

The Entity 'Original Workspaces' Trading as SiGNAL will be referred to in the document as SiGNAL. SiGNAL will also represent any sub brand with in the organisation. These include but are not limited to SiGNAL BiZHUB, SiGNAL Village, SiGNAL HuBBUB, SiGNAL Storage, SiGNAL Workshop.

## **SiGNAL General –**

By joining the SiGNAL community, you agree to the following terms and Conditions anything listed under the Heading SiGNAL General applies to all SiGNAL Services unless otherwise stated under the service heading laid out in these terms and conditions. Under these headings you will find specific terms and conditions relating to that service which will be in addition to anything states under SiGNAL General.

### **Community Commitment**

In the vast majority of cases our members and residents are amazing individuals who get right behind everything we do at the SiGNAL and are a complete joy to work with. However, this is a legal document and necessarily needs to touch on the very rare negatives that we have experienced as a business community. Naturally, BiZHUB members and residents are expected to conduct themselves in a professional manner. Racism, sexism or gender discrimination are not tolerated at SiGNAL either on or off offline.

We always expect all our Members and residents to follow the SiGNAL code of ethics and behaviour and not to use the premises to cause any nuisance, damage, disturbance, annoyance or interference to the owners, occupiers or users of the premises or any nearby property.

SiGNAL reserves the right to remove any posts, comments or articles posted on platforms managed by SiGNAL without explanation or prior warning (although we would hope to give you a clear explanation)

Reception is closed at weekends and bank holidays and also closed for selected days over Christmas and New Year and Bank Holidays\*

Anyone entering the building must sign in and out in the visitors book every time they enter and leave the property for H&S reasons. As well as follow all legislation relating to the premises and to the health and safety of persons working at or visiting the site.

Use of kitchen with fridge and kettle is included.

\*Depending on restrictions during Covid-19 Pandemic reception may be relocated to one of the SiGNAL staff at home. Reception can always be contacted by email on [work@signalbordon.org](mailto:work@signalbordon.org) and by telephone on 01420 556335

### **GDPR and Data Protection**

#### **Filming and Photographs**

We respectfully request permission to film and photograph the events that you attend for marketing purposes. If, for any reason, you do not wish to be photographed please let a member of the team know PRIOR to attending any event. We may have already scheduled a photographer or videographer and can advise you in advance. It may not be possible to avoid recording you if you turn up on the day and insist on not being filmed or photographed.

## **SiGNAL Licence, Contract or Agreement - for SiGNAL Village residents and virtual office members**

This Licence, Contract or Agreement shall be exclusive to the Licensee and shall subsist (unless previously determined in a manner later stated) until 1 month after the date of signing whereupon it shall automatically come to an end unless further payment is then it shall be renewed for another month.

SiGNAL Licences, Contracts or Agreements are entered into on a monthly rolling contract with a one months notice period unless other stated on your contract.

The Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement. The licensee shall have no right to exclusive possession or exclusive right to any part of the premises.

If any provision of this licence, contract or agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this licence shall not be affected.

This Licence, contract or agreement is personal to the Licensee and shall not be capable of being assigned or otherwise disposed of other than by way of surrender to the Licensor.

We expect you to keep the premises in a clean and tidy condition and to make good any damage caused by the Licensee and to share the premises with other licensees and employees and agents of the Licensor.

In order for us to complete your licence, contract or agreement we will need the follow information from you.

1. Two forms of ID - one photographic and one proof of address (a Driving License and Passport is ideal)
  - a. A certified copy of the ID will be kept on file and will only be disclosed if requested by the Police, HM Revenue & Customs, Trading Standards or any other appropriate legal authority.
2. Your Full name, address and contact information
3. If you wish to have a second person named on the licence, contract or agreement they will also need to provide two forms of ID and their full name, address and contact information
4. The Name, registered address and contact information for the company
5. Account information for direct debit (sort code, account number and address the account is registered to)

Where two or more persons constitute the Customers all obligations shall be joint and several.

It is Your responsibility to notify Us of any change to home, registered or business address; or any change to directors or other named recipients of Mail in writing

Any changes to this Licence, Contract or Agreement will be recorded in writing to you and it is Our practice to ensure that such documents are signed on Our behalf by one of Our authorised signatories. The Licence, Contract or Agreement may not be amended or modified except in writing signed by an authorised representative of each party.

All our Licences, Contracts or Agreements shall be governed by English Law and You and We submit to the exclusive jurisdiction of the English courts.

f any part of these terms of business shall be found by any court to be invalid, the invalidity should not affect the remaining conditions and the parties shall attempt to substitute therefore invalid condition having as near the same effect as the invalid condition as shall be legally permissible.

### **Security Deposits**

This is the amount stated on your agreement with us, unless otherwise stated on your agreement the standard deposit is equal to one months fees. This will need to be paid by you either prior to move in or on the day of move in or contract completion.

Should you require a key(s) and Alarm fob to the building you will be required to pay an addition security deposit. This amount will be stated on your agreement and will be payable for each key(s) set you require. Should the key(s) and Alarm fob be lost and/or stolen, and lock and key replaced, this will be at Your cost. If key(s) is not returned on termination the key deposit will be retained by Us. If You lose the Key or fail to return it to Us on termination of this Agreement, you will forfeit the Key Deposit and immediately pay to Us a further Key Deposit.

Should you cause any damage to the Site or its facilities or to the Property of Us or any other resident on the Site You must reimburse to Us the reasonable costs which We incur in making the necessary repairs or restoration.

If however, in Our reasonable opinion, We consider that repair or restoration of the item would not be an effective way to remedy the damage caused, We will ask You to reimburse to Us the costs of such replacement. Such reimbursement will be sought through legal proceedings if not reasonably resolved. Please note that if this Agreement terminates and if at the Termination Date You have not reimbursed to Us Our reasonable costs of repair, restoration or replacement (whichever is the most appropriate in the circumstances), We shall be entitled to withhold from any Deposit which You have paid to Us such repair, restoration or replacement costs which We consider are reasonable.

### **Payment**

All SiGNAL Services must be paid in full in advance.

Payment is by Go Cardless direct debit on the 1<sup>st</sup> of every month. You will receive an automated invoice on the 26<sup>th</sup> of each month for the coming payment.

If we cannot collect payment from you within thirty days of due date we will try and contact you to rectify. We may immediately, without notice to You, withdraw any further discounts, or financial benefits or business services. If we cannot resolve the issue in 30 days a late fee will be added to your account for either 10% of your monthly charge or £5 which ever is greater and your service will be terminated.

