

MASLOW'S  
**MORTIMER  
HOUSE**

**TERMS AND CONDITIONS**

**1. INTRODUCTION**

Mortimer House is the trading name of 37-41 Mortimer Opco Limited, company number 10184501, whose registered office is 5th Floor 33 Davies Street, London, W1K 4LR ('Mortimer House').

By joining Mortimer House as a member ('Member' or 'member') or by booking any Mortimer House facilities, you confirm your acceptance of these terms and conditions which, together with the terms and conditions set out on our website, and the house rules that apply to all users of Mortimer House, form the entire agreement between you and Mortimer House (the 'Terms'). These Terms set out the basis of your membership and how you may use 37-41 Mortimer Street, London, United Kingdom, W1K 4LR (the 'Premises'). By joining Mortimer House, you confirm that you are at least 18 years old, that you have the legal capacity to enter into legally-binding contracts under applicable law, and that where you are signing on behalf of a company, you are properly authorised to bind the company to the Terms.

These Terms apply to members, guests of members and any non-members who use the private spaces available at the Premises.

**2. MEMBERSHIP COMMENCEMENT**

Upon submitting an application form for membership the prospective member will be accepted or declined, based on the decision of the membership committee.

A membership is only considered confirmed once a signed membership contract, the Deposit, identification documents and all monthly payment details have been received and verified as applicable. This will be confirmed to you by email along with the day on which your membership will commence, which will also be the date that your first month's membership fee will be taken (your 'Start Date').

**3. MEMBERSHIP STATUS**

Your membership allows you to use the Premises and associated facilities in accordance with these Terms and the rights of your membership, as varied from time to time in accordance with these Terms.

You cannot use the areas of the Premises that are not included in your membership, and if you do so consistently we reserve the right to change or terminate your membership and charge you a higher tariff.

You cannot use the Premises if your membership expires, is suspended or terminated.

Only individuals set forth on Mortimer House's members register will be deemed to be members and entitled to the benefits outlined in this Agreement.

You will receive a membership card which must be used on every visit in order to gain entry to the Premises.

You must have your membership card with you at all times while you are in the Premises. Membership cards are named cards and not transferable. A replacement fee of £10 will be charged for any lost or damaged cards, keys or any other access devices.

**4. PAYMENTS TO MORTIMER HOUSE**

Membership fees and monthly charges

You are personally responsible for any fees that you owe Mortimer House.

You must give us details of your credit/debit card or bank account when you become a member. By becoming a member, you accept and consent to Mortimer House taking your membership fees due to Mortimer House from you from the payment details you have provided.

Membership fees are to be paid monthly in advance and will be charged on the 1st of each calendar month (to the payment details provided upon joining) starting from the month on which your membership commences, unless notice of termination of membership is given by you in accordance with these Terms. If you join after the 1st of the month your first payment will be prorated.

Failure to pay any membership fees or monthly charges within 5 days after being notified of the overdue payment will result in you being denied entry to Mortimer House and possible termination of your membership. In addition, Mortimer House reserves the right to charge interest on the overdue amount at a rate of 5% per annum above the Bank of England base rate. Such interest will accrue on a daily basis from the due date until the date of the actual payment of the overdue amount.

If you pay your membership fee yearly, you must pay this in advance as one lump sum.

If any payment details associated to your account change, you must notify Mortimer House immediately and update your billing details.

Charges will apply for use of facilities and/ or services that are not included in your membership, and in case of landline and broadband services these will be in accordance with Annex 2 to these Terms. These will be charged to your account at the rates that are available at the members' reception at the Premises. Unless the charge is required to be paid at the time of the purchase or booking of the applicable facility or service, charges to your member account will be invoiced on each month, and payment will be taken on the calendar day of the month on which the service commences, or at the same time as your membership fee is paid if you request this.

Membership fees may be varied at the discretion of Mortimer House, and Mortimer House will provide you with at least 2 months' notice of any fee change. Any fee change shall not apply before the end of your current fixed term membership, and shall only take effect for upon renewal of your fixed term membership. Members who do not wish to accept changes in the membership fees may terminate their membership in the manner described in section 10.

Guests may be required to pay an entrance fee in order to attend certain classes or events. Details of current rates are available at the members' reception at the Premises. Guests will not have access to the Mortimer House studio and gym at the Premises unless it is a permitted guest event or programme.

All membership fees received by Mortimer House are non-refundable.

