



Somerset House Exchange - **Joining Form**

An innovative community of entrepreneurs
& knowledge based creative businesses

Somerset House is home to over 30 organisations, where private and public sector enterprises enjoy the advantages of fully serviced flexible office solutions in a unique community environment that supports growth.

In order to be able to open up this experience to a wider group of business users, Somerset House Exchange is able to offer access to desk spaces at competitive rates and with ultra flexible terms.

Membership Options

20 hours per month	35.00
35 hours per month	65.00
50 hours per month	90.00
65 hours per month	115.00
100 hours per month	175.00
Unlimited access per month	300.00

**Please note that all prices quoted are excluding VAT*

Members services comprise:

- Touchdown desk space
- Wi-fi internet access
- Access to resident's lounge
- Somerset House postal address
- Resident rates for meeting room hire
- 20% discount on all food & drink at SH

A range of additional business services are also available, including IT support, high speed Internet, photocopying and printing (some of which are subject to additional cost).

Somerset House's operating hours are 08.00 – 23.00 Monday – Friday and 1000 – 1800 Saturday – Sunday.

This is an inclusive package with no other charges – we will take care of building insurance, all electricity, gas and water charges and security.

Membership is billed monthly in advance. Your first month is payable by bank transfer or credit/debit card upon issue of an invoice, and we will provide you with a form to set up a direct debit mandate for subsequent months. There is one month's notice to cancel your membership.

Contact in case of emergency	
Name	
Telephone	
Please let us know if you have any particular access or health requirements	

Please sign below and return this form to submit your application to become a Member of Somerset House Exchange

Print Name	
Signature	
Date	

NOTES

Please email or bring in a passport sized photograph of yourself for your Somerset House security pass. This pass will allow you to enter the membership spaces.

Please note that should you need a replacement through loss or damage, a charge of £25 will be payable.

FOR OFFICE USE ONLY

MEMBERSHIP CONFIRMATION

By signing and returning a copy of this Joining Form to you, Somerset House Enterprises Limited confirms acceptance of your application for membership to the Somerset House Exchange on the basis of (and in reliance on) the details you have recorded in the Joining Form and on the terms and subject to the conditions set out in the terms and conditions attached to the Joining Form.

Membership No.	
Tariff (confirmation)	
Start Date	.
FOR AND ON BEHALF OF SOMERSET HOUSE ENTERPRISES LIMITED	
Signature	
Print Name	.
Date	

SHX MEMBERSHIP AGREEMENT - TERMS AND CONDITIONS

1. Definitions

- 1.1 "Additional Services" means additional business services which are available to Members on request, but subject to additional cost, including IT support, photocopying and printing;
- 1.2 "Agreement" means the SHX Membership Agreement which constitutes these Terms and Conditions together with the terms and details set out in the Joining Form;
- 1.3 "the Exchange" means the areas within the Premises designated for use by Members which shall be notified to the Member from time to time by SHT;
- 1.4 "House Rules" means the rules governing use of the Exchange by all Members, a copy of which is set out in the annex to these Terms and Conditions, and which may be updated from time to time and on notice;
- 1.5 "Joining Form" means the form to which these Terms and Conditions are attached and which shall constitute the Member's application to join the Exchange;
- 1.6 "Member" means the person whose details are recorded in the Joining Form and who wishes to join the Exchange and take advantage of the Member Services available at the Premises;
- 1.7 "Membership Fee" the monthly fee to be paid by the Member in advance, the relevant amount of which is as stated in the Membership Confirmation;
- 1.8 "Member Services" the facilities and services to be provided to the Member at the Exchange in consideration of the Membership Fee as referred to in the Joining Form and including touchdown desk space, internet access, access to the members' lounge and discounts on the Additional Services;
- 1.9 "Membership Confirmation" means the copy of the Joining Form constituting the application to become a Member of the Exchange, signed on behalf of SHEL to confirm SHEL's acceptance of the Member as a member of the SHT Exchange community;
- 1.10 "Premises" means the building and facilities of Somerset House, South Building, Strand, London, WC2R 1LA which is owned by the SHT;
- 1.11 "SHEL" means Somerset House Enterprises Limited, a company (registered number 3920330) whose registered office is at Somerset House, Strand, London, WC2R 1LA and is a wholly-owned subsidiary of SHT;
- 1.12 "SHT" means Somerset House Trust, a company (registered number 3388137) whose registered office is at Somerset House, Strand, London, WC2R 1LA; and
- 1.13 "Tariff" means the number of days/hours purchased by the Member for use of the Member Services as recorded in the Membership Confirmation.