If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, SiGNAL without prejudice to other remedies shall: have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and in respect of all unpaid debts due from the customer have a general lien on all goods and property in possession (whether worked on or not)

and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

### **Fees**

We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. If You do not agree with the level of the new Fees under this Agreement, You may serve notice on Us to terminate the Agreement.

SiGNAL reserves the right to apply a % increase of between 1% - 10% to your monthly payment by way of 30 days written notice.

If you are on a monthly rolling your price can be reviewed after six months

If you are on a fix term, then your price will be reviewed at the end of your term.

If you have a discount on your account, this can be removed by SiGNAL at any time with out written notice.

### **Quotes and Estimates**

All Quotes and Estimates are valid for 30 days from the date shown on the quote or date email was sent.

### **Right to Access**

You agree to allow Us and Our agents and contractors to enter the Office, Workshop, Mailbox or Unit and if necessary We may break the lock to gain entry

We will give You not less than seven days' notice so that We may inspect the Office, Workshop, Mailbox or Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site and You fail to grant Us access to the Unit when requested; at any time without notifying You, if We reasonably believe that the Office, Workshop, Mailbox or Unit contains any items described in as not being allowed or is being used in breach of your agreement or such entry is effected incidental to the exercise of Our powers; If We are required to do so by the Police, Customs & Excise, Fire Services, Local Authority or by a Court Order; for any purpose, if We believe it is necessary in an emergency; to prevent injury or damage to persons or Property; or if We reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or Property. Where We have exercised Our rights to enter the Office, Workshop, Mailbox or Unit and in doing so We have broken Your lock, We will ensure that on Our leaving of the Office, Workshop, Mailbox or Unit it has been secured by means of a replacement lock for which You will be provided with the keys.

Any person having possession of Your Key or Your door entry code (if 24 hr store) is deemed to be authorised by You and We will not be bound to enquire into the authority of such a person. We will not be liable to You for any loss or damage whatsoever and howsoever arising in the event that the Key is in fact in the possession of an unauthorised person.

### **Termination of Contract or Membership**

Unless otherwise stated on your contract, all SiGNAL services are subject to a one months' written notice period. This can be provided to us either by email or in the post. When notice is given it will take affect from the first of the following month.

SiGNAL reserves the right to give immediate notice to the Licensee if its code of ethics and behaviour or any of the terms of this licence are breached.

After Termination, any items left in the building will be deemed as abandoned and will be disposed of.

### **Deposit and room booking Refunds**

SiGNAL does not hold any of your account information. Once you terminate your service with us if there is a deposit or refund to be refunded you will need to provide us with your account number and sort code in order for us to arrange the monies to be returned to you (without interest) less any amount we may reasonably deduct to cover: any obligation to Us which you have not performed; and/or any of Our Fees (together with any interest due on outstanding payments and/or Late Payment Fee due) which have not been paid and/or to cover the cost of repair for any damage that may have been caused. Refunds can take up to 30 days to be processed.

### **Intellectual Property Rights (IPR)**

All IPR in any materials supplied as part of your membership will remain the property of SiGNAL. Any rights or entitlement to use the "SiGNAL" or sub brands logo as part of your membership whether as part of an email sign off or in any other way is permitted. This is limited strictly to any period of paid for membership and will terminate immediately on breach of any provisions of this agreement or termination of membership. We think it reasonable to ask that BiZHUB members and residents do not replicate or reproduce printed materials provided by SiGNAL without prior consent from The SiGNAL BiZHUB.

### **Fair Use Policy**

This is not a guarantee and there may be times where you might not be able to use to room or service but SiGNAL will endeavour to make sure that if your request is not possible that a suitable alternative is made. Printing is Limited to 100 sheets of black and white printing per month. Anything over and above that will be charged.

### **Liability**

Except in the event of personal injury or death caused by the Company's negligence, the Company shall not be liable to the Customer or any of its officers, agents, employees, invitees, Agreement holders or visitors for any damage, destruction, inconvenience or financial or consequential loss which may be caused by reason of the failure, stoppage, leakage, bursting or defect of any water, sanitary, gas, electricity or other apparatus or by reason of a breakdown or defect of any plant or machinery in the Site or serving the Site or due directly or indirectly to the act neglect or default of any other occupier for the time being of the Site.

### **Dispute resolution**

All disputes, differences or questions arising out of these terms of business or as to the rights and liabilities of the parties hereto or as to the construction or interpretation hereof shall be referred to the decision of a single arbitrator to be agreed between the parties or in default of agreement to be appointed at the request of either party by the President for the time being of the Chartered Institute of Arbitrators. The arbitrator shall act as an expert whose decision (including as to costs) shall, except in the case of manifest error, be final and binding on the parties.

## **BiZHUB**

### **Members Own Events**

We do ask, as a matter of courtesy, that members and ex-members do not hold competing events at the same time as the events of the BiZHUB without the prior written agreement of SiGNAL. Competing events are nearby events that are marketed to other BiZHUB members or residents and have a business content.

In return, the SiGNAL BiZHUB agrees to support events that Hub members arrange and, where possible, promote these to our database.

In the very unlikely instance of a Hub event being postponed or cancelled no refunds will be provided.

### **Membership Benefits**

What is provided to you as a Premium Member?

Access to:

- Unlimited access to weekly Bordon meetings
- Access to our members-only Facebook group
- Access to all Past talks, workbooks and knowledge bank through the members area on the website.
- Useful business resources and support 24/7
- Regular member-only events
- Occasional sharing of your offers across our social media channels
- Your photo displayed on The SiGNAL BiZHUB Members board and website
- Your Business Growth Plan – a Bespoke Business Growth Plan
- Quarterly catch ups with a member of the team to check progress of your goals and set new ones.
- Free use of SiGNAL Board Room (fair use policy applies)
- Free black and white printing (fair use policy applies)
- The opportunity to build strong business connections at the Hub and through other members contacts and grow a supportive network of business friends that understand your challenge

### **Office Space**

The Licensee is entitled 20% off Meeting rooms hire subject to availability and free car parking is available upon the display of a permit.

On the determination of this Licence for whatsoever reason to vacate the premises and leave the same in a good clean wholesome and tidy condition subject to reasonable wear and tear.

