

Meeting room terms and conditions

In these terms and conditions, the “Venue” means the Argyll building to which the booking applies, and the “Company” means the person, organisation, or company responsible for booking the event.

For Office, Virtual and Coworking Clients:

1. Payment is due at the end of the month. All charges will be invoiced and can be viewed in your Argyll account.

Cancellations:

- Up to 24 hours (working days only) ahead of the booking time – no cancellation charge.
- Within 24 hours of the booking time – 100% cancellation charge.

For One-Off Bookings:

2. Payment for the meeting is due once the Company receives the booking confirmation form by email.
3. Payment must be made in full to secure the booking. If any additional charges are incurred during your meeting, we’ll contact you with a final invoice.

Cancellations:

- 3 working days prior to booking date - 100% cancellation charge.
- 4 to 6 working days prior to booking date - 75% cancellation charge.
- 7 to 10 working days prior to booking date - 50% cancellation charge.
- 7 to 10 working days prior to booking date, bookings in rooms with a capacity of 16 delegates and above - 100% cancellation charge.

For Roadshow Clients:

4. All charges will be invoiced after your booking. Payment is due within 30 days via BACS or credit card.

Cancellations:

- Without catering - 1 working day ahead of the booking time – no cancellation charge.
- With catering - 2 working days ahead of the booking time – no cancellation charge.
- Within 24 hours of the booking time – 100% cancellation charge.

The following terms and conditions relate to all bookings:

5. The Venue cannot be held responsible for any disruption to meetings caused by fire alarms, evacuation, or events beyond their control.
6. Smoking is not permitted in any part of the building.
7. The Company will be responsible for and will indemnify the Venue against all costs, loss, damage (including damage incurred through the use of adhesive on walls), or injury sustained due to the act, neglect or default of the Company or of any person for whom the Company is responsible.
8. The Venue regrets that they cannot be held liable for any loss, damage or theft of any personal equipment or belongings.
9. The Venue will allow customers to bring their own food or beverages into the meeting rooms and will charge £5 + vat per person as corkage fee for this service.
10. The Venue is open from 8.00am to 6.00pm Monday to Thursday and from 8.00am to 5.00pm on Fridays. Access to the Venue outside of these hours must be prearranged and will incur an additional charge.
11. Should the Company require catering for a meeting starting at 8.00am, an additional charge will be incurred for out of hours staffing.
12. Where possible, the customer will be allowed access to their allocated meeting room 15 minutes prior to the booked time, subject to availability. Should the Company require earlier access, it must be pre-arranged and will be subject to an additional charge.
13. The Venue reserves the right to charge for any extra time incurred in the meeting room outside of the booked hours.
14. The Venue requires the Company and all visitors to the building to adhere to [Argyll’s Code of Conduct](#).
15. The Venue does not allow filming or photography in communal areas, meeting rooms, or offices without prior consent from the Company. The Company reserves the right to request for any content created on Company premises without consent to be deleted or removed from third party platforms.
16. The Client is presumed to have agreed and accepted these Terms and Conditions upon confirmation of the booking.

Virtual and Coworking terms and conditions

1. Interpretation

- 1.1 The following definitions will apply to this Agreement:

“**Additional Services**” means any services (other than the Inclusive Services and Ancillary Services) which are at any time made available to the Licensee by the Operator and details of which are available upon request.

“**Agreement**” means these terms and conditions and the Confirmation Email.

“**Ancillary Services**” means the services which the Licensee may purchase alongside the Coworking Services and/or the Virtual Office Services and if so purchased, shall be set out in the Confirmation Email.

“**Business Day**” means any day (other than a Saturday or Sunday) on which banks are open in the City of London for normal banking business.

“**Confirmation Email**” means the email that the Operator shall send to the Licensee setting out the Services that the Licensee has purchased and the specific terms relating to such Services which are subject to these terms and conditions, which may include the Coworking Services, Virtual Office Services and/or any Ancillary Services.

“**Coworking Services**” means unlimited access for one named Licensee to the Coworking and Lounge areas within the Operator’s buildings as detailed [here](#).

“**Force Majeure Event**” means the occurrence of circumstances beyond a party’s reasonable control, including, but not limited to, acts of God, fire, lightning, flood, severe weather, terrorism, explosion, civil unrest, war, disorder, epidemic, pandemic, industrial disputes (whether or not involving our employees) network failures, any computer virus, hacking or malfunction, change of law, acts of local or central government or other authorities, breakdown of any equipment, or default of any suppliers, subcontractors, utility service or transport network.

