



Moseley Exchange - Coworking Handbook & Agreement

Welcome to The Moseley Exchange. Here's some useful information to help you get the most from your coworking Membership.

Background Information

Moseley has a long tradition of supporting artists, free-thinkers and entrepreneurs. The Moseley Exchange is a venture to help enterprising people and others who want to set new projects in motion. Our aim is to support the growth of a new enterprising community that will bring social benefits to the neighbourhood.

The Moseley Exchange Coworking Space

Coworking is a global movement that centres on shared spaces for people who work in a flexible way.

Our Approach to Coworking

Community - Our aim is to build a "community" of workers that use the Exchange. We want Members to feel they're part of a community and to benefit from mutual support.

Collaborate - Through collaboration you realise the benefits of coworking and it's crucial if we're going to generate new ideas. So, it's important that we're honest with each other and are willing to share our knowledge and experience.

Think Green - By working in a shared space you're already helping the planet. In addition, we want to reduce our environmental impact. So help us by being considerate about printing, recycling and energy use.

Inclusive - We would like to include a diverse group of people from our neighbourhood. So, we have a range of Membership rates and have tried to make sure the space has been designed for a variety of users.

Respect - This is something we all desire and it's important if we are all to get along in a shared space.

Non-Members

If you choose not to be a Member you are still welcome to come in and use the facilities on a pay-as-you-go basis, but you must agree to the terms and conditions described in this document.

Opening Times

Our opening times (*subject to review*) are:
Monday to Thursday 9am to 7pm

Friday 9am to 6pm

We aim to be open most of the year except for weekends, public/bank holidays and Christmas.

Services

You can use the Exchange in a variety of ways depending upon your Membership status. Members at The Moseley Exchange have access to the following:

- A unique work space.
- Mail management.
- Inclusion on The Moseley Exchange website.
- WiFi: *please see Appendix A, attached.*
- Storage space: for files and folders.
- Lockers for valuable items: for use by regular or max Members only, subject to availability; a deposit will be required.
- Kitchen: where you can make your own drinks and snacks or share them with others.
- Lounge: for a break or a more relaxed meeting.
- Business support services: copying/scanning, printing, book-keeping; all charged separately.
- Meeting rooms: see Membership plan for amount of included hours or discount.
- Projectors and other equipment to hire: subject to availability and charges.
- A flexible working space: we can't guarantee that you'll be able to sit in the same place on every visit so please be flexible.

Membership

It's excellent news that you've decided to become a Member of the Exchange community! To ensure your Membership best meets your needs please ensure that you look at the information regarding the different Membership plans we offer or contact us to discuss your options.

Feedback from Members

We welcome, and aim to respond positively to, all feedback from Members whether this is in the form of ideas, suggestions, complaints or comments and will use this feedback to continuously improve our services. Contact us on: **0121 449 8585** or **info@moseleyexchange.com**

TERMS AND CONDITIONS

1. Parties Involved

- The Member – the person who's name appears on the application form for Membership. Membership is not transferable and cannot be shared with colleagues in the same organisation.
- The Moseley Exchange – an enterprise developed by Moseley Community Development Trust (charity no. 1087949).

2. Respect

2.1 Moseley Exchange is a coworking space and for it to operate well we all need to respect that we're all different, that we all communicate and work in different ways. Please enjoy and respect the space and the variety of people within it.

2.2 Remember some things are meant to be confidential so please keep them that way and respect other people's ideas. Particularly be aware of Intellectual Property rights and Copyright.

2.3 Please think of others first when using your mobile phone. If you need to take a call, you could use the lounge area, talk at a level that others can't hear or leave the room. You could also turn your phone to silent mode whilst in the Exchange.

3. Health and Safety

3.1 Whilst you're in The Moseley Exchange it is important to not do anything that compromises our health and safety practices or puts yourself or others at risk of harm.

3.2 To avoid accidents, please do not leave drinks next to computers and please help us keep shared areas clean and tidy.

4. Membership Commencement

4.1 We reserve the right to refuse Membership or decline access to anybody.

4.2 All information you provide to us about yourself and your company must be factually correct and accurate.

4.3 We reserve the right to research your company prior to accepting your Membership.

5. Signing In and Out

5.1 Signing in and out is a health and safety requirement and helps monitor use.

5.2 All Members, unless on a trial pass, must check in and out, using your "TimeStation" card or Pin on the tablet computer at reception.

5.3 Please note that the current charge for a replacement card is £2, so keep it safe. If you have any issues with TimeStation please let a member of our team know asap.

5.4 Remember to sign out and to use TimeStation's website to monitor your hours at the Exchange. If you fail to check out at the end of your session TimeStation continues to count you as checked in and we are not responsible for any hours lost from your monthly allowance.

5.5 It is important to keep track of your hours in your first month if they have been adjusted as per clause 10.4.

5.6 Extra hours used over those allowed on your plan will be charged at £2/hr.

5.7 Unused coworking hours or room hire allowances cannot be carried over to the next month.

6. Mail Management

6.1 If you wish to use the Exchange as a postal address then you must be a paying Member of the Exchange (at least at drop-in level).