As an office customer you are permitted to have post and deliveries sent to SiGNAL. please be aware that if these are sent outside of working hours there will be no one to receive or sign for them. We accept no liability for any Loss or Damage to any post of packages that we receive on your behalf. These are sent at your own risk.

You must not to use the address of the site as Your company registered address, you can do this if you have a mailbox contract.

We will accept post and deliveries on your behalf under the following conditions

You will indemnify Us against any expense, liability, loss, claim or proceedings incurred by Us arising out of or in the course of Your use of the Mailbox or items deposited in the Mailbox.

You hereby authorise Us and any of our representatives to sign at their discretion and on Your behalf for any deliveries addressed to Your Mailbox address.

We shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.

## **Desk Hire**

Licensees are entitled to use of the desk space unless the space is needed for events in which case alternative desk space will be provided.

The Licensee is entitled 20% off Meeting rooms hire subject to availability and free car parking is available upon the display of a permit.

Not to display signs and notices without prior authorisation from SiGNAL

On the determination of this Licence for whatsoever reason to vacate the premises and leave the same in a good clean wholesome and tidy condition subject to reasonable wear and tear.

As an Desk Hire customer you are permitted to have post and deliveries sent to SiGNAL. please be aware that if these are sent outside of working hours there will be no one to receive or sign for them. We accept no liability for any Loss or Damage to any post of packages that we receive on your behalf. These are sent at your own risk.

You must not to use the address of the site as Your company registered address, you can do this if you have a mailbox contract.

You will indemnify Us against any expense, liability, loss, claim or proceedings incurred by Us arising out of or in the course of Your use of the Mailbox or items deposited in the Mailbox.

You hereby authorise Us and any of our representatives to sign at their discretion and on Your behalf for any deliveries addressed to Your Mailbox address.

We shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.

## **Coworking**

This is a free service offered by signal and is on a first come first serve basis. If you want to guarantee your spot you would need to set up a hotdesking or desk hire contract.

## **Hotdesking**

Licensees are entitled to use of the desk space unless the space is needed for events in which case alternative desk space will be provided.

The Licensee is entitled 20% off Meeting rooms hire subject to availability and free car parking is available upon the display of a permit.

Not to display signs and notices without prior authorisation from SiGNAL

On the determination of this Licence for whatsoever reason to vacate the premises and leave the same in a good clean wholesome and tidy condition subject to reasonable wear and tear.

## **Meeting Room Hire**

After a booking has been made, you will receive an invoice for your room hire. In order to secure your room booking payment must be made prior to the date you have requested. Should you not make payment before hand your booking will not be confirmed and cancelled.

### **Cancellation of room booking**

Should you wish to cancel your room booking you can do so either by calling our reception or sending us an email. Cancellations made One week or more prior to the event will be refunded in full. Any cancellations made with in 7 days of the event will receive a refund of 50% of the room booking. Should you wish to postpone your room booking to a new date you can do this by calling our reception or sending us an email. Should you do this within 7 days of the event and then cancel no refund will be given.



## **Workshop Space – Permanent**

The Licensee is entitled 20% off Meeting rooms hire subject to availability and free car parking is available upon the display of a permit.

Not to display signs and notices without prior authorisation from SiGNAL

On the determination of this Licence for whatsoever reason to vacate the premises and leave the same in a good clean wholesome and tidy condition subject to reasonable wear and tear.

As an Workshop Space customer you are permitted to have post and deliveries sent to SiGNAL. please be aware that if these are sent outside of working hours there will be no one to receive or sign for them. We accept no liability for any Loss or Damage to any post of packages that we receive on your behalf. These are sent at your own risk.

You must not to use the address of the site as Your company registered address, you can do this if you have a mailbox contract.

You will indemnify Us against any expense, liability, loss, claim or proceedings incurred by Us arising out of or in the course of Your use of the Mailbox or items deposited in the Mailbox.

You hereby authorise Us and any of our representatives to sign at their discretion and on Your behalf for any deliveries addressed to Your Mailbox address.

We shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.

## **Workshop Space – Daily Bench Hire**

To Be Confirmed...

## **Mailbox**

We will receive on Your behalf from the Royal Mail or any statutory or other body authorised from time to time by law to operate a mail delivery service all pre-paid Mail addressed to the Your Mailbox and will deposit the same in Your mailbox.

SiGNAL will receive on Your behalf items of Mail sent to Us by special, registered or recorded delivery mail, provided that if You refuse to accept any such items, You will pay any costs or fees associated with its refusal or return.

SiGNAL will receive items requiring cash on delivery, subject to You making advance arrangements for their receipt and payment by You to Our satisfaction.

If requested by You, We will forward Mail to an address nominated by You on an agreed basis. For this Mail Forwarding Service You will pay a Mail Forwarding Fee in such sum as We may notify to you from time to time

Packages and oversized mail received addressed to You will be held for 24 hours at no extra charge, after which a Large Mail Fee in such sum as We may notify to You from time to time will be levied per item held, per day or fraction thereof. The cost of this will be £5 per day Per Package.

You hereby authorise Us and any of our representatives to sign at their discretion and on Your behalf for any deliveries addressed to Your Mailbox address.

You will not use the Mailbox Service for any illegal, immoral, obscene or defamatory purpose and if You do so You acknowledge that We may report the same to the police or any other relevant authority; not to send or deliver or cause to permit to be sent or delivered to the Mailbox any illegal, defamatory, obscene, dangerous or bulky object or material; and not to cause any damage to the Mailbox. If it appears to Us that You are in breach of these conditions, We shall be entitled to terminate the Mailbox Service with immediate effect. In this instance there will be no refund of Our Fees.

We may in our absolute discretion refuse to accept delivery of, or arrange to forward, any item for any reason.

You will indemnify Us against any expense, liability, loss, claim or proceedings incurred by Us arising out of or in the course of Your use of the Mailbox or items deposited in the Mailbox.

You hereby authorise Us and any of our representatives to sign at their discretion and on Your behalf for any deliveries addressed to Your Mailbox address.

We shall not in any event be liable for any indirect or consequential loss, including loss of profit, however it may arise, nor for any liabilities, costs, claims, demands or expenses arising from any event beyond its control including, but not limited to, any loss, damage, delay or mis delivery on the part of the Royal Mail or any other body operating a mail or parcel delivery service.

## **Storage**

Unit sizes are approximate only and supplied to You for information purposes. You have been given an opportunity to inspect the Unit prior to entering into this Agreement and You have agreed to Our Fees associated with the Unit.

