

# WONDERSPACE TERMS & CONDITIONS

## SECTION ONE - GENERAL TERMS FOR CLIENTS

### Introduction

1. Wonderspace was founded in order to unite providers of commercial office space (“Providers”) with businesses or individuals that require office space solutions (“Clients”). We do this by (i) hosting our Website which allows Clients to browse Providers’ Listings for suitable Spaces and (ii) by acting as an intermediary between Clients who wish to book Space and their chosen Providers (the “Services”).
2. These Terms constitute a contract between all users of the Website and/or our Services (“you”) and Wonderspace. Your use of our Website is subject to these Terms and by using the Website you agree to be bound by them. If you do not agree to these terms, you must not use our Website. You should print a copy of these Terms for future reference.
3. For the avoidance of doubt, these Terms do not cover the relationship between Clients and Providers which will be subject to a separate Licence Agreement.
4. These Terms also do not cover our relationships with Providers, guidance for which is outlined in the [General Terms for Providers](#).
5. This Website is open and does not require you to register in order to view the Listings. Clients can use the ‘Book a Viewing Feature’ to register interest in a Space or you can reach us via [e-mail](#), live chat or through social media. Once you utilise our ‘Book a Viewing’ feature and tick the box that signifies your agreement to these Terms you will be required to submit:
  - your name;
  - the name of your company (if applicable);
  - preferred viewing date/time;
  - your e-mail address; and
  - your mobile telephone number.
6. By providing this information you consent to it being shared with the chosen Provider and any other Providers that have Space available that we think matches your needs. Once this information has been passed directly on to the Provider, they will respond to us with a rejection or acceptance of you as a Client, a Quote which includes the availability of the Space and a confirmation of the booking. We will then contact you with the details of that Quote. Any personal data will be stored and processed in accordance with applicable laws and regulations relating to data

protection. Further details of how we use your data can be found in our [Privacy and Cookies Policy](#).

7. If your request for a booking is rejected by the Provider because they have already been introduced to you by another agent, we will not be able to conduct negotiations on your behalf and you may therefore continue your discussions with the Provider directly. In the event that your request for a booking is rejected by a Provider where there is no conflict with another agent, we will not be able to conduct negotiations on your behalf for any Space licensed by that Provider. However, we will endeavour to find alternative Space based on your requirements.
8. If you decide to accept a quote from a Provider, we will invite you to sign a Licence Agreement using 'HelloSign' e-signature software. Once a Licence Agreement is executed, all further dealings between you and the Provider will be direct. Wonderspace does not charge Clients any fees for its services. Instead we take a referral fee from the Provider following execution of any Licence Agreement or an extension thereof. Before entering into a Licence Agreement, please ensure that you have the necessary authority, power and right fully to bind the legal entity or organisation on whose behalf you wish to book the Space. If you are not authorised to bind that legal entity or organisation, should not attempt to book any Space.
9. No fees are taken by us through the Website. All payments are made directly to the Provider.

### **Cancellation and amendment**

10. We can withdraw, cancel or amend a quotation if it has not been accepted by you, within a period of 48 hours from the date of the quotation, (unless the quotation has been withdrawn).
11. If you wish to amend any details of the Space you require, you must tell us in writing as soon as possible. We will use reasonable endeavours to inform the Provider promptly so that you may receive an updated Quote.
12. If, due to circumstances beyond our control, a Provider informs us that we must make a change to the Quote, we will notify you immediately.

### **Your warranties**

13. You warrant that you:
  - will not make any attempt to circumvent Wonderspace by entering into a Licence Agreement with a Provider that you were introduced to by Wonderspace and/or by directly booking a Space that you found on our Website with the Provider; and

- will at all times keep Wonderspace informed in relation to any Licence Agreement you may enter into with a Provider that commences within six months of any introduction by us to that Provider.
14. You also agree to provide prompt feedback in respect of any Licence Agreement and/or Space where requested by us.

### **Personal data**

15. The use of Your personal data by Wonderspace is governed by the [Cookies and Privacy Policy](#).

### **Intellectual property**

16. We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
17. You may:
- print off one copy or download extracts of any page(s) from our Website for your personal use; and
  - draw the attention of others within your organisation to content posted on our Website PROVIDED THAT our status (and that of any identified contributors) as the authors of content on our Website is always acknowledged.
18. However, you must not:
- modify the paper or digital copies of any materials you have printed off or downloaded in any way;
  - use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
  - use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.
19. If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Viruses and maintenance**

20. We do not warrant or guarantee that our Websites is free of errors, viruses, Trojan horses or other destructive or contaminating components or content. We provide no warranty or guarantee that our Websites are compatible with your computer equipment, and are under no obligation to do so.
21. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may

infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website, the downloading of any content, or on any Websites linked to it.

22. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.
23. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.
24. We may, from time to time, temporarily suspend the operation of our Website with or without prior notice, either wholly or in part for repair or maintenance work or for the purposes of updating or otherwise improving its content, features or functionality.