2. General

- 2.1 These Terms and Conditions shall apply to the supply of the Member Services by SHEL to the Member.
- 2.2 The Joining Form shall constitute the Member's application to become a Member which shall not be deemed accepted until the Membership Confirmation has been signed and issued by SHEL pursuant to clause 2.3. Until the Membership Confirmation has been issued SHEL shall not be bound to accept the Member's application.
- 2.3 Before the commencement of the Member Services and the Member using the Exchange SHEL shall submit to the Member the Membership Confirmation which shall confirm the Member Services to be provided and the Membership Fee and any additional costs payable. The Member shall notify SHEL immediately if the Member does not agree with the contents of the Membership Confirmation, failing which it shall be deemed accepted. The Membership Confirmation shall be subject to and incorporated into these Terms and Conditions.
- 2.4 It is a condition of this Agreement that the first installment of the Membership Fee is paid and received in full and clear funds by SHEL before the Member shall be entitled to receive any of the Member Services.
- 2.5 Subject to clause 2.4, commencement of the Member Services shall take place on the start date specified in the Membership Confirmation and will continue indefinitely until notice is given in writing by either party 20 working days before the next invoicing date (4 weeks' notice). Where notice of less than 4 weeks is given, SHEL reserves the right to raise an invoice and seek payment for the next month's Membership Fee in full in accordance with clauses 3 and 5.
- 2.6 SHEL shall use all reasonable endeavours to provide the Member Services within estimated time frames.

3. Membership Fee, Costs and Payment Terms

- 3.1 The Membership Fee for the provision of the Member Services shall be set out in the Membership Confirmation.

3.2. The Membership Fee shall be payable monthly in advance. The first monthly payment shall be made by credit card and must be paid before the Member can utilise any of the Member Services. All subsequent payments shall be made by standing order.

3.3. Payments for any Additional Services, including meeting room bookings, catering and event space bookings, are to be made in full at the time of booking by debit or credit card unless separate invoicing terms have been agreed by SHEL in writing. Such Additional Services shall, where applicable, be supplied subject to separate terms and conditions to be advised by SHEL.

3.4. Where approved invoicing terms exist, SHEL shall invoice the Member for room bookings and event space bookings on the day the booking is confirmed.

3.5. Invoiced amounts for the Additional Services shall be due and payable within 15 days of the date of booking by credit card or by electronic transfer.

3.6. Should event and catering bookings be cancelled by the Member more than 15 days in advance of the event or meeting date, the Member will receive a refund of 50% of the fee paid. If a cancellation is made less than 15 days before the event or meeting date no refund shall be given.

3.7. SHEL shall be entitled to charge interest on any overdue sum or invoice due from the Member from the date when payment becomes due until the date of payment at 2% above the base rate of the Bank of England. In the event that the Member's procedures require that an invoice be submitted against a purchase order to facilitate payment, the Member shall be responsible for issuing such purchase order before the services are rendered.

4. The Exchange

4.1. SHT shall notify the Member from time to time of the areas within the Premises that are available for use by the Member and reserves the right to change these from time to time.

4.2. The Member acknowledges that the facilities available at the Exchange are available for use on a first come first serve basis. SHEL gives no warranty as to the availability of the facilities and the Member acknowledges that the Exchange is provided as is and shall be used by the Member at its own risk (subject to any negligence on the part of SHEL or its employees or agents).

4.3. The whole of the Premises remains in the possession and control of SHT.

4.4. Any use of the Premises must be solely by the Member for office purposes and solely in connection with the enjoyment of the Member Services.

4.5. The Agreement does not constitute a lease, tenancy or otherwise confer any real property interest in the Premises or any part of it.

4.6. The Member's use of any part of the Premises in connection with the Member Services provided under this Agreement is subject at all times to the House Rules and any reasonable instructions or directions issued by SHT, SHEL or any employee, agent or sub-contractor of either SHT or SHEL at any time.