### **Your Rights to use the Unit**

So long as Our Fees are paid up to date We licence You but no other person:- to use the Unit for the storage of Property and for no other reason, specifically no manufacturing, in accordance with this Agreement from the Commencement Date until this Agreement is terminated; and to have access to the Unit at any time during the access hours only for the purposes of depositing, removing, substituting or inspecting the Property and the Unit. No access to the Unit will be permitted for any other purposes outside access hours. We may change the access hours at any time on giving You not less than fourteen days advance warning of changes in access hours by notices on Site, but in the case of emergency, We reserve the right to change access hours to other reasonable access times without giving You any such prior notice.

Only You and persons authorised or accompanied by You will be allowed to have access to the Unit. Any such person is Your agent for whose actions You are responsible and liable to Us and to other users of Units on the Site. On commencement of this Agreement, You shall provide Us with satisfactory proof of identity for both Yourself and Your agents. This is in the form of a Passport or Driving Licence, plus a current utility bill. The staff of the Site can advise on other acceptable forms of identification. We shall be entitled to take a copy of such proof and retain it on Our files. You may withdraw any authorisation at any time but the withdrawal will not be effective until We receive it in writing. When using the Site, We may ask for proof of identify from You or any other person at any time (although We are not obliged by this Agreement or otherwise to do so) for the purpose of crosschecking this with Our files. We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We reasonably consider that the safety of any person on the Site, or the security of the Unit or its contents, or other Units or their contents will be put at risk.

### **No tenancy or exclusive possession of the Unit**

This Agreement shall not create a tenancy or constitute Us as bailees of Property and it shall not confer upon You any right to exclusive possession of the Unit or any alternative Unit.

### **Locks**

You are responsible at all times for the safe custody of all Your keys or combination(s) to Your locks which You placed on the Unit. We will not be responsible for locking any unlocked Unit. You should not leave Your key with or permit access to Your Unit to any person other than Your own agent who is responsible to You and subject to Your control. You may only use one padlock to secure the Unit clasp; never multiple padlocks or any other form of lock.

### **Ownership of the Property stored in the Unit**

You confirm that throughout this Agreement, the Property in the Unit from time to time is Your own Property or that the person who owns or has an interest in them has given You irrevocable authority to store the Property in the Unit on the Terms and Conditions in this Agreement and that You act as a duly authorised agent of any such person. If Your confirmation is or becomes untrue, You shall

reimburse Us an amount equal to any loss or damage suffered by Us as a result of Your confirmation regarding the true ownership of the Property being or becoming untrue, and Our damages shall include any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any claim, step or action taken by any person who owns or has an interest in the Property or claims to do so.

### **Our Right to refuse entry to the Unit for safety reasons**

We reserve the right to refuse to permit You to store any Property or require You to collect any Property from the Unit if in Our reasonable opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such Property.

### **Restrictions on the type of Property which can be stored in the Unit**

You must not store (and You must not allow any other person to store) any of the following in the Unit:-

- food or perishable items unless securely packed so that they are protected from and do not attract vermin;
- birds, fish, animals or any other living creatures;
- combustible or flammable materials, gasses or liquids such as paint, petrol, oil or cleaning solvents;
- firearms, explosives, weapons or ammunition;
- chemicals, radioactive materials, biological agents;
- toxic waste, asbestos or other materials of a potentially dangerous nature;
- any item which does or could emit any fumes, smell or odour;
- any illegal substances, illegal items or Property illegally obtained;
- compressed gases; or
- any bullion, coins, money and securities;
- antiques and fine art, jewellery and precious stones, unless specifically agreed with Us in writing, in advance of storing such

### **Things You must not do**

You must not (and You must not allow any other person to) with out prior consent from SiGNAL:- use the Unit or do anything on the Site or in the Unit which may be a nuisance to Us or the users of any other Unit or any person on the Site; use the Unit as offices or living accommodation or as a home or business address, use the address of the Site or the Unit for receiving or sending mail, or use the address as Your company registered address; spray paint or do any mechanical work of any kind in the Unit; attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit; connect any electrical appliances to any power supply in the Unit or on the Site generally; any such actions must receive written approval from the Store. If approved, the appliance must have been tested in accordance with current legislation and a valid copy of the certificate is to be provided to the store manager at the Site; allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit; leave anything, particularly rubbish or unwanted items, in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site; You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas; connect or provide any utilities or services to the Unit.

## **Things You must do**

You must (and You shall procure that Your agents must):- use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the Property of Us or any other Unit users or other persons on the Site; refrigeration equipment should be defrosted and along with washing machines, left dry and with the door open to allow for ventilation and prevent mould; all mechanical equipment such as motorbikes, cars or lawnmowers must be cleaned and drained of petrol or oil and garden furniture must be clean and dry, before storing; inform Us immediately of any damage or defect to the Unit; act in a socially responsible manner and observe all reasonable rules and regulations regarding Your conduct of the Site, the safety and security of the Unit and Site, Fire Regulations, Health & Safety notices, Prohibited Property notices and any other notices issued by Us and / or posted at prominent locations on the Site from time to time or to which You may be directed while on Site by any of Our employees, agents or contractors. Exceptional situations necessitating the removal of Your Property to an alternative Unit or Site

We may at any time by giving You seven days' written notice require You to remove the Property from the Unit to another unit specified by Us which shall not be smaller than the current Unit. Where We have requested You to move to another Unit, You should provide Us with a statement of the anticipated costs, which You will incur in removing the Property to another Unit, in advance of doing so, and provided that these are reasonable, We will either pay these costs, on Your behalf, directly to such third party as You may instruct to move the Property to the other Unit or at Your option, We will pay to You an amount equal to such costs or arrange removals on Your behalf. If You do not wish to move to another Unit and continue with this Agreement, You may serve notice on Us to terminate the Agreement.

if We have asked You to move to an alternative Unit, and You have failed to move the Property when required to do so or in the case of an emergency when We may require Property to be moved without giving You any notice, You will allow Us to move the Property to any other Unit at the Site or, in extreme cases, where it is not reasonably possible or practicable to identify another Unit at the Site, to the nearest available site at Our own cost. We will use all reasonable efforts to ensure that any disruption to You is kept to a minimum.