The Deposit

Upon commencement of your membership, Social members, Traveller members and Resident members are obliged to pay an amount equal to one month's membership fees for your relevant membership, and Home members are obliged to pay an amount equal to two months' membership fees for your relevant membership ('Deposit').

The Deposit will be held by Mortimer House as security for performance of all your obligations and liabilities under these Terms and is not intended to be a reserve from which your membership fees or any outstanding fees payable to Mortimer House may be deducted or set-off unless Mortimer House so choose.

At the end of the fixed term of your membership, if any amounts have been set off by Mortimer House against the Deposit, you shall make up any shortfall upon renewal of your fixed term membership.

Upon termination of your membership, and subject to the complete satisfaction of your obligations under these Terms, Mortimer House will refund you within 30 days of termination the balance of the Deposit after deduction of any outstanding fees and other amounts due to Mortimer House in accordance with section 10.

**5. GUESTS AT MORTIMER HOUSE**

Members are allowed to invite up to 3 guests at Mortimer House on any given day. Guests are not allowed to use the Premises as a workspace other than in the common areas and in the presence of the inviting member. Meetings should take place within meeting rooms, available common areas but not in the dedicated desk area at the Premises where they may disturb other members.

Members must notify the members' reception of guests at least 2 hours in advance of any guests arriving or the guest may not be admitted. All guests must be signed in upon arrival at the members' reception at the Premises. Mortimer House requires the contact information of all its members and guests while they are at the Premises. A list of all members and such guests shall be maintained at reception and Mortimer House will be free to allow any regulator, public authority or law enforcement party to inspect this list upon reasonable request.

You are responsible for receiving your guests from reception unless a meeting room has been booked, in which case a team member of Mortimer House shall direct the guest to the meeting room. You must be with your guests at all times while they are in the Premises and you cannot leave your guests in the Premises after you depart.

Members are responsible for their guests while within Mortimer House, including for their behaviour, conduct and any charges your guests incur while at the Premises. All guests must comply with these Terms, the House Rules and any specific terms of your membership at all times. You are also responsible for making their guests aware of safety procedures.

If you book a private function at the Premises, a full list of all attendees is required at least 24 hours in advance both in a digital form and a hard copy.

The common areas of the Premises are a dog friendly space but Mortimer House can only allow access to small, friendly dogs of up to 22 pounds (10kg). You are asked to be with your dog at all times, be considerate of those around you and are entirely responsible for your dog's behaviour and any damage or mess caused by them whilst on the Premises. Mortimer House reserves the right to ask for the dog to be removed at any time.

**6. CONDUCT**

Mortimer House will issue separate house rules to apply to all users of the Premises (including guests of members), which will deal with day to day issues such as conduct and dress code at the Premises ('House Rules'). All members and users of the Premises (including guests of members) must comply with the House Rules.

Neither you nor your guests may use Mortimer House or any services offered to conduct or pursue any activities prohibited by law or for which you or your guests are not authorised (including the downloading of music, software, movies or any other activity that violates intellectual property laws).

Smoking and vaping is strictly prohibited indoors.

You agree not to conduct any activity that is generally regarded as offensive to other people, such as involvement in hate groups and/or their ideologies, activities involving pornographic or sexually explicit material, whether written, oral or in any form or medium known to be created. No harassment, sexual or otherwise will be permitted in Mortimer House. Any such harassment will be immediately reported to the General Manager of Mortimer House. If the General Manager or any other Mortimer House personnel find that a complaint is justified, the offending party's membership may be immediately terminated at Mortimer House's absolute discretion, without any refund of membership fees.

You agree not to conduct any activity that may be hazardous to other people in the Premises.

You agree to refrain from any activities that may be disruptive, including, but not limited to, acts of disorderly nature or excessive noise.

You may not upload any files that contain or may contain viruses, "Trojan Horses", worms, time bombs, candlebots, corrupted files or any similar software, whether known or unknown, that may damage or disrupt the operation of Mortimer House systems or equipment or that of any member or third party.

Whilst you are in the Premises, you may not:

Reserve tables and chairs in the common areas (e.g. by leaving papers, and personal belongings on them);  
Leave tables and chairs in the common areas (and any items on the tables and chairs) unattended for more than 15 minutes; or  
Leave your items in places that might be inconvenient for others.