### **Linking to our Website**

25. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
26. 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.
  - establish a link to our Website in any website that is not owned by you.
  - frame our Website on any other Website, nor create a link to any part of our Website other than the home page.
  - link from any website that contains fraudulent, false, misleading or deceptive information; or defamatory, libellous, obscene, pornographic, vulgar or offensive content; or promotes discrimination, racism, hatred, harassment or harm toward any third-party; or promotes violence or actions that are threatening to any third-party; or promotes illegal or harmful activities.
27. We reserve the right to withdraw linking permission without notice.

### **Third-party Links on our Website**

28. Where our Website contains links to other websites and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

## **SECTION TWO - GENERAL TERMS FOR PROVIDERS**

29. Providers are not permitted to upload content to our Website. All uploading is undertaken by Wonderspace.
30. Wonderspace will survey any Space that you have on offer, take professional photos and walk-through videos of the Space and display these on its Website as a Listing for the Space in the name of the Provider. Wonderspace may also accept and publish media belonging to the Provider in a Listing from time to time.
31. By permitting us to upload any Listing to our Website, the Provider grants Wonderspace and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, and display any part of the Listing and/or to incorporate it into other materials in any form, for the purposes of marketing.
32. For the avoidance of doubt, Providers shall not be permitted to use any professional photos or walk-through videos generated by us without prior written permission.
33. Listings are open to all users of our Website to view. If a Client wishes to enquire about a Space, they will submit their details using the 'Book a Viewing' feature. We will then pass on the details of the Client and their request to the chosen Provider.
34. The Provider must then respond promptly with an acceptance or rejection of the Client based on a conflict check, details of the availability of the Space and the provision of a Quote so that we can pass this on to the Client. The Client then has 48 hours to decide whether to accept the quote before it expires.
35. If a Client decides to accept a quote and book the Space, the Provider must provide Wonderspace with a Licence Agreement which will be sent for signature to the Client by us via 'HelloSign' electronic signature software.
36. Providers shall not be permitted to contact any Clients about any Space or Licence Agreement directly during the negotiation of a Licence Agreement. All dealings prior to execution of a Licence Agreement must be conducted through us. If a Client attempts to contact a Provider directly, that Provider must immediately inform us via e-mail detailing the nature of the communications.
37. We will not remove any Listing from the Website unless:
  - a Space becomes occupied by a Client following execution of a Licence Agreement between the Client and the Provider;

- a Space is licensed to a third-party who is not our Client; or
- we receive notice from a third-party of its legitimate interest in the Space, who after providing proof of this interest, requires removal of the Listing; or
- if we, in our reasonable discretion, consider the Listing to be in violation of our agreement with the Provider.

### **Provider Obligations**

38. When permitting a Space to us be advertised within a Listing, the Provider must represent and warrant that:

- the Space is in compliance with all applicable laws and regulations;
- it has the necessary authority, rights and licences to license the Space to Clients and such licensing shall not breach or contravene any agreement with a third-party;
- the details of the Listing are accurate and truthful and that any Quote provided to a Client shall be inclusive of all fees payable in respect of the use of the Space;
- any Quote provided to any given Client shall be no higher than the lowest price available in respect of the Space as advertised by the Provider through any other channels;
- it shall respond to any and all enquiries or requests to book any Space made by Wonderspace on behalf of the Client promptly and with all the necessary information outlined in Paragraph 6 of these Terms;
- it shall promptly advise Wonderspace of any Licence Agreement and the terms therein once entered into with a Client;
- it shall promptly advise Wonderspace of any required change to the Fees due to Wonderspace in respect of the Space including all and any temporal and spatial extensions.

39. The Provider must also indemnify, defend and hold harmless Wonderspace against all losses that Wonderspace incurs or suffers however arising as a result of or in connection with:

- the Provider's breach of the warranties set out herein;
- the Provider's breach or negligent performance or non-performance of any obligations under these Terms; and/or
- any claim made by a Client or any third party arising out of or in connection with the provision of the Space by the Provider, to the extent that such claim arises

as a result of any breach of these Terms by, or the negligence of, the Provider or its staff or contractors, or a breach of any Licence Agreement with the Client;

- any claim made by any entity with an interest in a Space arising out of or in connection with any Listing or Licence Agreement.

40. Wonderspace requires that the Provider obtains appropriate insurance including but not limited to public liability coverage for all Spaces to ensure that its policies cover the acts and omissions of the Client when using the Space.

### Introductions and Fees

41. If Wonderspace has entered into an agreement with a Provider, accepting the Providers Terms and Conditions, the Providers fee structure is to take precedent over the Wonderspace fee structure set out in the table below. For the avoidance of doubt, the Provider agrees to abide by the remaining terms as set out in the [General Terms for Providers](#).