4.7. The Member warrants that its business activities undertaken on the Premises are and will be lawful, under the jurisdiction of the law in the United Kingdom, and that the activities of any employees, subcontractors, or guests they bring onto the Premises are and will be lawful, under the jurisdiction of the law in the United Kingdom. Without prejudice to the foregoing or the Member's required compliance with the House Rules under this Agreement, the Member expressly agrees not to use the Member Services (or any of them, including in particular the WiFi internet access), or allow the Member Services (or any of them, including in particular the WiFi internet access) to be used:

4.7.1 in any way that is illegal;

4.7.2 in any way that infringes the rights of a third party (including rights of privacy, rights of confidentiality and intellectual property rights, such as copyright); or

4.7.3 to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene, that infringes a third party's rights or is illegal.

4.8. Due to the nature of the WiFi internet access the Member accepts that SHEL cannot guarantee that such access will be uninterrupted or error-free, or guarantee the security of the access against unlawful access or use.

4.9. The possession and use and supply of non prescription illegal drugs on the Premises will not be tolerated. Any Member or guest observed or found in possession of such drugs for whatsoever purpose will be asked to leave the Premises immediately and their Membership shall be revoked. In circumstances in which a person/s is observed to supply illegal drugs, SHT/SHEL staff shall immediately report the person/s to the police. The misuse of non prescribed drugs is a criminal offence and Members are required to report any such offence to a SHT/SHEL member of staff.

5. Member's Obligations

5.1. In order to enable SHEL to perform its obligations under this Agreement the Member shall:

5.1.1 co-operate with SHEL and uphold its values, supporting its vision and mission;

5.1.2 provide SHEL with any information reasonably required by SHEL;

5.1.3 obtain all necessary permissions and consents which may be required before the

commencement of the Member Services and/or to allow the Member to operate its business at the Exchange; and

5.1.4 comply with such other requirements as may be set out in the Membership Confirmation, the House Rules or that might otherwise be notified to the Member or agreed between the parties.

5.2 The Member shall be liable to compensate SHEL and/or SHT as a debt for any expenses incurred by SHEL and/or SHT as a result of the Member's failure to comply with clause 5.1.

5.3 Without prejudice to any other rights to which SHEL may be entitled, in the event that the Member seeks to terminate or cancel the Member Services without giving the required 20 working days' notice in writing the Member shall be required to pay immediately and on demand to SHEL, by way of damages and not as a penalty, the full amount of one month's Membership Fee together with any other costs outstanding, including for Additional Services. The Member agrees this is a genuine pre-estimate of SHEL's losses in such circumstances. For the avoidance of doubt, the Member's failure to comply with any obligations under clause 5.1 shall be deemed to be a cancellation of the Member Services and subject to the payment of the damages set out in this clause.

5.4 In the event that the Member or any third party, not being a sub-contractor of either SHT or SHEL, shall omit or commit anything which prevents or delays SHEL from undertaking or complying with any of its obligations under this Agreement, then SHEL shall notify the Member as soon as possible and:

5.4.1 neither SHT nor SHEL shall have any liability in respect of any delay to the completion of any project, including the Additional Services; and

5.4.2 SHEL shall notify the Member at the same time if it intends to make any claim for additional costs.

5.5 Unless the Member enjoys a multi-user membership (as detailed on the Joining Form), the Member shall not, without SHEL's prior written permission, switch, exchange, transfer or assign its membership of the Exchange or otherwise offer any third party (whether that third party is an employee, affiliate or partner of the Member) the right to utilise the Member Services, at any time or for any period.

6. Alterations to the Member Services

6.1 The parties may at any time mutually agree upon and execute a written variation to this Agreement to be signed by both parties. Any proposed alterations in the scope of the Member Services to be provided under this Agreement further to such variation shall be set out in writing by SHEL, which shall include/reflect the amended Member Services and Membership Fee and any other terms agreed between the parties. Without prejudice to the remainder of this clause 6 and subject only to any such agreed variation, the Member Services shall continue to be provided on the terms of this Agreement.

6.2 The Member may at any time request alterations to the Member Services by notice in writing to SHEL. On receipt of the request for alterations, but without obligation, SHEL shall endeavour, within 5 working days or such other period as may be agreed between the parties, to advise the Member by notice in writing of the effect of such alterations, if any, on the Membership Fee and any other terms already agreed between the parties.

6.3 Where SHEL gives written notice to the Member under clause 6.2 agreeing to perform any alterations on terms different to those already agreed between the parties, the Member shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise SHEL by notice in writing whether or not it wishes the alterations to become effective.

