is not exhaustive:

- Sending or posting discriminatory, harassing or threatening messages or images on the Internet or via Your Companies email service
- Using computers to perpetuate any form of fraud and / or software, film or music piracy.
- Stealing, using, or disclosing someone else's password without authorisation
- Downloading, copying or pirating software or electronic files that are copyrighted or without authorisation
- Sharing confidential information, material, trade secrets or proprietary information outside of the organisation
- Hacking unauthorised websites
- Sending or posting information that is defamatory to the company, it's products / services, colleagues
- Passing off personal views or representing those of the organisation

Cancellation by You

In the event that you wish to cancel or postpone a booking you must confirm as soon as possible by email to <u>thecabins@officespaceintown.com</u>. You are responsible for ensuring the notification has been received. Cancellations and postponements shall be effective on receipt of your confirmatory email.

The following cancellation charges shall apply: If the room is resold no charge will be made for the cancellation 0-2 working days 100% 3+ working days 0%

In addition to the above cancellation charges you will be liable for any expenditure which we have incurred with third parties and cannot recover, for example in respect of additional beverages for your bedroom.

We strongly recommend that all clients obtain appropriate travel insurance cover to cover these charges in the event of a cancellation.

Rights and Responsibilities of the Parties

You acknowledge and agree that: You are legally capable of entering a booking with us.

Alteration by You

If you wish to alter your booking (e.g. change the dates of your stay or the accommodation requested), we will use all our reasonable efforts to comply with your request, however we cannot guarantee that we will be able to do so and we accept no liability for any loss, damage or additional expense that may be incurred in that circumstance. Delayed arrivals and early departures will be treated as cancellation, even if additional nights are added to the end or beginning of the stay, and so we will be subject to the cancellation charge if the change is made 2 days or less prior to the first date changed.

Security

You must ensure that the name (s) of all people staying in the room are confirmed to us before 4pm on the day of check-in and any subsequent changes are confirmed to us as soon as possible before 4pm daily. These names will be given to our security team on a daily basis. If a name has not been provided to us and is not on our security list, our security team will not be able to assist with any entry issues that may arise – complete access may be denied.

Cancellation by Us

In exceptional circumstances we may find it necessary to cancel your booking and if so, we shall make all reasonable efforts to offer a suitable alternative. If this is not acceptable, and assuming the cancellation is not as a result of events beyond our reasonable control, we shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man made disaster, fire, flood and adverse weather conditions, we will refund any sum you have paid to us which we shall constitute full and final settlement of any liability we ay have to you as a result of such cancellation. This does not affect your statutory rights. More specifically, nothing in these conditions shall restrict our liability for death or personal injury caused by our negligence, or for fraudulent misrepresentation.

Number of Occupants

You are responsible for ensuring that the bedroom is not occupied by more than two people. We reserve the right to refuse admittance to the bedroom if we feel this condition is likely to be breached. In this case no paid funds will be returned. The bedroom cannot be re-let / sublet to any other group / party without the written permission and approval of us.

Check-in and Check-out

The rules for check-in and check-out are set by Us. All bedrooms are usually available for occupation by 2pm on the day of arrival. Keys must be collected by you between 11:00 and 16:00 Monday to Friday. All bedrooms must be vacated by 10:00am on the day of departure and keys must be left with a receptionist (after 08:30am) or deposited in the key collection box by the main entrance door to the Cabins. If there is a

delay in vacating the bedroom beyond the agreed time, a full day's rental is charged. If the keys are not returned, a charge of £100 will be made to You or your Sponsor's account.

Damage to Serviced Bedroom

You are responsible for taking all reasonable care of the property and its contents. The property and all furniture must be left in a tidy state at the end of your stay.

Except in the case of normal wear and tear the hirer will be responsible for making good any damage to the serviced bedroom or it's contents, which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the bedroom or their guest. Such damage must be reported, without delay, to a member of OSiT Staff. The cost of the repair or replacement must be agreed with, and paid to Us. You are responsible for ensuring that no person staying or visiting the bedroom during your stay will suffer anything to be done that would endanger the policy of our insurers in respect of the bedroom and its contents which might make the same void or voidable.

