

Terms & Conditions

These Terms of Use were last updated on 25th October 2021.

These Terms of Use (“Terms”) (together with any other documents referred to in it) explain the terms and conditions on which AND CO WORKS Limited (“&Co”, “we”, “our”, and “us”) supply our online service for advertising and booking flexible working spaces and meeting rooms via our website (www.Andco.Life) (our “Site”) and our mobile application (our “App”) (the Site and App together collectively referred to as the “&Co Platform”).

We are registered in England and Wales under company number 10809914 and have our registered office at 2nd Floor, Gosfield Street, Fitzrovia, London, W1W 6HL. Our VAT number is 272 8325 91.

Please read these Terms carefully before using our services as these Terms will apply to all of our services made available to you through the &Co Platform. By accessing and using the &Co Platform, you agree to be bound by these Terms. If you do not accept these Terms, you should not use the &Co Platform.

If you have any questions about our Terms, please contact support@andco.life.

In addition to these Terms, your use of the &Co Platform and any services you access via the &Co Platform are subject to our [Privacy Policy](#) which complies with all relevant data protection laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”). Please read our [Privacy Policy](#) carefully as it contains important information about your personal information.

1. INTERPRETATION

1.1 The following definitions apply to these Terms:

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| “&Co Platform” | the Site and the App together |
| “&Co Fees” | the payment initiated by a Member to &Co for services performed in connection with the &Co Platform |
| “&Co Services” | the services (including Payment Services) performed by &Co in connection with the &Co Platform |
| “Amenities” | any amenities at the Venue for which additional charges may apply as specified in the Listing |
| “App” | the mobile application |
| “Booking Modifications” | any modifications to a booking which are made by either the User or the Venue Host after the booking has been confirmed |
| “Extras” | any additional products or services offered by the Venue Host for which additional charges may apply as specified in the Listing |

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| “Listing” | the publication of the Venue and the Venue Host Services on the &Co Platform |
| “Member” | a registered member of the &Co Platform |
| “Member Content” | any content including but not limited to text, graphics, photographs, images, illustrations, audio clips and video clips which are created, uploaded, posted, sent, stored or otherwise made available by a Member on the &Co Platform |
| “Minimum Period” | a period of 12 months |
| “Payment Method” | the financial instrument (such as credit card, debit card or PayPal) selected by the Member via their &Co Account |
| “Total Services” | the total of the fees charged to the User for a booking including the Listing Fee and any other applicable charges |
| “User” | a Member who books a Venue via the &Co Platform and uses Venue Host Services |
| “Venue Host” | a Member who provides Venues and supplies services to Users via the &Co Platform |
| “Venue Host Services” | the services provided by the Venue Host to Users via the &Co Platform |
| “Venue” | the working space and meeting rooms made available to Users by the Venue Host via the &Co Platform |
| “Third Party Services” | the services provided exclusively to Members by a third party which may be accessed via the &Co Platform from time to time |
| “Third Party Sites” | the websites of third parties which may be accessed by Members via the &Co Platform from time to time |
| “Site” | the website www.Andco.life |

1.2 In these Terms:

1.2.1 clause headings are inserted for ease of reference only and do not affect construction;

1.2.2 words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof;

1.2.3 any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.4 a reference to writing or written includes email.

2. SCOPE OF &CO SERVICES

2.1 The &Co Platform enables Members to communicate and transact directly for the purposes of advertising, booking Venues and meeting rooms.

2.2 The &Co Platform enables:

2.2.1 Venue Hosts to publish a Listing of a Venue and any Venue Host Services that they offer on the &Co Platform; and

2.2.2 Users to search for and review Listings and to book Venues and meeting rooms via the &Co Platform.

2.3 &Co is only a provider of the &Co Platform and does not own, control, manage, offer or deliver any Listing or Venue Host Services. When Members place or accept a booking, they are entering into a contract directly with each other on the basis of these Terms and any specific terms and conditions of the Venue Host which may be specified in the Listing. In the event of any conflict between these Terms and the Listing, these Terms shall prevail.

2.4 &Co is not acting as an agent in any capacity for any Member.