You may not use the Premises as your registered office address. Unless your membership allows or you have purchased the relevant service, you may not:

Use the Premises as your business address;  
Direct mail to the Premises;

Use our staff to collect your mail, messages or take your calls.  
You must not bring a child under 16 into the Premises who are not accompanied by their parent or legal guardian. Members are asked to be with the child at all times, be considerate of other members and are entirely responsible for the child's behaviour and any damage caused by them whilst on the Premises.

We will retain control, possession and management of all parts of the Premises and you have will have no right to exclude any of our staff from any part of the Premises at any time or for any reason whatsoever.

We reserve the right to require you to relocate to another area of the Premises at our absolute discretion.

Please refrain from bringing in any outside food or beverages into the hospitality areas of the Premises on the ground, 6th and 5th floors, unless medically necessary. All food and beverage (whether purchased at the Premises or otherwise) must be consumed within the designated areas included in your membership or available to guests.

All members and guests are asked to respect nearby residents by being quiet when entering or leaving the Premises or while in the surrounding area.

Violation of applicable rules of conduct in this section may result in Mortimer House reporting such conduct to appropriate law-enforcement agencies.

We have a no poaching clause in relation to our staff. During the term of your membership, you shall not, directly or indirectly:

engage in any discussions with any person who is employed by Mortimer House regarding their employment by you (other than to the employment of those who apply in direct response to a public advertisement);  
solicit any person who is employed by us to terminate such employment (other than those who apply in direct response to a public advertisement except as a result of a breach of this section by you).

If you recruit one of our staff, we reserve the right to charge you the costs of finding and training their replacement and all other consequential losses arising out of or in connection with such recruitment.

**7. MEMBERSHIP RENEWAL**

Fixed term membership (those with a defined contract period) may be cancelled by agreement with Mortimer House no later than one full calendar month (2 full calendar months in the case of Home members) before the end of the contract period. If a fixed term membership is not terminated, Mortimer House will automatically renew your membership and take the relevant payment each year at the then current membership rate.

**8. TRANSFERRING MEMBERSHIP**

Individual memberships cannot be transferred to or shared with somebody else.

It may be possible to transfer a membership to another Maslow's location, by request. All such requests should be made in writing to the Membership Manager. Transferral is not guaranteed and is subject to availability. Charges may apply.

**9. MEMBERSHIP REVIEW**

Memberships may be reviewed by Mortimer House in its sole discretion at any time in order to ensure best practice. Membership tiers, facilities and benefits may be subject to modifications by Mortimer House. Any such modification will not be in breach of the Terms.

Mortimer House may modify, withdraw, amend or add to the membership tiers (and the benefits applicable to a membership tier) from time to time, and will provide you with as much advance notice as practicable of such event. Current membership tiers are set out on [www.mortimerhouse.com](http://www.mortimerhouse.com). You are deemed to have accepted any modifications, withdrawal, amendment or addition to your membership tier if you continue to access the Premises or book any Mortimer House facilities. Members who do not wish to accept changes in their membership tier benefits may terminate their membership in the manner described in section 10.

**10. TERMINATION OF MEMBERSHIP**

By becoming a member, you are agreeing to a fixed term 12 month membership. This means that you are still liable to pay the remainder of your membership fees for this fixed term if you wish to terminate early.

Membership can be terminated on notice by you or Mortimer House. The following notice periods apply, depending on your membership:

Home (Study) membership: 90 days  
Home (Bureau) membership: 60 days  
Resident membership: 30 days  
Traveller membership: 30 days  
Social membership: 30 days

Your notice of termination must be provided in writing to the membership manager, and must expire no later than the end of your membership term. Upon termination of your membership the Premises address can no longer be used for correspondence of any kind. Mortimer House does not accept any liability for mail received after your membership has terminated.

In addition to being able to terminate your membership on the notice period set out above, Mortimer House reserves the right to terminate your membership immediately if:

You become insolvent, bankrupt, go into liquidation or become unable to pay your debts as they fall due.  
You are in breach of these Terms.

Upon termination of membership, members should remove all personal property from the Premises, vacate respectfully, leave their area in a clean state and return all Mortimer House keys, access control/ membership cards or other property. Mortimer House will not be held responsible for any personal property left at the Premises after termination and any such property may be disposed by Mortimer House without prior notice.