Comply with Rules in Our Welcome Pack

You and your guest must comply with any House Rules which OSiT impose generally on users of the bedrooms whether for reasons of health and safety, fire precautions or otherwise. Such rules are developed and / or imposed for the safety of OSiT Clients and to protect their use of the Centre as a place of work.

Termination by Us

We have the right to terminate any booking at any time on the grounds of abuse to staff or other guests, mistreatment of the serviced bedroom (s) or criminal activity on the part of those occupying the serviced bedroom or their guest.

Injury or Loss

We cannot be held responsible for any personal injury, loss or damage to personal effects howsoever arising from the accommodation. Neither We, nor our representatives can be held responsible for any circumstance beyond our control including, but not limited to, mechanical breakdown, illness or failure of any public service supply.

Rights of Access

Our representatives and subcontractors have the right of access to the property at any time, with due regard to the convenience of You, for the purpose of inspection of the property to carry out any essential repair or maintenance work.

Pets

Regrettably no pets of any kind are permitted under any circumstances.

Information

All information supplied by Us, is given in good faith and is based on information available at the time. All reasonable measures have been taken to ensure the accuracy of any statement made either in writing or otherwise, but WE are not liable for any variation however caused.

Complaints

Any complaints about the accommodation, it's contents, or Our Staff must be made in writing by email to <u>feedback@officespaceintown.com</u> or in writing to Georgia Sandom, Office Space in Town, 20 St Dunstan's Hill, London EC3R 8HL. We will take all reasonable steps to settle the problem.

Litigation

In the event of any litigation arising from the booking of accommodation with Us, the Courts in England shall have sole jurisdiction on such arising matters and English Law prevalent at the time shall be applied at the time.

Force Majeure

We will not be liable for any delay, loss, damage or expenses incurred if your booking needs to be altered or cancelled or We are unable to perform our contractual obligations as a result of the events beyond our reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man made disaster, flood, fire and adverse weather conditions.

Insurance

The serviced bedroom hire cost does not include any personal insurance cover of any kind. It is recommended that insurance be taken out against cancellation. It is further strongly advised that personal accident and medical insurance is also taken out.

<u>Smoking</u>

We operate a NO SMOKING POLICY. Smoking or vaping is not permitted in the bedroom or in the internal communal areas of the building. As per English Law at the time.

Security of Tenure

As the bedrooms are used as a serviced holiday accommodation they are exempt from security of tenure under the Rent Act.

<u>Interest</u>

Interest on overdue invoices shall accrue from the date of when payment becomes due, from day to day, until the date of payment, at a rate of 4% above Barclays Bank PLC's base rate in force at the time and shall accrue at such a rate after, as well as before any judgement.

Privacy and Data Protection

We take your privacy and confidentiality seriously. We collect (a) information necessary for us to proceed; and (b) information derived from "cookies". We use cookies to monitor site usage and related information. We will try to keep your data up-to-date and accurate but we provide no warranty or guarantee and bear no liability to You in the event that any data transmission over the internet is not completely accurate or secure. We use your information to help us improve our website and our service, to personalise the types of information you receive from us, we well as for internal statistical, marketing and administrative purposes. We do not share this information with outside parties except to the extent necessary to process your booking, by using this website, and supplying us with your information, you consent to use by Us of your information as described above.

<u>Booking</u>

By providing us with your details, you are giving permission for us to contact you via email and telephone.

<u>General</u>

Use of any personal data to us shall be governed by our Privacy Policy.

The Contract is personal to you and is not assignable by you.

The Contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no party who is not a party to the Contract may enforce any of its terms.

The Contract contains the entire understanding between you and us and supersedes all previous agreements. Each of us confirms that it has not been induced to enter into the Contract in reliance on any representation or warranty except those contained or referred to in the Contract providing that nothing in the Contract shall be deemed to exclude either party's liability for fraudulent misrepresentation. OSiT reserves the right to amend these terms and conditions at any time.

The Contract shall be governed by English Law and you submit to the exclusive jurisdiction of the English Courts.