

The Tribe Terms and Conditions

These terms and conditions ("Agreement") are the legal terms and conditions on which The Tribe ("Provider") provides office facilities (the "Services") to you (the "Client"). This Agreement governs your use of the Services and will apply to any provision of any Services by the Provider to you.

General

1. These Terms and Conditions apply to your usage of The Tribe workspace and the range of services provided by The Tribe. 'User' and 'Users' refer to you and to other Tribe users. 'Services' and 'Service' refer to the range of services offered by The Tribe and as are set out and described in these terms and conditions.

2. The Tribe's objectives are to provide flexible, shared office or working environment for individuals or small teams seeking a temporary venue in a congenial, professional business environment. Nothing in these terms and conditions confers any security of tenure or other right of exclusive possession or rights of occupation on a User.

3. Users of The Tribe are entitled to use the areas within the workspace which have been specially designated for Users.

Nature of this agreement and relationship of the parties

4. The Tribe is, by these terms and conditions, granting anyone who becomes a User and who abides by these terms and conditions the right to use the temporary, flexible office space provided at The Tribe for permitted purposes. The purpose of the agreement comprised in these terms and conditions is the provision by The Tribe of the Services to Users.

5. The whole of the office space occupied and used by The Tribe Users remains the property of The Tribe and remains in The Tribe's possession and control. Nothing in these terms and conditions shall create as between The Tribe and any User, or any Users, or any other person or entity (whether corporate or otherwise), the relationship of landlord-tenant or lessor-lessee. Nothing in these terms and conditions shall create or confer upon any User or Users or any other person any security of tenure, any tenancy, any leasehold estate, or any other legal or beneficial real property interest. Nothing in these terms and conditions shall grant or be construed so as to grant to any User, or any Users, or any other person, any title, easement, lien, right of possession or related rights in the business and undertaking of The Tribe, or in or related to the premises or office space used or occupied in the course of providing the Services.

Hours

6. Becoming a Tribe User entitles you to use The Tribe workspace areas between the hours of 9.30 am and 5.00 pm Monday to Friday. Use of the designated workspace areas is subject to the terms of your User Agreement (including any terms as to reasonable use) and will be charged for on a daily or monthly basis.

Internet and refreshments

7. Becoming a Tribe User entitles you to the use of free internet access and refreshments facilities where they are available. Such facilities are available only during the opening hours of The Tribe workspace. Any use of free facilities must be fair and reasonable. All Tribe Users are responsible for keeping the shared kitchen area clean and tidy and reporting any damage or resources that are running out and need to be replenished.

8. The Tribe provides internet access through its third-party service provider. To provide these services, The Tribe needs to share information including Users' personal data such as name, email addresses and contact numbers with the third-party service provider. You acknowledge and consent to The Tribe sharing your personal data with the third-party service provider of internet access solely for the provision of these services to you. The Tribe requires Users to comply at all times with the relevant provisions of the Digital Economy Act 2010 when using The Tribe's free internet connection.

9. In the event that The Tribe experiences any issues with the provision of internet service (whether temporary suspension or otherwise) The Tribe will not accept any liability or be held responsible for any loss or damage whatsoever which may be occasioned to a User as a result of the occurrence of such issues. This limitation and exclusion of liability and responsibility shall apply however such loss or damage may arise whether directly or indirectly and the User waives any right to make any claim whatsoever against The Tribe arising out of or in connection with of any such loss or damage.

Copying, printing and document scanning

10. The Tribe currently doesn't offer printing or scanning facilities. However, should enough of our users require these facilities, we will of course look into providing them.

Desk Usage

11. Desks must be booked in advance by a User and are subject to availability. Desk charges are payable in advance. The Desk charge is made for the relevant package that the User opts for. Any booked desk will be for the exclusive use of the User who has booked it.

12. All desks and surrounding areas must be kept clean and tidy. The desk surface must be free from clutter so that cleaning can easily be carried out. No equipment, paperwork or other belongs is permitted be stored on the floor. The Tribe can provides a small drawer unit for permanent desk members. If a desk space is deemed to be too untidy, a verbal or written notice will be issued and corrective action must be taken. If tidiness and cleanliness becomes a persistent problem, The Tribe reserves the right to terminate any membership agreement.