3. &CO ACCOUNT REGISTRATION AND SECURITY

3.1 You must be at least 16 years old to access and use the &Co Platform and to register an &Co Account.

3.2 We restrict access to certain parts of the &Co Platform to visitors of to the Site or users of the App who have registered an &Co Account. You must register an &Co Account in order to publish a Listing or to book a Venue.

3.3 If you register with us, you must provide true and accurate information about yourself and keep your &Co Account up-to-date at all times. Should the registration information provided prove false or misleading, we may suspend or terminate your &Co Account.

3.4 You must not select or use as your &Co Account ID a name of another person with the intent to impersonate that person. If you misuse your &Co account in breach of these Terms, we reserve the right to refuse registration of or cancel your &Co Account at our discretion.

3.5 You are responsible for maintaining the security of your &Co Account, your username and your password, and for all uses of your &Co Account. You authorise us to act on instructions received under your &Co Account and we will not be liable for any loss that you might suffer through following such instructions whether by you or another person.

3.6 You must notify us at support@andco.life of any known or suspected unauthorised use(s) of your &Co Account, or any known or suspected breach of security on the &Co Platform.

3.7 We do not assume any responsibility for the verification of any Members identity, but we reserve the right to carry out any verification procedures which are required by law or for fraud prevention purposes.

4. CHANGES TO THESE TERMS

4.1 We reserve the right to change these Terms from time to time and recommend that you look through them on a regular basis. If we make changes, we will post the revised Terms on the &Co Platform and update the "Last Updated" date at the top of these Terms. By continuing to use the &Co Platform, you agree to be bound by the revised Terms. If you do not accept the revised Terms, you should not use the &Co Platform.

5. SITE CONTENT & MEMBER CONTENT STANDARDS

5.1 Save for the Member Content, all materials displayed or performed on the &Co Platform (including, but not limited to text, graphics, photographs, images, illustrations, audio clips and video clips) are protected by copyright, trademarks, database right and other intellectual property rights, which are owned or controlled by us or our third party content providers. You may not sell, reproduce, modify, copy or distribute or use for any commercial purpose any such materials without our written consent.

5.2 &Co may at its sole discretion, enable Members to create, upload, post, send, receive and store content, such as text, graphics, photographs, images, illustrations, audio clips and video clips and information on or through the &Co Platform. By creating, uploading, posting, sending, receiving, storing or otherwise making available any Member Content on or through the &Co Platform, you grant &Co a non-exclusive, worldwide, royalty-free, irrevocable, perpetual and transferable licence to access and use such Member Content including to (i) copy, electronically store, cache, use, publish, display, communicate, broadcast, transmit, make available and distribute the Member Content, (ii) change, amend or develop the Member Content and create derivative works from it and (iii) otherwise exploit in any such manner the Member Content.

5.3 We do not oversee, monitor or moderate the Member Content that you upload to the &Co Platform and neither do we vet or screen users or Members. You use the &Co platform at your own risk, and you should take care with any Member Content you post or access on the &Co platform.

5.4 The following content standards apply to any and all Member Content you upload to, display on, or distribute or otherwise publish through the &Co Platform, and to your use of the &Co Platform. These content standards must be complied with in spirit as well as to the letter. The content standards apply to each part of any Member Content as well as to its whole. You must not upload, post, email or otherwise transmit any Member Content that:

5.4.1 is libellous, defamatory, obscene, abusive, or otherwise violates any law;

5.4.2 infringes any patent, trademark, database right, trade secret, copyright or other proprietary right of any party;

5.4.3 you do not have the right to transmit under any law or contractual relationship (such as confidential information);

5.4.4 contains any unsolicited or unauthorised advertising, promotional materials, solicitation of funds, spam, chain letter, junk mail or any other form of solicitation for goods or services except in those areas that are clearly designated for such purpose;

5.4.5 contains viruses or any other code, files or programs designed to damage, interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; or

5.4.6 is pornographic, sexually explicit or obscene.

5.5 You shall be civil and show respect for other users and Members. You shall not interfere with another person's use or enjoyment of the &Co Platform.