6.4 Where SHEL gives written notice to the Member agreeing to perform alterations on terms different to those already agreed between the parties, and the Member confirms in writing that it wishes the alterations to become effective on those terms, the Member Services shall be amended by means of a variation agreement prepared by SHEL to reflect such alterations, which shall be incorporated into the Agreement and thereafter SHEL shall perform this Agreement upon the basis of such amended terms.

7. Fair Usage

If a Member's use of the Exchange (excluding meeting or event space hire) exceeds the chosen Tariff for three consecutive weeks, a high usage charge of £50 will be levied and payable on demand as a debt. In the event of usage exceeding the chosen Tariff for three further consecutive weeks, the Member will automatically be upgraded to a Tariff which reflects their true usage patterns. If the Member refuses to comply with this clause SHEL shall be entitled to terminate this Agreement with immediate effect, without liability, and exclude the Member from accessing the Premises.

8. Warranty

8.1 SHEL warrants that the Member Services provided under this Agreement shall be provided using reasonable skill and care, and to a quality conforming to generally accepted industry standards

and practices.

8.2 Without prejudice to clause 8.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Member Services to be provided by SHEL.

9. Indemnification

The Member shall be liable for and indemnify SHT, SHEL and all of their officers, directors and employees, and keep SHT, SHEL and all of their officers, directors and employees fully indemnified, against all claims, damages, penalties, fines, costs and expenses (including reasonable legal costs) which SHT and/or SHEL may suffer or incur and which arise, directly or indirectly, from the Member's breach of any of its obligations under this Agreement (including a breach of any of the House Rules, whether by the Member or any of the Member's guests) or as a result of the Member's use of the Member Services (or any of them, including in particular (but not limited to) use of the WiFi internet access) or the Member's (or any of its guests') conduct at the Premises, including any damage to property or injury to persons.

10. Limitation of Liability

10.1 Subject to clause 10.3, the entire liability of SHEL to the Member in respect of any claim or series of connected claims whatsoever relating to or arising from a breach of this Agreement, whether or not caused by negligence, shall be limited to the Membership Fees paid by the Member to which the claim relates up to the date of the event that gives rise to the claim.

10.2 In no event shall SHEL be liable to the Member for any loss of business, loss of opportunity or loss of profits, whether caused directly or indirectly. Separately, SHEL shall not be liable for any indirect or consequential loss or damage whatsoever.

10.3 Nothing in these Terms and Conditions shall exclude or limit SHEL's liability for death or personal injury resulting from SHEL's negligence or that of its employees, agents or sub-contractors

11. Confidentiality and Data

11.1 Each party agrees and undertakes that during the term of this Agreement and thereafter it will keep confidential all, and will not use for its own purposes nor without the prior written consent of the other disclose to any third party any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates unless such information is public knowledge or already known to such party at the time of disclosure or subsequently becomes public knowledge other than as a result of a breach of this Agreement or subsequently comes lawfully into the possession of such party from a third party. Without prejudice to the foregoing, the Member shall ensure that any registration, logon or other details (eg, user names and passwords) that are provided to the Member for the purposes of making use of the Member Services (or any of them, including in particular (but not limited to) the WiFi internet access) are kept confidential and are not disclosed to, or allowed to be used by, any third party. The Member acknowledges and agrees that it shall be solely responsible and liable for all use of the Member Services that are accessed using or verified by such registration, logon or other details.

11.2 The Member agrees to respect the privacy of other Members and their guests in respect of information of a confidential nature which may become known to the Member through the use of the Exchange or use of the Member Services and, in the event of information becoming known to the Member, not to disclose to any third party any information of a confidential nature (including trade secrets and information of commercial value).

11.3 The provisions of this clause shall remain in full force and effect notwithstanding any termination of this Agreement.

11.4 By signing the Agreement the Member consents to SHEL using any personal and contact information provided by the Member for the following purposes:

11.4.1 to provide and improve the Member Services in response to the needs of the membership of the Exchange, which may involve contacting you by post, by telephone or by email;

11.4.2 to keep the Member up to date on the products, services and events that SHEL and/or SHT offers or runs;

11.4.3 to share such information with other members and tenants at the Premises for the purposes of facilitating exchange and communication between such third parties; and

11.4.4 for other reasonable purposes, always acting within the limits of the Data Protection Act, 1998.