Members must rectify any damage caused to Mortimer House property and may be charged accordingly. This charge will be deducted from the Deposit. On leaving Mortimer House a member of the Mortimer House team will conduct a "moving out inventory". The Deposit will be refunded, less fees of any damage sustained during the membership's duration, as identified by Mortimer House during this inspection. The refund will be processed within 30 days.

**11. MEETING ROOMS**

Subject to availability, you may book the private meeting rooms available at the Premises. Meeting room bookings can be made at reception, using the booking system positioned outside each meeting room or via the Mortimer House online portal. By placing a booking, you agree to pay any fees notified to you at the time of the booking. Room hire fees cover the period of initial hire only. If you want to extend your period of hire, you may do so by seeking permission from reception, and subject to payment of an extra fee.

You must not exceed the capacity limit for each meeting room.

If you have not booked a meeting room but have been using it, you may be charged, and/ or you may be asked to vacate the meeting room. If you wish to continue using the meeting room you will be charged accordingly.

Technical assistance will be available from the meeting room if required.

Large meeting rooms are available for booking by guests of members and external visitors provided they pre-book at least 48 hours in advance from the day of the booking.

Meeting rooms must be paid for in advance, and are non-refundable unless:

- At least 24 hours' notice is given for meeting rooms booked for a half-day or less; and
- At least 48 hours' notice is given for meeting rooms booked for over half-day duration.

Refunds may not be available for any additional services provided via third parties or suppliers such as catering, or additional AV requirements which have been booked and confirmed in advance.

Members and their guests must not bring or consume any food, drink or other catering purchased externally in the meeting rooms. Tea, coffee and water are provided free of charge; a range of snacks along with breakfast and lunches are available at an additional charge.

**12. ADDITIONAL FACILITIES**

A members' kitchen is provided on floors 1-4 where members can store and warm their own food. Members are asked to be considerate of the space and other members and always clean after themselves after using the kitchen facility. They are also reminded to use all appliances with care. Members must also comply with the House Rules when using the kitchen facility.

The Mortimer House Kitchen is open to all members of Mortimer House as well as members of the public.

If your membership permits, you have access to the Mortimer House gym.

**13. TECHNOLOGY & SUPPORT**

Wireless internet connection is provided for the benefit of members and their guests and should be used in accordance with all United Kingdom laws, statutes and regulations. Use of the internet connection must not therefore violate any law, be defamatory, offensive, abusive, indecent, obscene, be harmful in anyway, promote or encourage any unacceptable or illegal behaviour, have any fraudulent purpose or effect, result in any misrepresentation, or damage the integrity, reputation, brand or name of Mortimer House in any way. Any passwords required for the use of the internet connection must not be divulged to any other party.

Access to the Mortimer House online portal is offered free of charge to all members. The portal is used to help Mortimer House manage your membership and allow you to order and pay, through our third party payment provider, Nexusus Space (subject to their terms and conditions and privacy policy, a link to which can be found here), for your membership and other chargeable services and facilities which we make available to you. Your use of the portal will be subject to your acceptance of the portal's privacy policy, which you will be invited to accept when using the portal for the first time and then each time there is a change in the policy.

Do not install cable or telecons, without notification to, and approval by the Technical and Support team. If helped Mortimer House will provide basic assistance with setting up printers, connecting to Wi-Fi, set ups of desk phones as well as request with other technical equipment applicable.

**14. PHONE LINES & CALLS**

Members are asked to be considerate when using their mobile phones and are encouraged to use the phone booths for their, noisier or private calls. Phone booths are available on floors 1-4 next to the kitchen area, and can be used at any time, without prior booking, if your membership allows. If you are a Home member and require a landline, monthly line rentals fees will apply as set out in your membership agreement.

Annex 2 will apply if you subscribe for a dedicated land line or broadband service.

**15. SECURITY**

Mortimer House operates CCTV cameras for the security of its members and all those who use Mortimer House. You agree that all activities may be monitored and any illegal act recorded may be passed to the police or relevant authorities.

Members are responsible for their possessions at all times. Mortimer House insurance does not cover loss, damage or theft of members' possessions. Members who leave possessions unattended at any time on the premises do so at their own risk.

Mortimer House accepts no responsibility or liability for loss or damage to your property at the Premises.

**16. ACCESS & MAINTENANCE**

Mortimer House and its team, shall, at all times have access to all areas of Mortimer House, including those being used by members, with or without notice, including but not limited to, for the purposes of maintenance, safety, security or emergency and may temporarily or permanently move you to an alternative space and remove or replace parts and components of the facilities.