If We have moved Your Property either because You have failed to move all of them when required to do so, or in the event of an emergency, We will not acquire any interest in or right to Your Property or otherwise be responsible for the Property which will be held by Us at Your risk. We will not be liable to You for any damage to any lock which We remove pursuant to Clause 11.1, nor for the cost of its replacement, nor for any loss or damage to the Property, unless We have wilfully or negligently caused such loss or damage. If the Property is moved to an alternative Unit, this Agreement will be varied by the substitution of the alternative Unit number but shall otherwise continue in full force and effect Our Fees at the rate set out in the Storage Agreement will continue to apply to Your use of the alternative Unit and We will continue to collect the total Insurance Costs and Our Fees for arranging and administering any insurance arranged and administered by Us in connection with this Agreement.

## **Late payment / non-payment of Our Fees**

The prompt payment of each and every sum whether invoiced or not, owing from You to Us from time to time under this Agreement ("Your Debt") is an extremely important part of this Agreement, and if You fail to pay any sum owing under this Agreement on the Due Date for such sum, We shall seek to recover the outstanding sums owed by You to Us together with; we are entitled to continue to charge You, and You shall pay Us, fees and charges at the same rates as under this Agreement

from the date Your Debt becomes due until payment is made in full or the Property is sold or disposed of.

### **Our Duties to You in the event of late payment / non-payment**

In default of Prompt Payment of Your Debt:- We are relieved of any duty howsoever arising in respect of the Property, except for any loss or damage to the Property caused wilfully or negligently by Us and Our agents and contractors; and the Property is held solely at Your risk and will continue to be at Your risk even where the rights described below are exercised.

### **Our Rights to sell-off Property to recover payment**

In default of Prompt Payment of Your Debt, We shall be entitled to:- keep hold of some or all of Your Property until We have received payment in full of all the charges You owe Us and You shall pay Us fees and charges at the same rates as under this Agreement or if this Agreement has been terminated at the rate payable immediately prior to termination, see Clause 15.4. If You pay Us by cheque, We shall not be considered to have received payment, until the cheque has been paid by Your bank; or exercise immediately the rights described below in Clause 17.4 and sell such of Your Property as is necessary for Us to recover payment of Your Debt in full.

If We decide to exercise either of Our rights, You authorise Us:- to refuse You and Your agents access to the Property, the Unit and the Site; to enter the Unit and if necessary break Your lock to gain entry; to secure the Unit with Our own lock in addition to or as an alternative to Your lock; to remove and retain the Property; and to ultimately dispose of some or all of the Property.

Before We sell the Property, We will give You notice in writing by registered or signed for delivery or email communication at Your address on the Storage Agreement or any address in England and Wales notified by You to Us in writing prior to Our notice, specifying the amount of Your Debt, administration & collection costs at the date of the notice and directing You to pay. If payment is not made within seven days after the date of the notice, We will sell the Property. We will not give You any further notice of any intended sale. We will sell the Property by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale and administrative charges relating to the debt collection and auction / disposal of Your Property. We will use the proceeds of the sale to pay first the costs incurred by Us in the sale of the Property, administration costs and any balance will be held for You. Interest will not accrue to You on the balance.

If the proceeds of sale are insufficient to discharge the costs of sale incurred by Us and Your Debt without deduction, You must pay any balance outstanding to Us within seven days of a written demand from Us which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You.

If the Property cannot be sold for a reasonable price or at all (for any reason whatsoever), or despite Our efforts they remain unsold, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.

### **Insurance of the Property**

We do not insure the Property. Storage of Property in the Unit is at Your sole risk.

You promise and assure Us:- that prior to bringing the Property onto the Site You have insured or will insure the Property against all Normal Perils, as stated in Clause 19.2.2 and provide proof of said cover under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Property or any of them remain on the Site. The Property is stored at the sole risk and responsibility of You who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Property caused by Normal Perils. Normal Perils shall be defined as loss of or damage to Property caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, moth, insect and vermin, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, terrorism, malicious damage, and impact by vehicles; and we exclude all liability in respect of (a) loss or damage to Your business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Property or any claim for return of the Storage Fees except where this results from Our negligence or breach of contract, in which case Our liability to You will be limited to the sum of One Hundred Pounds (£100) in total.

The insurance cover will not be for a sum which is lower than the true replacement value of the Property stored in the Unit from time to time; and if You use another insurance provider, other than certain underwriters at Lloyd's, You must supply the store manager at the Site with a letter from the provider, outlining the insured value, period of cover and perils covered. If You do not comply by providing proof of Your own insurance after reasonable requests by Us, We will apply a charge to Your account relative to the value stated on the Storage Agreement.

We do not give any advice concerning such insurance and it is for You to make Your own judgement whether such insurance is appropriate to cover the Property and risks to them.

#### **Our general liability to You**

Our entire liability to You under this Agreement (including as a result of Our breach of this Agreement and/or negligence by Us, Our agents and/or employees), shall not exceed the true total replacement value of the Property set out in the Storage Agreement.

You should note that We exclude all liability to You in respect of:- loss or damage relating to Your business, if any, including but not limited to, lost profits, business interruption, loss of goodwill or reputation, and loss of future profits or business, regardless as to how such loss or damage was caused; loss or damage to the Property which does not arise as a direct consequence of any breach of this Agreement by Us or any deliberate or negligent act or omission on Our part; and/or loss or damage to the Property which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused.

You promise and assure Us that:- You have confirmed by signing the Storage Agreement the true total replacement value of all the Property; the aggregate value of the Property stored in the Unit from time to time will not exceed that value, unless specifically agreed otherwise with Us; and this promise/assurance is repeated by You to Us at each Due Date.

We do not exclude liability for physical injury to or the death of any person and which is a direct result of Our negligence or wilful default or that of Our agents and/or employees.

#### **Your general liability to Us**

You will reimburse Us an amount equal to all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our servants, or agents or which We have incurred towards

other unit users or persons on the Site as a result of any improper or unauthorised use of the Unit or the Site by You or any of Your servants, agents or invitees or which arise out of Your negligence or the breach of this Agreement by You.

#### **Circumstances beyond either Our Control or Your Control**

In the event of circumstances which are outside Our reasonable control and their consequences, We do not agree and are not obliged by this Agreement to maintain the safety or security of the Property, the Unit or the Site in order to keep the Property free from damage or loss. Neither You nor We shall have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from circumstances beyond the reasonable control of that party. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any Unit including the Unit or the Site by, or arrest or seizure or confiscation of Property by competent authorities.