“**Full Compliance Checks**” means completing due diligence as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, including, but not limited to:

- a) assessing, and where appropriate obtaining information on, the purpose and intended nature of the business relationship;
- b) determining and verifying the law to which a corporate customer is subject, and its constitution (whether set out in its articles of association or other governing documents);
- c) determining and verifying the full names of the board of directors (or if there is no board, the members of the equivalent management body) and the senior persons responsible for the operations of a corporate customer; and
- d) taking reasonable measures to understand the ownership and control structure of a corporate customer.

“**Inclusive Services**” means business rates, water rates, reception services, comfort cooling, heating, lighting, electricity, cleaning, repair and maintenance of the Building, insurance of the Building & the Operator’s contents. Further details of the Inclusive Services are available on request from the Operator.

“**Monthly Licence Fee**” means the monthly fees chargeable by the Operator to the Licensee in relation to use of the Services by the Licensee.

“**Services**” means the services that the Licensee has purchased from the Operator as set out in the Confirmation Email.

“**Verification Checks**” means obtaining reliable and independent evidence of the following for the Licensee, its beneficial owner and any person purporting to act on behalf of the Licensee:

- a) the name of the Licensee;
- b) the passport/company number or other registration number; and
- c) the home address/address of the registered office, and if different, principal place of business.

“**Virtual Office Services**” means use of the Building office address by the Licensee for its business purposes including not limited to display on its website, use to receive post, and use for official purposes including its company registration.

“**Commencement Date**”, “**Building**”, “**Initial Licence End Date**”, “**Initial Licence Period**”, “**Licensee**” and “**Operator**” will all have the meanings set out in the Confirmation Email.

- 1.2 All references to include, including, in particular, or any similar expression will be construed as illustrative only.

- 1.3 All references to a statutory provision include references to any statutory modification, consolidation or re-enactment of it at any time.

2. Term

- 2.1 This Agreement will start on the Commencement Date and, unless terminated earlier, will continue in accordance with the terms of this Agreement and:

- 2.2 if either party wishes to terminate the Agreement, it must serve no less than 90 days’ notice. If such notice is served, this Agreement will terminate on the expiry of such notice period.