Mortimer House reserves the right to close certain areas of the Premises for maintenance work. Mortimer House will do its best to keep any disruption to the minimum.

**17. INSURANCE**

Mortimer House recommends that individual members acquire, arrange and maintain insurances for the term of your membership and for your use of the Premises, including but not limited to contents/personal possessions insurance.

In addition to any insurance you may be required to have by law, Mortimer House requires any Home members trading as a company to acquire, arrange and maintain appropriate public liability insurance for the term of the certificate's membership and for the company members' use of the Premises, and reserves the right to request a copy of such policy, certificate or other proof of insurance.

**18. HEALTH AND SAFETY**

Mortimer House will do its best to ensure the wellbeing and safety of all those within the Premises. Members should not do anything that compromises their own safety or that of others whilst in the Premises.

**19. LIABILITY**

You are liable for any damage caused by you or any of your guests to anything inside the Premises or to the Premises, and you may be asked to repay any costs incurred by Mortimer House in rectifying any damage caused.

You are responsible for any loss that Mortimer House may suffer as a result of or in connection with anything you ask Mortimer House to print.

In no circumstances will Mortimer House be liable (whether in contract, tort, negligence, breach of statutory duty or otherwise) to any members or guests for any loss, damage or theft to their property, however caused.

Mortimer House's total liability to a member (whether individual or company, or agent) or any guest visiting but not exceeding, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection to these Terms shall not exceed the charges and membership fees paid by such member (or in respect of guests of members, the fees paid by the member who has brought in the guest) under the Terms in the 12 months prior to the first event or occurrence giving rise to liability.

Nothing in these Terms is intended to affect any mandatory rights a member or guest may have under local law that Mortimer House cannot legally restrict or exclude (including, for the avoidance of doubt, in respect of death or personal injury to a member or guest caused by the negligence of Mortimer House, its employees or agents). To the fullest extent permitted by law, the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded for these Terms.

**20. COMMUNICATION AND PRIVACY**

When you apply for membership and throughout the time you are a member with us, you will provide us with certain personal information about yourself. Where you apply online or use our portal and supply personal information to us through that portal we will use that personal information in accordance with our privacy policy which can be found on the portal. Where you apply for membership in person, we will collect and use your personal information in accordance with the schedule to these membership terms. By applying for membership with us and providing your personal information in connection with the same, you are consenting to us collecting and using your personal information in accordance with the relevant privacy policy.

We may use the personal information you provide about you and your guests in accordance with our privacy policy. Mortimer House may contact you to provide notice of any changes to services, fees or other updates by email to the address provided by you and you agree that such notice transmitted is proper.

You agree to notify Mortimer House of any change to your contact information (telephone and e-mail).

If you contact any other member who has not consented to such contact, including any spamming, your membership may immediately be terminated by Mortimer House.

**21. MORTIMER HOUSE TRADE MARK RIGHTS**

All members and their guests shall not use the names, logos, colours, trade marks, service marks, photographs, trade dress, or other identifying features of Mortimer House or Maslow's UK Services Limited in the course of trade without obtaining the specific prior written approval of Mortimer House or Maslow's UK Services Limited.

**22. RELATIONSHIP BETWEEN MORTIMER HOUSE AND YOU**

Your membership does not create any relationship of landlord and tenant (including any security of tenure) between you and Mortimer House in respect of the Premises.

You irrevocably appoint Mortimer House to be your attorney in relation to any application for Small Business Rates Relief or in relation to any matters concerning Business Rates for the Premises and shall ratify and confirm all acts, documents or things made, done or executed by Mortimer House in relation to such matters.

**23. AMENDMENTS**

These Terms may be amended from time to time. Mortimer House will notify you when this happens. Members who do not accept the amendments may terminate their memberships as described in section 10.

**24. FORCE MAJEURE**

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms (with the exception of any obligations on a member's part to pay any sum due under these Terms) if such delay or failure results from reasons, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that the affected party shall use its reasonable endeavours to resume normal performance.

**25. SEVERANCE**

If any provision of these Terms (or part of any provision) shall be found by any court or competent authority to be invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of these Terms shall not be affected.

**26. ASSIGNMENT**

Mortimer House may at times assign, transfer, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these Terms.

Members are not permitted to assign, transfer, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these Terms.

**27. GOVERNING LAW**

These Terms are governed by and interpreted under English law.