13. In the event that a User fails to remove property from the dedicated desk at the end of any service period then The Tribe shall have the right to remove and dispose of any such property. The Tribe shall be under no obligation to notify a User of any such removal and disposal and shall incur no liability to any User for any loss or damage (however it may arise) which the User may sustain as a result of such removal or disposal and the User expressly waives any right to make any claim whatsoever arising out of or in connection with any such disposal whether for the value of the property disposed of or otherwise. Property removed from a dedicated desk will be stored and available for collection for a period of not less than ten working days after which period it will be disposed of.

Limitation and exclusion of liability

14. The Tribe accepts no responsibility for any loss of or damage to Users' property (or that of their visitors) while they are using the workspace areas or any of the Services offered. Members will be entirely responsible for ensuring their property is safe and secure at all times whether stored in lockers, desks or otherwise and Users shall be entirely responsible for insuring the same. The limitation and exclusion of liability provided in this clause shall be in addition to and shall be read with and form part of the limitations and exclusions of liability set out elsewhere and these terms and conditions.

Availability and behaviour

15. Availability of the workspace is subject to sufficient space being free to accommodate those Users wishing to have access at any one time. The Tribe will provide Your Desks subject to availability. The Tribe has the right to determine appropriate capacity levels so as to ensure all Users receive an optimum experience of their use of the workspace. Access is always subject to sufficient space being available and to ensuring compatibility with The Tribe's objectives.

16. The Tribe requires that Users will be responsible for ensuring their own behaviour at all times appropriate to the shared business environment of the workspace and is in accordance with The Tribe's objectives set out in these terms and conditions. The rights to use the workspace are at The Tribe's discretion and will be reviewed if The Tribe concludes a User's use of the workspace and facilities is or may be inconsistent with The Tribe's objectives and these terms and conditions.

17. The Tribe's workspace is a communal area and as such it is expected that all User's respect the working environment and keep noise levels to a minimum. Music will be permitted if all users agree. Excessive phone calls will not be permitted if the noise levels bother other Users.

Payment and terms of usage

18. The Tribe's usage charges are payable in advance. Current user packages may be found on the Website under 'Book Your Place'. Failure to pay or late payment of charges may result in The Tribe terminating your usage rights. The Tribe reserves the right to take appropriate steps to recover arrears.

19. Payment for any other Service(s) provided to Users will be in advance by credit card or by direct debit as advised at the point of ordering or booking the Service(s).

20. Card payments are processed on behalf of The Tribe by Sum Up which is a third-party service provider for The Tribe. They are the data controllers for the payment information and The Tribe does not have access to Users' payment information such as the full credit or debit card number or CVC.

21. The Tribe is not obliged to refund any amounts for a period when usage is unused except if The Tribe elects to terminate a User's rights to use the workspace for any reason or if there has been payment in advance for a Service which is withdrawn prior to use by a User.

22. Your right to use The Tribe workspace may not be transferred or assigned.

Alterations to these terms and conditions

23. The Tribe may at any time alter these terms and conditions and the packages of Services offered and may also alter the level of package charges and Service charges applicable to Users and the Services. Prior notice to Users of any such alterations will be provided to the User not less than 14 days before any such alterations, including alterations to usage charges, come into effect. By agreeing to these terms and conditions and by continuing to use the Services or any of them, Users accept that it is their obligation to check the The Tribe's Website for alterations and agree to be bound by them.

Data Protection

24. The Tribe undertakes that, in performing its obligations, it shall comply with the provisions of the General Data Protection Regulations ('GDPR') and all other applicable laws relating to the processing

of Personal Data as defined by the GDPR and, it shall only process personal data in accordance with, and as anticipated in, this Agreement, The Tribe's Privacy Policy which is available to review on The Tribe's website.

25. The Tribe collects and processes Users' personal data to tailor our range of Services to meet the needs of individual customers and to undertake administrative activities in relation to the Services. We will share relevant personal data with The Tribe's third-party service provider of internet access to facilitate your use of our Services. We will only use your personal information for marketing if you have provided us with specific consent by opt-in to receive marketing from us or from our preferred third-party suppliers.

Termination / Cancellation

26. Monthly desk Users who have signed up to a monthly rolling contract can cancel their monthly membership at any time and the membership will cease to be in effect on the last day of that month.

Daily desk users can cancel their booking by emailing Stacey. They must give 48 hours' notice to cancel a booking and this must be authorised by The Tribe in order to receive a refund. Alternatively the booking can be moved to an alternative date. If less than 48 hours' notice is given, the cancellation will not be authorised and no refund will be issued.

These T&C were last modified on 17.06.2021 and come into effect on this date.