

DESC TERMS & CONDITIONS SECTION ONE –

GENERAL TERMS FOR CLIENTS

Introduction

1. DESC was founded in order to serve entrepreneurs and businesses (“Clients”). with office space (“Providers”) in need of co-working or office space on flexible and convenient terms. We do this by (i) hosting our Website which allows Clients to browse Providers’ Listings for suitable Spaces and (ii) by acting as an intermediary between Clients who wish to book Space and their chosen Providers (the “Services”).

2. These Terms constitute a contract between all users of the Website and/or our Services (“you”) and DESC. Your use of our Website is subject to these Terms and by using the Website you agree to be bound by them. If you do not agree to these terms, you must not use our Website. You should print a copy of these Terms for future reference.

3. These Terms also do not cover our relationships with Providers, guidance for which is outlined in the General Terms for Providers.

4. This Website is open and does not require you to register in order to view the Listings. Clients can book a Space or you can reach us via e-mail, call or through social media. With ‘Booking a Space’ via our booking form we require you to submit the following: ● your e-mail address; ● Date and Time of Booking ● Information about your Business or Venture ● A fixed or flexible Desk

5. By providing this information you consent to it being shared with the chosen Provider and any other Providers that have Space available that we think matches your needs. Once this information has been passed directly on to the Provider, they will respond to us with a rejection or acceptance of you as a Client. Should the Client accept we will then contact you with the details of your booking. Any personal data will be stored and processed in accordance with applicable laws and regulations relating to data protection.

6. If your booking is rejected by the Provider because your business or services do not meet their requirements or you have been introduced to them by another agent, we will not be able to conduct negotiations on your behalf and you may therefore continue your discussions with the Provider directly. In the event that your request for a booking is rejected by a Provider where there is no conflict with another agent, we will not be able to conduct negotiations on your behalf for any Space licensed by that Provider. However, we will endeavour to find alternative Space based on your requirements.

7. A small fee is taken by us through the Website. Payments are made directly to the Provider.

Cancellation and amendment

8. We can withdraw, cancel or amend a booking, within a period of 48 hours from the date of the booking, (unless the booking has been withdrawn).

9. If you wish to amend any details of the Space you require, you must tell us in writing via email as soon as possible. We will use reasonable endeavours to inform the Provider promptly.

10. If, due to circumstances beyond our control, a Provider informs us that we must make a change to the booking we provided, we will notify you immediately and refund your payment.

Personal data

11. The use of Your personal data by DESC is governed by the Cookies and Privacy Policy.

SECTION TWO - GENERAL TERMS FOR PROVIDERS

12. Providers are permitted to upload content to our Website once approved by DESC. Should it violate our terms of use we can choose to remove content.

13. DESC will survey any Space that you have on offer, take professional photos to display on our Website as a Listing for the Space in the name of the Provider. DESC may also accept and publish media belonging to the Provider in a Listing.

14. By permitting us to upload any Listing to our Website, the Provider grants DESC and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, and display any part of the Listing and/or to incorporate it into other materials in any form, for the purposes of marketing.

15. For the avoidance of doubt, Providers shall not be permitted to use any professional photos provided by us without prior agreement or written permission.

16. Listings are open to all users of our Website to view. If a Client wishes to enquire about a Space, they will submit their details using the Booking Form. We will then pass on the details of the Client and payment to the chosen Provider.

17. The Provider must then respond promptly with an acceptance or rejection of the Client based on a conflict check, confirmation of the availability of the Space so that we can pass this on to the Client.

18. If a Client decides to book the Space, the Provider must provide DESC with an email confirmation of acceptance.

19. Providers shall not be permitted to contact any Clients about any Space directly until after a booking is made. All dealings prior to execution of a booking must be conducted through us.

Confidentiality

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

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

21. These Terms may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the Terms regularly to ensure familiarity with the then current version.

22. These Terms contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to these Terms.

23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.

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

25. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

26. These Terms shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Definitions:

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

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

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

Terms: these Terms and Conditions.

Website: DESC online platform and proprietary domain which can be located at www.desc.io.

Developing Entrepreneurial Services and Communities / 'we' 'us' 'our': the company that provides the Services and runs this Website being DESC Property Limited with UK company registration number: 11488970.

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