5.6 We will determine, in our discretion, whether any Member Content breaches our content standards and we may take such action as we deem appropriate. Failure to comply with the content standards constitutes a material breach of these Terms and may result in our taking further actions which may include (at our discretion) (i) immediate, temporary or permanent withdrawal of your right to use the &Co Platform and the &Co Services, or (ii) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, or (iii) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

6. LAWFUL USE

6.1 You may use &Co Platform only for lawful purposes. You must not use &Co Platform:

6.1.1 in any way that breaches any applicable local, national or international law or regulation;

6.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

6.1.3 for the purpose of harming or attempting to harm minors in any way; or

6.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as stated in these Terms or any other &Co policy which relates to the use of the &Co Platform or parts of the &Co Platform.

6.2 The Venue Host is responsible for ensuring at all times that:

6.2.1 they have the right to allow the venue to be used by the User in the manner described in the Listing;

6.2.2 the Venue is safe, including with respect to fire safety; and

6.2.3 the Venue complies with applicable laws and other regulations (including having all of the required permits, licences and registrations).

6.3 We ask you to respect the property of others. You may use a Venue which you book via the &Co Platform only for lawful purposes and in compliance with these venue standards. You must not use a Venue:

6.3.1 in any way that causes a disturbance or nuisance to others;

6.3.2 in any way that breaches any applicable local, national or international law or regulation;

6.3.3 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or

6.3.4 to steal or vandalise property that is not your own.

7. PAYMENTS

7.1 &Co Fees are charged to Members in consideration for their use of the &Co Platform and the &Co Services.

7.2 Any applicable &Co Fees (including VAT) will be displayed to a Member prior to their publishing a Listing or booking a Venue.

7.3 &Co Fees are charged to a Member's Payment Method which they have elected to use via their &Co Account.

7.4 Your Payment Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider and are subject to different terms and conditions and privacy practices which you should review independently.

7.5 Monthly subscribers can cancel at any time. &Co does not offer refunds for monthly subscribers.

7.6 Money-back Guarantee & Cancellation on &Co Annual Subscription. If you have subscribed to the &Co annual pass and you are not completely satisfied, you may cancel your subscription at any time during the first 14 days by contacting hello@andco.life and we will give you a full refund, otherwise a minimum subscription period of twelve months applies. If you have any complaints about how we have dealt with the provision of your subscription or have any queries, please visit our website www.andco.life.

8. TERMS FOR VENUE HOSTS

8.1 These Terms come into force when signed by &Co and the Venue Hosts and have an initial Minimum Trial Period. After the Minimum Trial Period, these Terms will automatically renew in successive 12 month periods unless terminated by &Co or the Venue Hosts on 1 months' notice prior to the end of the Minimum Trial Period or any subsequent period, or otherwise in accordance with the provisions set out in clause 10.

8.2 If you become a Venue Host you agree to a Minimum Trial Period commencing on the date when you accept these terms. After the Minimum Trial Period you can terminate your account with us at any time in accordance with the provisions set out in clause 10. During the Minimum Trial Period Venue Hosts agree that &Co will be the exclusive provider and that venue hosts will not use any alternative providers of &Co services with the exception of meeting rooms. Venue Hosts agree that meeting room pricing agreed with &Co is exclusive to &Co and &Co members for a period of 12 months. Venue hosts will not offer meeting rooms at the same price or a lower price to competitive providers and Venue Hosts shall not disclose &Co terms to competitor providers.

8.3 The Venue Host is responsible for the accuracy of their Listing including the provision of an accurate description of the Venue, the Venue Host Services. The Venue Host must keep their Listing(s) up-to-date at all times.

8.4 &Co venues will offer members an agreed discount at the time the listing was created. If you have any queries, please get in touch with your account manager or email hello@andco.life

8.5 Listings must not be misleading and must include accurate and up-to-date information concerning the:

8.5.1 calendar availability of the Venue;

8.5.2 specific location of the Venue;

8.5.3 Venue Host's contact details; and

8.5.4 any additional factors which may affect a User's use or enjoyment of the Venue such as building works, unusual opening hours, or any other material restrictions.

8.6 You must not mislead other Members about the type, nature, or details of your Listing, substitute one Listing for another, set up fake or fraudulent Listings, engage in deceptive pricing, or fail to disclose hazards concerning the Venue.