#### **Your duty to inspect the Property on removal from the Unit**

You agree to examine the Property carefully upon removing it from the Unit and You must notify Us at the time of discovery of the loss of or damage to Your Property or at the time of removal of Your Property from the Unit, whichever is the soonest. Any delay in reporting losses or damages to Property to Us could make it more difficult for Us to deal with Your claim.



## **Car Parking**

Subject to the Clauses set out below, the Company hereby grants the Customer the right (but not the exclusive right) to use the Parking Space on the Site together with the right in common with the Company and others so entitled to pass over and through the entrances, roadways and paths leading to and from and of the Site ('the Access Ways') during the Access Hours for the purposes of access to and from the Parking Space from the date hereof until this Agreement shall determine or be terminated as herein provided on the Terms and Conditions herein appearing and set out.

### **Your Obligations**

Ensure that the Vehicle is roadworthy, taxed and insured and a copy of the insurance certificate given to the site manager. You must notify Your insurer that You intend to use the Parking Space and You must confirm to the site manager, that they have agreed to cover it whilst on Site. You are notified that You park the vehicle at Your own risk and that the Company is not liable for any consequential loss incurred by You.

Not act in a way which will or is likely to result in the insurance of the Site being void or voidable, or in the premium for it being increased. Not use the Parking Space for any purpose other than as a parking space for the parking of one Vehicle only. Immediately give to the Company details of the name of the owner and driver of the Vehicle and notify the Company prior to any change in such details. Not use the Parking Space or any part of it nor allow anyone else to carry out activities which are dangerous, offensive, noxious, noisome, illegal or immoral or which are or may become a nuisance to the Company or to the owner or occupier of any neighbouring property. Not interfere with or otherwise obstruct the Company's rights of possession and control of the Parking Space. Observe and comply with all rules and regulations from time to time made by the Company for the good management of the Site. Not purport to or attempt to assign or otherwise dispose of this Agreement and not permit the use of the Parking Space by any other person(s) or for any other vehicle whatsoever.

At all reasonable times allow the Company or its agents or work people to gain access to the Parking Space. Not leave any obstruction nor deposit or permit to be deposited any waste, refuse or rubbish in any part of or anywhere in or on the Parking Space or the Site. Not permit or suffer to be done anything which would or is likely to cause the Company to be in breach of the covenants on its part contained in the lease of the Site. Not obstruct the Access Ways. Not cause any damage to the Parking Space or any other parking space or the Site or its facilities or to the property and possessions of the Company or any of its other customers. If the Customer does cause any damage, it shall inform the Company immediately and shall (at the Company's option) repair, restore or replace any such damage or damaged item or reimburse the Company's costs in making any necessary repairs, restoration or replacement. To park the Vehicle within the markings of One Parking Space, failing which additional Agreement Fees may be payable by the Customer for the additional Parking Space used.

### **Our Rights to Dispose Goods to Recover Debt**

In default of prompt payment of Your Debt on the Due Date or any late payment fee on the Due Date which follows the imposition of such fee, You authorise Us to exclude You from the Site and from the Parking Space. If the Company exercises its right to exclude the Customer from the Site and the Parking Space, this shall not affect the Customer's obligation to pay any unpaid or future Fees. In such circumstances, the Customer will be permitted access to the Site and the Parking Space on payment of all unpaid Fees. If any part of the Fees are still outstanding after 42 days from the first

unpaid rental due date, the Company will give the Customer written notice that it will remove the Vehicle from the Parking Space. The charges relating to the removal of the vehicle will be added to the outstanding debt. We will not give you any further notice of any intended disposal; Should we have to dispose of the Vehicle on the Customer's behalf by the best method(s) reasonably available, taking into account the costs of and administrative charges relating to the debt collection and disposal of Your Vehicle; You authorise Us to treat the Vehicle as abandoned and dispose of it at Your cost. These terms are additional to and without prejudice to all or any rights You or We may have at common law or otherwise.

### **Alternative Parking Space**

This Agreement shall not confer upon the Customer any exclusive right to possession of the Parking Space and the Company may at any time by giving the Customer 72 hours prior written notice require the Customer to move the Vehicle from one Parking Space to another Parking Space specified by the Company.

### **General**

Since the Customer is obliged to effect insurance of the Vehicle, the Company shall not be liable for any loss or damage to the Vehicle whilst it is located in the Parking Space or the Site, whether or not the loss or damage is due to any act, omission or negligence by the Company or any of its servants or agents or other customers.

The entire liability of the Company under or in connection with this Agreement shall not in any event exceed the Value of the Vehicle stated on the Parking Agreement. The Customer shall indemnify and hold the Company harmless against all claims, demands, liabilities, damages costs and expenses incurred by or arising out of the use of the Parking Space or the Site by the Customer, his servants, agents, contractors or invitees.

## **SIGNAL HuBBUB**

### **General**

“Authorized Representatives” means in the case of SIGNAL HuBBUB, any director, and in the case of the Client, any director, partner or sole proprietor.

“Client Data” means all information collected or developed by (a) Client regarding customers or (b) SIGNAL regarding Client customers (but only in their capacity as customers), including, under each of the clauses (a) and (b) of this definition, location-based information, phone or other identification numbers issued to customers, electronic serial numbers, IP addresses when associated with individuals, customers’ personalisation information and automatic number identification information, content created, owned or stored by customers.

“Confidential Information” means (a) the Agreement and the discussions, negotiations and proposals related to the Agreement, (b) any information exchanged in connection with the Agreement concerning the other party’s or its Affiliates’ business, including without limitation tangible, intangible, visual, electronic, written, or oral information, whether received directly or indirectly from the other party, its Affiliates or, in the case of Client, from Client’s customers, and (c) in the case of Client, Client Data.

“Damages” means any and all damages, fines, penalties, deficiencies, losses (including diminutions in value), liabilities (including settlements and judgments), costs and expenses (including interest, court costs, fees and expenses of attorneys, accountants, and other experts and professionals or other fees and expenses of litigation, or other proceedings, or of any claim, default, or assessment).

“Indemnified Party” means a party seeking indemnification pursuant to Section 11.0.

“Indemnifying Party” means a party obligated to provide indemnification pursuant to Section 11.0.

“Indemnitee” means each party and its Affiliates (including any Affiliate that has been subsequently divested) and their respective directors, officers, agents, employees and customers who may be entitled to indemnification pursuant to Section 11.0.