6.2 Please inform us of your company name/s so that we are able to identify your mail.

6.3 You will be notified by email if we receive any post for you. Please collect mail within 10 working days. If you are unable to collect within this time please contact us to let us know.

6.4 If no contact has been made after the 10 days or if we do not recognise the company name, the post will be returned to sender.

7. Shared Kitchen

7.1 We provide tea and coffee for Members.

7.2 You are welcome to bring along something else for yourself or to share.

7.3 There are cupboards for Members to store food.

7.4 Please don't let food hang around as we will remove anything old or smelling.

8. Guests and Meetings

8.1 “Regular” and “Maximum” Memberships include 4 or 8 hours use of our meeting rooms per month.

8.2 The “Drop-In” plan includes a 20% discount on room hire rates.

8.3 Meeting rooms must be booked in advance.

8.4 When using the room-hire-hours included in your plan, you must be present for the meeting yourself, make your guests aware of our relevant ground rules and ask them to sign in and out at reception. There will be a small additional charge for refreshments for more than two guests.

9. Help in Kind

9.1 We are prepared to trade time in the Exchange in *exchange* for offers of help in kind; i.e. acting as a host or providing technical services.

9.2 We are open to suggestions for exchanging skills but reserve the right to say “no, thanks”.

10. Payment

10.1 Membership is usually by ongoing monthly subscription.

10.2 When you become a Member we ask that you sign up for a Direct Debit online via “GoCardless”. We will email you a link to a form on which to enter your payment details.

10.3 Your first payment is to be made in advance of your Membership starting.

10.4 Your first payment and hours-allowance will be adjusted to reflect the number of days remaining in the month you join.

10.5 You can choose to pay by cheque, payable to *Moseley Community Development Trust*.

10.6 If you pay for a whole year’s Membership in advance we offer 10% discount on the annual fee.

10.7 You need to ensure that you pay any money you owe us in advance of any deadline we set.

10.8 If you’re having problems making payments or making them on time you must get in touch with us and tell us about the problem with payment.

10.9 Late payments or non payment will be considered to be a breach of this agreement and will lead to the termination of Membership and penalty charges, see clause 11.1.3.

11. Termination of Membership

11.1 We retain the right to terminate Membership at any time at our discretion.

Your Membership may be terminated by us if:

11.1.1 You act in breach of *any* terms and conditions within this agreement.

11.1.2 Any false information be provided to us about yourself or your company.

11.1.3 You fail to keep up with Membership payments or miss payment on two or more consecutive months.

11.1.4. We consider your conduct inappropriate.

11.2 If you wish to terminate your Membership then you must:

11.2.1 Notify us in writing, one month in advance of the date you wish to end your Membership.

11.2.2 Maintain Membership payments up to the date of termination and pay for any additional services used besides Membership.

11.2.3 Notify Companies House that this is no longer your registered or postal address.

11.2.4 Notify any suppliers or associates that this is no longer your business address.

11.2.5 If you have been using a locker, please remove your property when your Membership ends, return your key to us and collect your key deposit.

11.3 If there is a balance of Membership fee remaining it will be returned less an administration fee of 5%.

12. Data Protection

12.1 Your personal information will be held and used in accordance with the Data Protection Act 1998.

12.2 We will not disclose such information to any unauthorised person or body but where appropriate will use such information in carrying out our various functions and services.

12.3 We collect email addresses from those who voluntarily sign up for Membership. We do not sell or pass on these addresses to any other person or organisation.

12.4 Please note by becoming a Member you give your consent for us to make public the fact you are a Member of The Moseley Exchange.



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13. Things you must NOT do whilst in the Exchange

13.1 Be rude or act improperly towards staff, other co-workers or guests.

13.2 Break our ground rules.

13.3 Fail to make payments on time.

13.4 Compromise our health and safety practices.

13.5 Fail to comply with our ICT unacceptable uses or wifi use policies. See Appendix A, attached.

13.6 Fail to follow reasonable requests from us.

13.7 Allow or cause any change to our telecommunications equipment.

13.8 Stop us from operating our premises.

13.9 Do anything that could breach our public liability cover.

13.10 Block any part of the Exchange, or leave it untidy.

13.11 Bring animals in to the Exchange (except Guide/Hearing/Assistance Dogs).

13.12 Put up signs and notices without our agreement.

13.13 Play music at a level that becomes a nuisance to others using the Exchange.

13.14 Participate in any illegal activity or commit any criminal act, either on the premises or through the use of the Exchange as your registered or postal address.

13.15 Act in a way which Moseley Community Development Trust considers to be harmful or detrimental to the interests, reputation or operation of the Trust.

13.16 Deliberate damage to furniture, equipment or the fabric of the building will lead to Moseley CDT recovering the cost from the Member responsible.