8.7 The Venue Host may provide its own terms and conditions in the Listing. The Venue Host's terms and policies must not conflict with these Terms. These Terms shall prevail in the event of a conflict between the Venue Host's terms and policies and these Terms.

8.8 When you accept a booking for meeting rooms or co-working space you are entering into a legally binding agreement with the User on these Terms and the terms and conditions you specify in your Listing.

8.9 We recommend that Venue Hosts have in place or obtain appropriate insurance in respect of their Venue and the Venue Host Services.

9. TERMS FOR USERS

9.1 Users can book a Listing on the &Co Platform by completing the booking process.

9.2 You will receive a booking confirmation email from us. A legally binding agreement is formed directly between you and the Venue Host upon your receipt of the booking confirmation which is based on these Terms and the Venue Host's terms and conditions which are specified in the Listing.

9.3 You agree to use the Venue in accordance with the standards set out in these Terms and the terms and conditions specified in the Venue Host's Listing.

10. TERMINATION

10.1 A Member may terminate their contract with us at any time by cancelling their &Co Account or by sending us an email at support@andco.life on the following basis:

10.2 If you are a User and you cancel your &Co Account, any confirmed booking(s) will be automatically cancelled.

10.3 If you are a Venue Host:

i. you may only cancel your &Co Account after the expiry of the Minimum Trial Period. Following such cancellation, you will not be entitled to any compensation for pending or confirmed bookings that are automatically cancelled. &Co reserves the right to cancel your booking on failure to log in within 30 minutes of the start of the booked time.

ii. and you attempt to cancel your &Co Account during the Minimum Trial Period in breach of this agreement, you will indemnify &Co in full for the cost of installation of the wifi Equipment and from all liabilities, claims and expenses incurred as a result of such breach.

10.4 We may terminate our contract with you at any time without reason upon written notice by email to the email address registered to your &Co Account.

10.5 We may terminate our contract with you immediately and without notice if (i) you have materially breached your obligations under these Terms (including the content standards), or (ii) you have violated applicable laws, regulations or third party rights.

10.6 If we terminate our contract with you, your &Co Account will automatically be cancelled and you will no longer have access to the &Co Platform any data, messages, files, payment information or other data stored on the &Co Platform may be deleted.

10.7 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect and any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination shall not be affected.

11. BOOKING MODIFICATION

11.1 Venue Hosts and Users are responsible for any Booking Modifications that they make via the &Co Platform.

11.2 Users or Venue Hosts may cancel a booking at any time in accordance with these Terms.

12. AVAILABILITY & SUPPORT

12.1 You are using the &Co Platform at your own risk and we are under no obligation to provide you with any technical support or to correct any errors, although we reserve the right to do so. If you experience any difficulty using the &Co Platform you can contact us by email to support@andco.life and we shall endeavour to respond to your enquiry.

12.2 While we try to make sure that the &Co Platform is accurate, up-to-date and free from bugs, we cannot promise that it will be. Any reliance that you may place on the information on the &Co Platform is at your own risk.

12.3 While we try to make sure that the &Co Platform is available for your use, we do not promise that the &Co Platform is available at all times nor do we promise the uninterrupted use by you of the &Co Platform.

13. PRIVACY

13.1 We process information about you in accordance with our Privacy Policy. Please read our Privacy Policy carefully as it contains important information about your personal information.

14. LINKS

14.1 You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

14.2 Where our Site contains links to Third Party Sites, these links are provided for your information only. We have no control over the contents of Third Party Sites, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of a Third Party Sites or Third Party Services may be governed by the terms and conditions of that third party.

15. DISCLAIMER

15.1 We provide the &Co Platform and the services available through it, on an “as is” and “as available” basis with all faults. To the maximum extent permitted by law, we disclaim any and all implied conditions and warranties that the &Co Platform and the services available through it are of satisfactory quality, accurate, fit for a particular purpose, or non-infringing. We do not guarantee that you will be able to access or use the &Co Platform and the services available through it at times or locations of your choosing.