12. Termination

12.1 SHEL may terminate this Agreement at any time by serving notice in writing to the Member terminating the Agreement with immediate effect and without liability in the event:

12.1.1 of behaviour that is deemed inappropriate or otherwise that is reasonably likely to bring SHT,

SHEL (or any of their officers, directors or employees) into disrepute or cause it or them adverse publicity; or

12.1.2 the Member is in material breach of any term of this Agreement, and in the case of a breach capable of remedy has failed to remedy such breach within 10 working days of being notified by SHEL.

12.2 The Member must provide four weeks' prior written notice before the 1st of the next billing month if they wish to terminate this Agreement.

13. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations, and in the case of SHEL in particular any failure to make the Exchange available, if the delay or failure or unavailability results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

14. Independent Contractors

SHEL and the Member are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. SHEL may, in addition to its own employees, engage sub-contractors to provide all or part of the Member Services being provided to the Member although such engagement shall not relieve SHEL of its obligations under this Agreement.

15. Assignment

The Member shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of SHEL. In the case of multi-user Member Services, the names listed in the Membership Confirmation (or annexed to it) will be solely entitled to the Member Services under the Agreement unless otherwise requested by the Member in writing and subsequently agreed by SHEL.

16. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17. Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

18. Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Joining Form or Membership Confirmation (as may be applicable) or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

19. Entire Agreement

This Agreement, together with the Joining Form, the Membership Confirmation and the House Rules, contains the entire terms and conditions between the parties relating to the subject matter and supersedes and nullifies any previous terms and conditions, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

20. No Third Parties

Save only SHT, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement..

21. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the United Kingdom and the parties hereby submit to the exclusive jurisdiction of the English courts.

Annex

SHX MEMBERSHIP AGREEMENT - The House Rules

- SHT/SHEL or any agent, employee or sub-contractor of it or them may enter any part of the Premises at any time
- Members must leave any part of the Premises which they use clean and tidy and in the same state and condition which it was in at the date of commencement of the Member Services
- Members must not cause any damage to any part of the Premises and Members will be liable for any damage caused by them which is above and beyond fair wear and tear
- Members must not install any cabling, IT or telecoms connections or any other equipment or make any other alterations to the Premises
- Members must not do anything or conduct any activity which may interfere with others' use of the Premises, or which may cause a nuisance or annoyance or any loss to others using the Premises, or which may increase either of SHT's or SHEL's insurance premiums relating to the Premises
- Any property kept by Members on the Premises is the Member's responsibility and the Member should obtain insurance for such property if required
- Any property belonging to a Member which is left on the Premises after the Agreement is terminated may be disposed of as SHEL chooses and SHEL will not be liable to return such property or repay the relevant Member(s) any proceeds of sale or be liable for any loss suffered by the Member
- After termination of the Agreement Members will be responsible for any costs or liability which SHT or SHEL may incur as a result of the Member not vacating the Premises on time or otherwise complying with SHT's or SHEL's reasonable instructions relating to the Member's departure
- Members acknowledge that the principal use of the Premises is for culture and the arts and Members must comply with any requirements of SHT and SHEL relating to events or activities occurring at the Premises including any associated retail and/or catering operations
- The Members shall not use the shared internet connection or any other IT equipment:
 - (a) for disseminating any unlawful or otherwise objectionable material, or in any way which is abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Exchange by any person;
 - (b) for gaining unauthorised access to SHT's or SHEL's computer systems and network or otherwise breaching applicable laws;
 - (c) for the posting, uploading, emailing or other transmission of any material, the publication, use or possession of which infringes the rights of any person or which is unlawful in any other respect;
 - (d) in any manner which could damage, disable, overburden, or impair SHT's or SHEL's computer systems;
 - (e) to make available personal data about any person other than the Member;
 - (f) to obtain or attempt to obtain any confidential materials or information through any means;
 - (g) for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment owned by or controlled by SHT or SHEL, any tenant at the Premises or any other Member; or
 - (h) in any way that might bring the SHT or SHEL into disrepute.
- Not to use the Premises as the Member's registered office of a company or partnership without SHEL's express prior written permission.

- No Member shall be entitled to invite guests to use the Member Services except where the Member has booked to use a meeting room or is otherwise using the facilities open to the public (including the cafe).
- Members must always be present at meetings held at the Exchange.
- Members shall not allow their clients, customers or any other third party to use the Member Services, including the desk space, resident's lounge and wi-fi access, without the express permission of SHEL.