- 2.3 If such notice is served, this Agreement will terminate on the Initial Licence End Date (Initial Term); or
- 2.4 if the agreement has not been terminated (in accordance with clauses 2.21 or 7 or otherwise in accordance with its terms), this Agreement will automatically renew for a further 12-month period (Extended Term) following the Initial Term and at the end of each Extended Term until otherwise terminated in accordance with clauses 2.2 or 7 or otherwise in accordance with its terms. Subject to Clause 2.2 the Extended Term shall be on the same terms, save that Clause 3.6.1 will no longer apply (the Initial Term and the Extended Term(s), together the "Term").
- 2.5 In respect of each Extended Term (if any), the Monthly Licence Fee will be set at that payable (i) the last month of the Initial Term; or (ii) if applicable, the last month of the most recent Extended Term, plus in each instance a 5% annual increase of the relevant amount (the "New Monthly Licence Fee").
- 3. Provision of Services**
- Coworking Services
- 3.1 Subject to the Licensee paying the Monthly Licence Fee when due and complying with its obligations under this Agreement, the Operator:
- 3.2 shall provide, and the Licensee shall be entitled to use, the Coworking Services and any Ancillary Services purchased from the Commencement Date until expiry of the Term (if applicable); and
- 3.3 agrees to use all reasonable endeavours to provide the Inclusive Services and Additional Services and will permit the Licensee to use the same for the duration of the Term.
- Virtual Office Services
- 3.4 The service is inclusive of mail handling and forwarding once a week to any UK or international address, subject to fair usage. The Company will levy a charge where postage costs for packages are deemed, in the Company's reasonable opinion, to be excessive.
- 3.5 Where the Licensee purchases Virtual Office Services or Mail Handling and Forwarding Service, a compliance fee of £100 plus VAT (the "Compliance Fee") is payable by the Licensee in respect of each Agreement. This fee covers the administrative cost of the Licensee's onboarding process and for the Operator to carry out the Verification Checks and the Full Compliance Checks. For any additional users receiving Virtual Office Services or Mail Handling and Forwarding Services, the Operator will charge a fee of £25 plus VAT for the Operator to complete the Verification Checks and the Full Compliance Checks on each individual.
- 3.6 Subject to the Licensee paying the Monthly Licence Fee and the Compliance Fee when due and complying with its obligations under this Agreement, the following shall apply:
- 3.6.1 The Licensee shall be entitled to attend a welcome and onboarding day where the Licensee will be able to use the Coworking Services free of charge;
- 3.6.2 The Operator shall carry out and complete the Verification Checks on the Licensee within the first 14 days of the Commencement Date. The Licensee shall not be entitled to use the Virtual Office Services or Mail Handling and Forwarding Services until the Operator has confirmed that the Verification Checks have been completed; and
- 3.6.3 The Operator shall carry out the Full Compliance Checks on the Licensee within 30 days of the Commencement Date.
- The Licensee acknowledges and agrees that should it not pass the Operator's Verification Checks and/or Full Compliance Checks for any reason, the Operator is entitled to terminate the Agreement immediately on written notice to the Licensee without liability, and for the avoidance of doubt, the Compliance Fee and Monthly Licence Fee paid by the Licensee shall be non-refundable. The Operator is under no obligation to provide the Virtual Office Services until the Operator has confirmed the Licensee has passed the Verification Checks. Confirmation of whether the Licensee has passed the Verification Checks and/or Full Compliance Checks is to be provided at the sole discretion of the Operator.
- 3.7 The Operator will be entitled, with prior consultation, to relocate any of the Services that the Licensee has purchased to an alternative Building within the Operator's portfolio of London locations. The Licensee will be given a minimum of 10 Business Days' notice of the change provided that the Operator may provide short notice in emergency, unforeseen circumstances or a Force Majeure Event.
- Telephone Answering Services
- 3.8 The service is inclusive of one assigned telephone number, a personalised telephone answering service of a reasonable number of calls per day and call forwarding, for which telephone call charges will be applicable. The Company reserves the right to levy a charge where incoming calls are more than 75 calls per month.
- 4. Payments**
- 4.1 In consideration for the provision of the Services, the Licensee will pay to the Operator:
- 4.1.1 the Compliance Fee in advance of the Commencement Date (if applicable);
- 4.1.2 the Monthly Licence Fee (plus VAT) and any sums due to the Operator in respect of the Services and any Additional Services (plus VAT), payable by advance monthly direct debit on the first Business Day of each calendar month during the Term; and
- 4.1.3 within 10 Business Days' of written demand from the Operator, any sums due to the Operator in respect of any Additional Services (plus VAT) or any other services which were not captured under clause 4.1.2 above.
- 4.2 The Licensee will be charged a late payment fee of 3% of the invoiced amount on any overdue sums or on cancellation of any direct debit.
- 4.3 The Licensee will pay all reasonable costs and expenses which may be incurred by the Operator in connection with the recovery of arrears of any monies payable under this Agreement. The Licensee shall pay to the Operator interest at the statutory rate of interest on all sums which are payable, but which remain unpaid for 7 days or more from the due date for payment, and such interest shall be calculated from the due date for payment.
- 4.4 All sums payable under this Agreement will be paid to the Operator in pounds sterling, in cleared funds without any deduction for set off, counterclaim or tax.
- 5. Licensee's Covenants**
- 5.1 The Licensee covenants with the Operator that it will comply with the Operator's House Rule and Code of Conduct at all times throughout the Term as updated from time to time: for a current copy, please see [Argyll's Code of Conduct](#).
- 6. Suspension**
- 6.1 If the Licensee fails to comply with any of its material and/or financial obligations under this Agreement, without limiting any of the Operator's remedies under this Agreement, the Operator will be entitled, immediately upon written notice to the Licensee (a "Suspension Notice"), to suspend this Agreement for a period of up to 60 days from the date of the Suspension Notice ("Suspension"). If a Suspension Notice is provided by the Operator to the Licensee:
- 6.1.1 subject to clause 6.1.2 below and unless otherwise determined by the Operator (at its absolute discretion), the terms of this Agreement will be deemed suspended and the Licensee's services will be on hold until the suspension is lifted;
- 6.1.2 the payment obligations will continue, and the Licensee will be required to pay any and all amounts which become due during the period of any Suspension; and
- 6.1.3 the parties will, during the period of Suspension, discuss in good faith to resolve the matter with a view to lifting the Suspension.
- 6.2 During the period of Suspension, the Operator will be entitled, immediately on written notice to the Licensee, to (at the Operator's discretion):
- 6.2.1 withdraw the Suspension Notice, in which case this Agreement will continue from the date of the notice of withdrawal;
- 6.2.2 extend the period of Suspension for a further period; or
- 6.2.3 terminate this Agreement in accordance with clause 7.
- 7. Termination and Post-termination**
- 7.1 Without limiting any other rights or remedies of the Operator under this Agreement, the Operator may terminate this Agreement at any time, immediately on written notice to the Licensee if the Licensee:
- 7.1.1 is in material breach of any provision of this Agreement and the breach, if capable of remedy, has not been remedied within ten (10) Business Days after being notified by the Operator to remedy the breach;
- 7.1.2 persistently breaches any term of this Agreement;
- 7.1.3 fails the Verification checks and/or the Full Compliance Checks, or any other checks that the Operator is obliged to carry out on the Licensee throughout the Term;
- 7.1.4 being a corporate body, enters into liquidation or any composition with its creditors, or has a resolution passed to wind up (except for amalgamation or reconstruction) or has a receiver or administrator appointed over all or any part of its assets or ceases permanently to trade or threatens to do so;
- 7.1.5 being an individual, is the subject of a bankruptcy petition or order, or it makes an application for a bankruptcy order in relation to itself;
- 7.1.6 fails to pay any monies due under this Agreement within ten (10) Business Days of the relevant due date;
- 7.1.7 its directors, employees or any associate, is involved in any activity or acts in a manner which, in the reasonable opinion of the Operator, is immoral or could bring the reputation of the Operator into disrepute; or
- 7.1.8 fails to comply with clause 5.1, or breaches any compulsory legal requirements or any policies in place at the Building in accordance with clause 5.1.
- 7.2 Immediately upon the termination of this Agreement (for whatever reason) the Licensee will:
- 7.2.1 cease to make use of or benefit from the Services; and
- 7.2.2 if applicable, cease to use the Building as the Licensee's registered address for Companies House or any other purposes. The Operator reserves the right to update Companies House should the address not have been updated after 1 month of termination of this Agreement.
- 7.3 The following clauses will survive expiry or termination of this Agreement: clauses 1, 5, 7.2, 8 and 10.
- 8. Liability and indemnity**
- 8.1 To the extent permitted by law, the Operator, its directors, employees and agents will not be liable to the Licensee, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 8.1.1 loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill;
 - 8.1.2 any indirect, special or consequential loss;
 - 8.1.3 loss of use or corruption of software, data or information or any loss arising in respect of any failure of data security or computer systems;
 - 8.1.4 damage, loss or theft of personal or business belongings; and
 - 8.1.5 loss arising in respect of any failure of any third-party supplier (including utility, telecommunications, media suppliers) to the Operator or its Buildings.
- 8.2 To the extent permitted by law, the Operator's total liability to the Licensee under this Agreement will be limited to the Monthly Licence Fee payable by the Licensee in the month of the relevant claim arising.
- 8.3 The Licensee will indemnify and keep indemnified the Operator, its directors, employees and agents from and against all expenses, losses and claims arising from (i) any breach of the Licensee's obligations contained in this Agreement, and (ii) the use of the Operator's Buildings and the Services by the Licensee.