15.2 We have no special relationship with or fiduciary duty in respect of any of the Third Party Sites you find through the &Co Platform and make no commitment to screen, edit, monitor, or censor any content transmitted or received via Third Party Sites including any Third Party Services. You acknowledge that we have no control over, and no duty to take any action in respect of your use of the Third Party Sites or Third Party Services.

15.3 We make no representations concerning any content contained in or accessed through the &Co Platform and such content is provided on an “as is” basis. Accordingly, we do not represent or warrant that such content or information is accurate, complete, current and not misleading and we therefore disclaim all liability (whether arising in contract, tort or otherwise) and responsibility arising from any reliance placed by you on this content or information.

16. LIABILITY

16.1 To the maximum extent permitted by law, we will not have any liability to you (whether in contract, tort (including negligence) or otherwise) in connection with:

16.1.1 these Terms;

16.1.2 the content (including Member Content) published on the &Co Platform;

16.1.3 your use or inability to use the &Co Platform;

16.1.4 your use or inability to use the &Co Services (including the Payment Services);

16.1.5 your interaction with any Member, or use of or inability to use a Venue, or any Venue Host Service, Amenities or Extras or any defect in the Venue;

16.1.6 a Listing which you publish on the &Co Platform; or

16.1.7 a booking which you make via the &Co Platform.

Our maximum liability in any calendar year to:

16.1.8 a Venue Host shall be limited to 50% of the total &Co Fees paid by the Venue Host to &Co in that calendar year; and

16.1.9 a User shall be limited to fifty pounds (£50) in that calendar year.

16.2 Nothing in these Terms shall limit or exclude our liability of for death or personal injury caused by our own negligence or fraud or fraudulent misrepresentation.

17. INDEMNITY

17.1 You agree to indemnify and hold us harmless from all liabilities, claims and expenses that arise out of:

17.1.1 the content (including Member Content) you submit, post or transmit via the &Co Platform;

17.1.2 your use or misuse of &Co Platform or the use or misuse by any person for whom you are responsible;

17.1.3 your use or misuse of &Co Services or the use or misuse by any person for whom you are responsible;

17.1.4 your interaction with any Member, use of a Venue, or any Venue Host Service;

17.1.5 a Listing which you publish on the &Co Platform;

17.1.6 a booking which you make via the &Co Platform;

17.1.7 your breach of these Terms; or

17.1.8 your breach of any laws, regulations or third-party rights.

18. FEEDBACK & DISPUTE RESOLUTION

18.1 If you wish to provide feedback or to make a complaint in relation to our services, please email support@andco.life.

18.2 If a complaint which you make remains unresolved, we can consider various methods of dispute resolution. The EU provides an online dispute resolution platform which exists to assist the resolution of disputes between online service providers and consumers. The platform, and more information about it, can be accessed here:
<https://ec.europa.eu/consumers/odr>.

19. GENERAL

19.1 These Terms constitute the entire agreement between us for the use of the &Co Platform and the services available through it.

19.2 No person other than us and Members shall have any rights to enforce any of its terms.

19.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between us or any Member, constitute us or any Member the agent of any Member, or authorise us or any Member to make or enter into any commitments for or on behalf of any other Member.

19.4 If any part of these Terms is unlawful or unenforceable for any reason, this shall not affect the remainder of these Terms and that part shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

19.5 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

19.6 In the event that we are acquired by, or merge with, a third party, we may transfer any or all of our rights and obligations under these Terms to that third party or the newly merged entity. We may also transfer any or all of our rights and obligations under these Terms in the event of a corporate group re-organisation to any member within our group of companies.

19.7 You may not transfer your rights and obligations under these Terms to another person without our prior written consent.

20. GOVERNING LAW & JURISDICTION

20.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales. In the event of any dispute arising in relation of these Terms or in relation to the &Co Platform or the provision of any services by us the English courts will have exclusive jurisdiction over such dispute.

21. PROMOTIONAL CODES

21.1 &Co may, in &Co's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that &Co establishes on a per promotional code basis (" Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a

public forum or otherwise), unless expressly permitted by &Co ; (iii) may be disabled by &Co at any time for any reason without liability to &Co; (iv) may only be used pursuant to the specific terms that &Co establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. &Co reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that &Co determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

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