



MUSHROOMBIZ[®] SPACES MEMBERSHIP AGREEMENT (THE "CALL OFF CONTRACT")

PARTIES:

1. The supplier entity referenced in the relevant Service Order (the Supplier).
2. The person(s)/entity referenced in the relevant Service Order (Client Party or Client).

BACKGROUND:

1. The Client and the Supplier have entered into a Platform Agreement allowing the Client to request services from the Supplier.
2. Pursuant to a Service Order the Client Party requests certain services to be provided by the Supplier, and the Supplier agrees to provide such services to the Client Party in accordance with this call-off contract (Call-off Contract).
3. For the avoidance of doubt, in event of any conflict, the Service Order shall prevail over the Call-off Contract which shall prevail over the Platform Agreement, which, together (and with any document referenced therein), shall form the legal contract between the relevant Client and Supplier for the relevant Services.

AGREED TERMS:

1. **Interpretation and Definitions:** The definitions and rules of interpretation (as applicable) set out at <https://backoffice.mushroombiz.co.uk/policy-and-contracts/> shall apply.
2. **MEMBERSHIP**
 - 2.1 Only business entity is eligible to purchase the Membership. You agree to ensure that all information provided for the purchase of the Membership and for any matter in relation to the Membership are correct, current and complete.
 - 2.2 The Membership is per annum and subject to the auto-renewal. Upon payment of the Membership Fees pursuant to clause 3, the Member is entitled to the benefits listed on the Fees & Benefits which, on the Company's sole discretion, may change from time to time without notice during the Membership Term.
 - 2.3 Membership cards will be issued to individuals nominated by the Member electronically, which must be presented by that nominated individuals to the Space's staff to access and enjoy the Membership benefits.
 - 2.4 You acknowledge and agree that you are responsible for the access and use of the Membership benefits by the individuals nominated by you, including but not limited to being liable to any damage of the Space's facilities caused by those individuals during the access or use of the Membership benefits.
 - 2.5 **The Membership is non-transferrable.**
3. **MEMBERSHIP FEES**
 - 3.1 The Membership Fees are payable upfront in full and cleared fund. Any VAT chargeable is payable by You in addition to and at the same time of the payable Membership Fees.
 - 3.2 You shall provide valid, up-to-date and complete debit or credit card details. You acknowledge, agree and authorise Us to:
 - 3.3 bill on such debit or credit card for the Membership Fees and VAT payable by You; and
 - 3.4 keep details of such debit or credit card and bill on it for auto-renewal of the Membership on each anniversary of the Membership Term until you cancel the Membership by email to (email address). You must cancel your Membership thirty (30) days before the Membership Term anniversary to avoid being billed for the auto-renewal of the Membership.
 - 3.5 All paid Membership Fees are non-refundable. If you cancelled the Membership during any paid Membership Term, You will continue to have access to the Membership benefits until the end of that Membership Term.
 - 3.6 If your debit or credit card details kept by Us cannot be billed on at the Membership Term anniversary for any reason where the Membership is not cancelled, You will be immediately denied accessing any Membership benefits.
 - 3.7 We are entitled to, at our sole discretion and at any time, adjust the Membership Fees. The Membership Fees adjustment will not apply to the Membership Fees of the Membership Term which have been paid in full before such adjustment.
4. **TERM AND TERMINATION OF THE AGREEMENT**
 - 4.1 The term of the Agreement is coterminous with the Membership Term. The term of the Agreement is extended automatically at the time the Membership is renewed under the Agreement.
 - 4.2 Your Membership will continue until the expiry of any fully paid Membership Term, or until it is terminated pursuant to this clause 4.
 - 4.3 We may terminate the Agreement, including your Membership, without notice and at any time if:
 - 4.4 you committed material breach of the Agreement, including but not limited to the breach of clause 3;
 - 4.5 , in our sole discretion and opinion, any conduct of any individual accessing or using the Membership benefits under your Membership is injurious to the character, reputation, interest or otherwise of the Club or the Company;
 - 4.6 the information that you provided to us for or in relation to the Membership is false; or
 - 4.7 any facilities of the Space are damaged caused by the access or use of the Membership benefits under your Membership.
 - 4.8 You may terminate the Agreement, including your Membership, if:



- 4.8.1 the benefits are, at the time of the termination, significantly and permanently reduced compared with the benefits at the time your Membership is purchased; or
- 4.8.2 the Space is closed for longer than twenty-eight (28) consecutive days.

5. THE COMPANY'S RESPONSIBILITIES

- 5.1 The Company shall use commercially reasonable endeavours to observe all health and safety and security requirements that apply at the premises of the Space, provided that it shall not be liable under the Agreement if, as a result of such observation, it is in breach of any its obligations under the Agreement.

6. YOUR OBLIGATIONS

- 6.1 You shall provide to the Company in a timely manner all documents, information, items and materials in any form required for the provision of the Membership benefits or otherwise reasonably required by the Company in connection with the Membership.
- 6.2 If the access or use of Membership benefits is prevented or delayed by any action, inaction or omission of you or any individual accessing or using the Membership benefits under your Membership, then, without prejudice to any other right or remedy the Company may have, the Company shall be allowed rescheduling or rearranging the provision of the Membership benefits.

7. PERSONAL DATA PROTECTION

- 7.1 For the purposes of this clause 7, the terms controller, processor, data subject, personal data, personal data breach and process / processing shall have the meaning given to them in the UK GDPR.
- 7.2 Both parties will comply with all requirements of the applicable personal data protection laws of the United Kingdom, including but not limited to UK GDPR. This clause 7 is in addition to, and does not relieve, remove or replace, either party's obligations or rights under any applicable personal data protection law of the United Kingdom.
- 7.3 You consent to, and shall procure all required consents, from your personnel, including the individuals who are nominated by you to be holders of the Membership cards, all actions taken by us in connection with our processing of personal data pursuant to this clause 7, provided these are in compliance with the UK GDPR and other applicable laws in the United Kingdom.

We process personal data you provided to us for the purposes of:

- (a) handling your Membership purchase, including but not limited to issuing the Membership cards to individuals nominated by you;
 - (b) monitoring and analysing the access and use of the Membership benefits under your Membership for providing tailor-made Membership benefits in future; and
 - (c) marketing and communication in connection with the Membership.
- 7.4 You shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of any personal data you provide to us in connection with the Agreement for the duration and purposes of the Agreement.

8. LIMITATION OF LIABILITY

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Agreement including but not limited to contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in this clause 8 shall limit your payment obligation under the Agreement.
- 8.3 Nothing in the Agreement shall limit any liability which cannot be legally limited, including liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation.
- 8.4 Subject to clause 8.3, the Company's total liability to you for all loss or damage shall not exceed 100% of the Membership Fees paid for the year when the loss or damage is caused.

9. FORCE MAJEURE

- 9.1 Neither Party shall be in breach of the Agreement nor liable for delay in performing or failure to perform any of its obligations under the Agreement if such delay or failure is resulted from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for one (1) month, the unaffected party may terminate the Agreement by giving seven (7) days written notice to the affected party.

10. MISCELLANEOUS:



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10.1 The following provisions in the platform agreement shall apply (mutatis mutandis) to the Call-off Contract: Entire agreement, Third party rights, Severance, Assignment and other dealings, Variation, Waiver, No partnership or agency, Notices, Counterparts, Governing law and Jurisdiction.