9. Force Majeure

- 9.1 The Operator shall not be liable for any breach of this Agreement, any failure in performing its obligations under this Agreement or any losses resulting therefrom caused by a Force Majeure Event.
- 9.2 The Operator is entitled in its sole discretion to reasonably interrupt or withdraw or cease to provide any of the Additional Services at any time in order to respond to, carry out maintenance, repairs and/or support services in response to any Force Majeure Event.

10. General

- 10.1 Each party will treat as strictly confidential all information (of a confidential nature) received or obtained as a result of entering into or performing this Agreement which relates to the other party or the provisions of this Agreement and its subject matter.
- 10.2 Information regarding the Operator's processing of personal data can be found at workargyll.com/legal or upon request.
- 10.3 If the Licensee comprises more than one person or entity, those persons or entities (as applicable) will be jointly and severally liable for the obligations and liabilities of the Licensee arising under this Agreement.
- 10.4 This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.
- 10.5 If any provision of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect.
- 10.6 Any notice given under this Agreement must be in writing (which includes email) and delivered personally, sent by first class post, or email to the relevant party's address specified in this Agreement or, if applicable, to such other address as either party may have last notified to the other.
- 10.7 A person who is not party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999.
- 10.8 A failure or delay in the exercise of a right or remedy provided by this Agreement or by law does not constitute a waiver of any rights or remedies.
- 10.9 The Operator hereby reserves the right to amend the terms and conditions of this Agreement, in whole or in part, with 1 month's notice to the Licensee in writing from time to time. The continuing use of the Services after such 1 month's notice by the Licensee will be taken as confirmation that the Licensee has read and accepted the amended terms and conditions of the Agreement.
- 10.10 Relationship of the Parties. Each party agrees that the Licensee's access to the Building to use the Coworking Services is a licence and no relationship of landlord and tenant has been created by virtue of the Agreement. The parties agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant the Licensee any title, easement, lien, possession of any part of the Building or related rights in the Operator's business, or anything contained in or on the Building. This Agreement creates no tenancy interest, beneficial interest, leasehold estate, or other real property interest. The parties are each independent entities in the performance of this Agreement, and this Agreement shall not be deemed to create any security of tenure, a fiduciary or agency relationship, or partnership or joint venture, for any purpose.
- 10.11 This Agreement will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.