42. The Provider acknowledge that if it is contacted by Wonderspace on behalf of a Client in relation to a Space that this constitutes an introduction (“Introduction”). Once an Introduction has taken place, should the Client book a Space with the Provider within six months of any Introduction our Fee Structure will apply as outlined below:

Licence Agreement Term	Wonderspace Fee (in advance, complete)	Wonderspace Fee (in advance, monthly)
1-12 months	10% of total value of the Licence Agreement plus VAT	15% of total value of the Licence Agreement pro-rated and payable monthly in advance plus VAT
13-24 months	2% plus VAT	2% plus VAT
<24 months	0%	0%

### FEE STRUCTURE

43. For the avoidance of doubt, If new Space is added onto an existing Licence Agreement, the Fee structure will be applied to the new Space only.
44. Any requests by Providers to select an Agreement that includes monthly payments in advance will be subject to internal evaluation on a case by case basis and permitted at our sole discretion.
45. All Fees are to be paid upfront on completion of the Licence Agreement for the greater of, the equivalent of the minimum term of the Licence Agreement or the first 12 months of any Licence Agreement.
46. For the avoidance of doubt, should a Client sign and Licence Agreement with a Provider within six months of an Introduction by us, regardless whether a Space requested through Wonderspace is included, the Fees will be due and payable by the Provider.
47. Should a Client extend its Licence Agreement with a Provider or to include new Space, the Provider agrees to make payment in accordance with these Terms.
48. Should a Licence Agreement be terminated earlier than the initial fixed term, then the Provider shall be entitled to a pro-rata refund of the Wonderspace fee, provided that evidence of the termination of the Licence Agreement has been reviewed and approved by Wonderspace.
49. If a Licence Agreement is Terminated early in accordance with Paragraph 19, the six-month period following the Introduction of the Client to the Provider, in which the Fee Structure shall be payable to Wonderspace, shall begin afresh from the date of early termination by the Client.
50. If within 2 business days of an Introduction, the Provider proves to Wonderspace's reasonable satisfaction that it had been in contact with a Client prior to an Introduction, we will waive our Fee. The Provider agrees not to unreasonably reject any introduction.

## **Invoicing**

51. Our Fees will be raised immediately following execution of any Licence Agreement or an extension thereof. The Provider agrees to pay all invoices within 7 days of the invoice date.
52. If the Provider fails to make any payment of the Fees due to Wonderspace by the due date for payment, then the Provider shall be required to pay interest on the overdue amount at the rate of 8% per cent per annum above the Bank of England base rate as updated from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Provider shall pay the interest together with the overdue amount.



53. The Provider shall pay all Fees due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Wonderspace may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Provider against any amount payable by Wonderspace to the Provider.

54. In the event that the Client fails to pay the Provider for their use of the Space, the Provider shall still be required to pay the Fee. Wonderspace disclaims all liability for any unpaid fees for Space by the Client to the Provider.

### **Limitation of Liability**

55. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, otherwise, even if foreseeable, arising under or in connection with:

- any use of, or inability to use, our Website;
- any use of or reliance on any content displayed on our Website;
- any indirect, special or consequential loss, damage, costs, or expenses or;
- any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
- any failure to perform any the Services or any other obligations if such delay or failure is due to any cause beyond our reasonable control;
- any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- any losses arising directly or indirectly from any Licence Agreement with a Provider, including how they have met any Client's requirements or any Client's use of any Space leased by a Provider.

56. Wonderspace itself is not a party to any Licence Agreements or other any other arrangements entered into between Providers and Clients in connection with any Space, nor is Wonderspace an owner, lessor, licensor, manager, real estate broker, agent or insurer of any Space and has no other interest in property.

57. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

### **Confidentiality**

58. We undertake not to disclose any confidential information regarding the business of any Client or Provider to third-parties except as provided for under these Terms. However, we may disclose your confidential information:

- to our employees, officers, representatives, subcontractors or advisers who require such information for the purposes of carrying out their obligations under these Terms; or
- as may be required by the law of a court of competent jurisdiction or any governmental or regulatory authority.

## **General**

59. These Terms may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the Terms regularly to ensure familiarity with the then current version.
60. These Terms contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to these Terms.
61. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.
62. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.
63. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
64. These Terms shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## **Definitions:**

**Fee:** any and all charges invoiced by Wonderspace to a Provider following the execution of a Licence Agreement with a Client in respect of whom Wonderspace has made an Introduction, or following an extension of a Licence Agreement in whatever form.

**Licence Agreement:** an agreement for the use of any Space entered into by a Client and a Provider following an introduction from Wonderspace.

**Listing(s):** any listing on the Website uploaded by Wonderspace on behalf of a Provider.

**Quote:** a proposed quote for booking a Space provided by the Provider to a Client through Wonderspace.

**Space:** commercial office space for flexible or semi-permanent working.

**Terms:** these Terms and Conditions.

**Website:** Wonderspace's online platform and proprietary domain which can be located at [www.wonderspace.ai](http://www.wonderspace.ai).

**Wonderspace/ 'we' 'us' 'our':** the company that provides the Services and runs this Website being Wonderspace Property Limited with UK company registration number: **11499059**.