“Intellectual Property” means patents and all filed, pending or potential applications for patents, trade secrets, copyrights, trademarks, trade names and all other similar rights.

“The Services” means any contracts for the provision of design consultancy services to the Client of whatsoever nature, including the Materials.

“The Sub Contractor” shall mean exhibition display organisers, bureaus, printers and other suppliers engaged by SIGNAL.

“Materials” shall mean design visuals, disc located digital reproduction/artwork, films, display material, printed items, digital media and all matter analogous to the above.

“Work Product” means all works of authorship ideas, inventions, designs, creations and deliverables prepared or developed for Client or for Client’s Affiliate by, or for, SIGNAL under these terms..

### **Contract**

SiGNAL HuBBUB is a 6 Month minimum contract.

### **Copyright and work product**

SiGNAL will promptly disclose and hereby assigns and agrees to assign to Client all right, title and interest in the Work Product as they arise, including all copyrights, patent rights, mask work rights, trade secret rights, and other intellectual property and proprietary rights in the Work Product to secure intellectual property protection, including assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title.

SiGNAL retains ownership of its previously developed items. If the Work Product includes previously developed items, SiGNAL grants to Client and its Affiliates a worldwide, unrestricted, fully paid-up, perpetual, irrevocable, transferable license to make, have made, use, market, import, distribute, copy, modify, prepare derivative works of, perform, display, disclose and sublicense such items. This license applies to third parties, including contractors, agents, customers and the public, in connection with the business of Client and its Affiliates.

At no additional charge, SiGNAL will provide reasonable assistance to Client and SiGNAL will pay SiGNAL Personnel any compensation due in connection with the assignment of any intellectual property or invention. SiGNAL warrants to Client that SiGNAL Personnel are subject to agreements that will secure Client's rights under this Section.

Unless otherwise agreed in writing by the parties, the Work Product will not contain any notices or terms that purport to reserve the rights of SiGNAL or third party in the Work Product, that limit use, copying or distribution of, or rights to the Work Product of Client or its Affiliates or that conflict with, supplement or modify any provision of the Agreement. The Work Product will be, and will be designated as, Confidential Information of Client, and, if provided in documentary form, will contain the words "Confidential Information of Client" in the footer of each page.

### **Client's property**

SiGNAL must return to Client property owned or provided by Client that is no longer needed to perform its obligations under the non-terminated portions of the Agreement within 15 days of the termination or expiration of the Agreement, all such owned or provided property possessed or used by an SiGNAL Personnel within 48 hours after that SiGNAL Personnel's assignment under this Agreement ends for any reason, and at any time upon request by Client. SiGNAL is responsible and must account for all property owned or provided by Client, and bears the risk of loss while the property is in SiGNAL's possession. Such property may only be used in connection with SiGNAL's performance of its obligations under the Agreement. Client may inspect any agreements and associated records, including, without limitation, invoices, by which SiGNAL acquires such owned or provided property. SiGNAL acknowledges that it has no implied license to use such owned or provided property other than for the benefit of Client as contemplated under these terms.

### **Variations**

Variations to these Terms shall only be permissible if agreed in writing by Authorised Representatives of the parties.

### **Illegal matter**

SiGNAL shall be under no obligation to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.

### **Liability for loss or damaged goods**

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to SiGNAL and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to SiGNAL and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to SiGNAL within 28 days of delivery. SiGNAL shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Client proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

### **Client's obligations**

The Client undertakes to do the following:

Give clear and precise instructions and in respect of matters important to the Client, these must be confirmed in writing.

To pay in full, within 3 days of receipt of an undisputed invoice, each and every invoice or as otherwise detailed in any Estimate; in default, SiGNAL reserves the right to charge interest from the invoice date at the rate of 2 percent over the base rate, providing there is no dispute between the parties with respect to the invoice content.

The Client is to adhere to any agreed interim or stage payment billing and payment agreement as agreed between the parties from time to time.

### **Standard terms**

SiGNAL will use reasonable endeavours to comply with the Printing Industry's Best Practice documents and Codes of Practice provided from time to time and in the event of a conflict between those and these Terms, then these Terms shall prevail.

### **Estimates**

All prices quoted are dependent upon sight of relevant instructions, brief, copy, images, artwork and other such materials.

### **Timetable**

If a timetable is agreed between the parties, SiGNAL will only be expected to comply with the deadlines if the Client does likewise and in as much as the Client has not delayed or altered the brief in any way.

### **Risk of loss**

Risk of loss in the Materials shall pass to the Client on delivery.

### **Variations in quantity**

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of five percent for work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities over 50,000) the same to be charged or deducted.

### **Delay**

SiGNAL will use reasonable endeavours to comply with any date or dates for the supply of the Services and/or the Materials, save that unless the Contract otherwise expressly provides. Accordingly, the time of the supply of the Services or the Materials is of the essence of the Contract.

If SiGNAL shall be prevented or hindered from supplying the Services and/ or the Materials or any part thereof by any circumstances beyond its reasonable control (Force Majeure) for any Materials and/or Services deliverable (within the United Kingdom, by close of business on the fiftieth day from the date of acceptance of the Contract and for any Materials and/or Services deliverable outside the United Kingdom, by close of business on the one hundredth day from the date of acceptance of the Contract), performance of the Contract shall be suspended for so long as SiGNAL is so prevented or hindered PROVIDED THAT if the performance of the Contract shall be suspended for more than one hundred and fifty days SiGNAL shall be entitled by notice in writing to the Client forthwith to terminate the Contract or cancel any outstanding part thereof and in such circumstances the Client shall pay at the rates specified above for all the Services and/or the Materials supplied and materials used by SiGNAL to the actual date of such termination and SiGNAL shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of SiGNAL's inability to perform its obligations under the Contract in the circumstances mentioned above.

For the purposes of clause 16.2, Force Majeure shall mean fires, strikes, insurrection or riots, embargoes, or delays in transportation, inability to obtain supplies and raw materials or any other circumstances of any kind whatsoever, including global pandemic, beyond the reasonable control of SiGNAL which results in the party being in breach of its obligations under this Agreement.

Without prejudice to the generality of the foregoing nothing herein contained shall operate to exclude or restrict liability for breach of any obligation arising from the Supply of Goods and Services Act 1982 as against the Client if he is dealing as a consumer as defined by Section 12 of the Unfair Contract Terms Act 1977.