13.17 The Moseley Exchange does not hold a TV licence. In accordance with the law you may only watch or record live TV or view or download programmes on BBC iPlayer on your mobile devices if you hold your own valid TV licence, and any mobile devices (including laptops) must not be plugged in to our mains sockets while viewing, downloading or recording online TV services.

For clarification see:

<http://www.tvlicensing.co.uk/check-if-you-need-one/topics/watching-online-and-on-mobile-devices-TOP14>

13.18 No smoking: The Moseley Exchange is a non-smoking or vaping area. If you want to smoke or vape you may use the courtyard.

14. Review of this agreement and our charges

14.1 We will review the terms and conditions described in this agreement, along with the Membership rates and service charges, regularly.

14.2 We will give prior notification of any changes to our terms and conditions or charges.

14.3 If when notified of any changes to our terms and conditions or charges you do not accept the changes, you must discuss this with the Centre Manager as soon as possible.

By signing the coworking membership form, you confirm that you have read and agree with the above terms and conditions, as well as those relating to WiFi and ICT access, as contained in Appendix A.

Appendix A WiFi and ICT Access Terms and Conditions

This agreement sets out the terms and conditions on which internet access is provided to any users of The Moseley Exchange. Your agreement to these terms and conditions allows us to make determination that particular uses are, or are not, appropriate.

1. Extent of the Service

1.1 We do not recommend in particular the use of any websites or other internet-related services ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for or control over the services you access through our Internet Service and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Internet Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 The availability of the Service.

1.5.2 The speed at which information may be transmitted or received via the Service.

1.5.3 That the Service will be compatible with your equipment or any software that you use.

1.6 We reserve the right at all times to withdraw the Internet Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the Service. *Should this be necessary we will endeavour to notify users before such changes.*

1.7 Whilst we take reasonable steps to ensure the security of the Internet Service and to prevent unlawful access to information transmitted or received using the Internet Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Internet Service and you accept that it is your responsibility to protect your information and

have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

1.8 We may terminate or temporarily suspend your use of the Internet Service if we reasonably believe that you are in breach of any provisions of this agreement, including but not limited to clauses 3.1, 3.3 and 4.1.

2. Your Use of the Service

2.1 Please ensure you save your work regularly whilst working in the Exchange. We have no liability for actual or consequential loss arising from the failure of any ICT equipment, power source, WiFi network or broadband connection.

2.2 We recommend that you do not use the Internet Service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.3 In the event that you use the Internet Service for commercial purposes we would specifically refer you to clause 5.1 below.

2.4 Any person inadvertently receiving, sending or accessing any material in breach of any terms of this agreement must immediately inform our staff, and must co-operate fully in any measures necessary to expunge the material.

3. Prohibited Uses of our Internet Service

3.1 Whilst in the Exchange you must not use the Internet Service or ICT, whether your own or ours, to access websites, chat-rooms, forums, file-shares or send or receive e-mails, text, pictures, films, video clips or social-media posts **which:**

3.1.1 Are defamatory, threatening, intimidatory or which could be classed as harassment.

3.1.2 Contain obscene, profane or abusive language or material.

3.1.3 Contain pornographic or paedophilic material of a sexually explicit or arousing nature.

3.1.4 Contain offensive or derogatory text or images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation.

3.1.5 Involve gambling.

Continued over...

3.1.6 Contain material which infringe third party's rights (including intellectual property rights; see clause 3.3).

3.1.7 In our reasonable opinion may adversely affect the manner in which we carry out our business, could damage our reputation, or are otherwise unlawful or inappropriate.

3.1.8 Represent personal views or interests as being those of Moseley Community Development Trust or The Moseley Exchange.

3.1.9 Are sent or received either in another person's name or accessed with another person's account without their explicit consent.

3.1.10 Constitutes the sending of unsolicited or spam communications.

3.1.11 Could cause damage or corruption to our WiFi, software or hardware, or that of other users.

3.1.12 Intentionally subvert our virus checkers or any other security measures we have in place or delete any activity history.

3.2 Do not recommend, disclose, disseminate, transmit or use any personal or personally identifiable information about anyone, especially minors, without permission or authorisation.

3.3 You should not download, alter, email or otherwise use any copyrighted material, including but not limited to music, video, pictures, text or logos unless certain that the owner of such works has authorised its use by you.

[In compliance with the Digital Economy Act 2010 (DEA): Online Copyright Infringement]

4. Criminal Activity

4.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

4.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

4.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Internet Service, the times when they have accessed the Internet Service and the activity associated with that IP

address.*[In compliance with the Data Retention (EC Directive) Regulations 2009]*

4.4 You further agree we are entitled to cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

5. Other Terms

5.1 We have no responsibility for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the Service or inability to use or access the Internet Service or a failure, suspension or withdrawal of all or part of the Service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.2 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the Service in breach of these terms and conditions, in particular clauses 2.1 to 2.3, 3.1, 3.3, and 4.1.

5.3 We agree that this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

6. By signing the coworking membership form you confirm that you accept these terms and conditions as the basis of your use of the internet access provided by The Moseley Exchange.