SiGNAL makes no representations as to the benefit of the Customer arising out of the provision of the Services and there is neither expressed nor shall there be implied into the Contract any conditions or warranties as to the same.

### **Non-assignment**

Neither party may assign its rights or delegate its obligations under this Agreement and any Statement of Work in whole or in part without the other party's prior written consent. This Agreement is binding on and enforceable by each party's permitted successors and assignees.

### **Third party suppliers**

SiGNAL shall not be liable in respect of any act or omission of any third party and any agreement made between the Client and any third party shall be a contract between the Client and the third party and SiGNAL shall not be a party to that contract, even if SiGNAL introduced the Client and the Third Party.

### **Websites**

SiGNAL does not have control over the content of the Client's website and shall not be liable in relation to any action made relating to inaccurate or incorrect information and shall not be liable in relation to any other action brought in relation to the content of the website. Any dispute between the Client and the Party hosting the website will be dealt with in accordance with Clause 25 above.

### **Mutual third party indemnity**

Each party will indemnify and defend the other party's Indemnitees from and against all Damages arising out of a claim by a third party against an Indemnitee resulting from or alleged to have resulted (i) from a breach of any warranty, representation or any other obligation expressly set forth in the Agreement; (ii) from any act or omission by the indemnifying party that results in personal injury, death or damage to real or personal property; (iii) from any failure to pay SiGNAL Personnel compensation or benefits in accordance with applicable from any Service or Deliverable provided by SiGNAL under or related to this Agreement.

### **Infringement Indemnity**

SiGNAL will indemnify and defend Client from and against all Damages arising out of any claim that the Services or Materials or any resulting use of any Services or Materials constitutes an infringement of a third party's rights in any Intellectual Property.

### **Indemnification Procedures**

a) Promptly becoming aware of a claim, the Indemnified Party must give notice to the claim to the Indemnifying Party, accompanied by a copy of any written documentation regarding the claim received by the Indemnifying Party.

b) The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in the settlement or defense and give each other full access to all relevant information.

c) If the Indemnifying Party fails to (i) notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a claim or (ii) proceed in good faith with the prompt resolution of the claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to the indemnification, including reimbursement of reasonable legal fees and legal costs, may defend or settle the claim without the prior written consent of the Indemnified Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the claim.

d) Neither party is obligated to indemnify and defend the other with respect to a claim (or portions of a claim) if the Indemnified Party fails to promptly notify the Indemnifying Party of the claim and fails to provide reasonable cooperation and information to defend or settle the claim; and if, and only to the extent that, the failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the claim.

### **Limitation of Damages**

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION WHETHER IN TORT, OR OTHERWISE, EXCEPT;

a) DAMAGES FOR WHICH A PARTY HAS AN OBLIGATION OF INDEMNITY UNDER THIS AGREEMENT

b) ANY GROSSLY NEGLIGENT, WILLFUL OR FRAUDULENT ACT OR OMISSION; OR

c) ANY BREACH OF PROVISIONS RELATED TO MARKS, INDEMNITY OR CONFIDENTIALITY

d) FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE

e) FOR FRAUD OR FRAUDULENT MISREPRESENTATION

f) FOR ANY OTHER LIABILITY WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED

CONSEQUENTIAL DAMAGES INCLUDE BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER THE OTHER PARTY WAS OR SHOULD HAVE BEEN AWARE OF THESE DAMAGES.

### **Insurance**

Without limiting the liabilities or indemnification obligations of SIGNAL HuBBUB, SIGNAL will, at its own cost and expense, provide and maintain in force during the term of this Agreement, such insurance as required hereunder. It is expressly understood that SIGNAL is ultimately responsible for its subcontractors, including without limitation ensuring that the appropriate insurance is maintained by its subcontractors.

a) Work Injury and Employers' Liability Insurance: Work Injury and Employers' Liability insurance or similar social insurance or government scheme in accordance with applicable laws or regulations in the country where the work will be performed by SIGNAL employees. The United Kingdom (UK) Employers' Liability insurance limit shall not be less than 10M GBP.

b) Third Party Liability Insurance (Public Liability Insurance): Third Party Liability Insurance (Public Liability Insurance) with limits not less than 3M GBP per occurrence and 5M GBP in the aggregate covering personal injury, bodily injury, property damage, products/completed operations, and independent contractors coverage.

c) Third Party Automobile Liability (including all owned, non-owned and hired vehicles): If vehicles will be used in performance of this Agreement in the UK or the European Union (EU), the limit of Third Party Automobile Liability insurance shall be as required by applicable law.



d) Commercial Crime, Employee Dishonesty Insurance: SiGNAL will provide blanket Commercial Crime covering all loss arising out of or in connection with any fraudulent act, dishonesty, disappearance and destruction, computer theft and funds transfer fraud with limits of not less than 1M GBP each occurrence. This coverage will include 3rd Party or Client Coverage for the benefit of Client.

### **Additional Requirements**

Policies will be endorsed to provide that Insurers waive subrogation against Client its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities for the policies described in subsections Work Injury and Employers' Liability, Third Party Liability and Third Party Auto Liability unless such endorsement is prohibited by law or regulation.

### **Personnel – required compliance with Client terms**

The Client may permit SiGNAL access to its facilities and facilities of Customers and contractors as necessary or desirable in connection with SiGNAL Services or delivery of Products under this Agreement. Upon request, SiGNAL will provide the names, addresses, telephone numbers, job duties, key assignments and any other information regarding SiGNAL Personnel that the Client deems necessary to safeguard its property and operations.

### **Confidentiality**

Each party acknowledges that while performing its obligations under the Agreement it may have access to the other party's Confidential Information. With respect to all the Confidential Information, the parties agree as follows;

a) The receiving party may use the Confidential Information only to exercise its rights and perform its obligations under the Agreement. The receiving party must use the same care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information. In no event will the receiving party fail to use reasonable care to avoid unauthorised use, including disclosure, loss, or alteration of the disclosing party's Confidential Information. Copies the receiving party makes of Confidential Information must contain the same confidential or proprietary notices or legends as the original.

b) Either party may disclose the other party's Confidential Information to its respective employees, affiliates, agents, contractors and legal representatives if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as the Agreement. The receiving party is responsible for compliance with this Agreement by all persons or entities to which it grants access to Confidential Information, and will advise them of their obligations under this Agreement.

## **My Town Online**

To Be Confirmed...