



# Terms & Conditions of Membership at The Melting Pot

*Last updated: February 2022*

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## Introduction

These are the Terms and Conditions of agreement between you and The Melting Pot. These Terms and Conditions cover your membership / Virtual Office Service. Please read these Terms and Conditions, along with our Code of Conduct Policy, carefully before applying for membership / Virtual Office Service. Your application to become a member / client of The Melting Pot indicates your acceptance of the Terms and Conditions and the associated Code of Conduct Policy. If you do not accept these Terms and Conditions and the Code of Conduct, please do not apply to be a member / client.

**By selecting 'Accept & Continue' on the Terms and Conditions page of the Member or Virtual Office Service application, you further accept and agree to the Terms and Conditions and Code of Conduct Policy and, if accepted, you are entering into a contract with The Melting Pot under these terms.**

To make this as painless as possible, all the 'legal' stuff is at the end of this document. The useful stuff, that you will want to know – is at the beginning.

## Contents

Coworking Membership Packages – Terms.....	3
Your Desk / Your Hybrid / Your Basic.....	3
Your Flex.....	4
Add-Ons .....	6
Night Owl.....	6
Virtual Office Service.....	7
General Terms (for all packages/services, as applicable).....	10
Code of Conduct and Expected Behaviour .....	10
Definitions.....	10
Agreement .....	11
Fees and Payment .....	12
Notice.....	12
Termination.....	12
Internet Usage .....	13
Website/Portal Content .....	14
Use of the Premises.....	15
Confidentiality .....	16
Data .....	16
Limitation of Liability.....	16
Indemnities.....	17
Assignment.....	17
Severability .....	17
Changing to a New Virtual Office Service or Membership Agreement.....	18
Independent Contractors.....	18
Force Majeure .....	18
Governing Law and Jurisdiction.....	18

# Coworking Membership Packages – Terms

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## Your Desk / Your Hybrid / Your Basic

- **Contract**
  - Membership allowance runs from 1st to last day of each calendar month (can be pro rata for the first or last month, if starting or ending mid-month)
  - Invoices are raised on the 1<sup>st</sup> of each month in advance and are non-refundable
  - One month minimum contract
- **Changes**
  - You may reduce your membership level by giving four weeks' notice.
  - Subject to availability, you may upgrade your package at any time
- **Cancellation**
  - Four weeks' notice required to cancel
- **Access**
  - Entry during opening hours through ground-level entrance door of the building with your own electronic fob, issued on sign-up with £10 deposit, to be returned at end of membership and deposit refunded. £10 fee if replacements are required at any point.
  - At all times you are required to sign in/out of the coworking space both for yourself and any guests
  - **YOUR DESK:** Unlimited access to utilise your desk and breakout spaces during our opening hours (8:30am – 5:30pm Mon – Fri)
  - **YOUR HYBRID:** Unlimited access to utilise hot desks and breakout spaces during our opening hours (8:30am – 5:30pm Mon – Fri)
  - **YOUR BASIC:** 35 hours per month access to utilise hot desks and breakout spaces during our opening hours (8:30am – 5:30pm Mon – Fri)
  - Additional hours access will be charged to your account at our PAYG of £4.50 inc vat / hour (capped at £22 inc vat / day), or alternatively by purchasing a Desk For A Day pass
- **Guests**
  - Member's guests can access The Commons (ground floor) meeting / breakout spaces, or to meet with member in The Club House or The Vestibule – max. 2 hours per guest per day. Access only available with member present.

- Guest access to hot desks in The Commons, or The Platform work space available by purchasing a Desk For A Day pass
- **Business address and mailbox service**
  - The address should be registered in the following format: YOUR BUSINESS NAME, The Melting Pot, 15 Calton Road, Edinburgh, EH8 8DL
  - After your contract period has ended, unless you have taken on a Virtual Office Service with us, all post will be returned to the Post Office marked "not known at this address". You must arrange for your own postal forwarding service from the termination date of your contract.
- **Meeting Rooms**
  - Membership includes 2 hours per member per month use of The Club Room (first floor board room for 6 – 8 people)
    - Can be booked online using Members' Portal
    - Only available during opening hours, unless member has Night Owl access
    - Can be one 2-hour booking, or split into two separate 1-hour bookings per month
  - 10% members discount on room hire price for all other meeting rooms
- **Your Desk Only:**
  - We can reserve desks (where available) for a maximum of one month, on upfront advance payment of the first month of use (non-refundable in case of cancellation)
  - Your Desk can be shared (with someone from the same or a different organisation), but all users must have undertaken an individual Members' Induction and agree to Terms & Conditions
  - Each Your Desk comes with a locker with one key. Additional storage is available for purchase

## Your Flex

- **Contract:**
  - Contracts will be renewed automatically but can be cancelled if notified by the customer within four weeks of renewal
  - **MONTHLY:** Invoices are raised on the 1<sup>st</sup> of each month in advance and are non-refundable. One month minimum contract.
  - **ANNUAL:** Invoices are raised annually, you will be notified 6 weeks' before auto-renewal
- **Changes (MONTHLY only):**
  - You may reduce your membership level by giving four weeks' notice
  - Subject to availability, you may upgrade your package at any time
- **Cancellation**

- Four weeks' notice required to cancel
- **Access**
  - Entry during opening hours through buzzer on ground-level entrance door of the building
  - At all times you are required to sign in/out of the coworking space both for yourself and any guests
- **Time Charged**
  - Pay as you go access to the coworking space is charged to your account in arrears on the 1<sup>st</sup> of each month
  - Time used is calculated per person on checking in/out of the space
  - Access to TMPEvents (as a Member), The Virtual Pot and the Members' Portal all included
- **Guests**
  - Member's guests can access The Commons (ground floor) meeting / breakout spaces, or to meet with member in The Club House or The Vestibule – max. 2 hours per guest per day. Access only available with member present.
  - Guest access to hot desks in The Commons, or The Platform work space available by purchasing a Desk For A Day pass
- **Meeting Rooms**
  - 10% members discount on room hire price for all meeting rooms
- **Organisational Membership Only:**
  - Any member of your organisation may use the space, create a Members' profile on The Virtual Pot or Portal, and attend TMPEvents as a Member

## Add-Ons

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### Night Owl

- Available with Your Desk, Your Hybrid and Your Basic memberships for £30/month ex VAT
- Available with Your Flex membership for £50/month ex VAT
- Out of hours access provided with your own set of keys
- Deposit payable for keys, to be returned on return of keys at end of membership
- £20 fee if replacement keys are required
- Member to undertake security induction and sign agreement
- Keys not to be shared; designated member remains responsible for keys at all times

## Virtual Office Service

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- When purchasing a Virtual Office Service package, we require a deposit at the start of your contract. This will be charged with initial payment. This is taken as a security measure and is returnable at the end of your contract, assuming all obligations have been met and subject to cancellation notice.
- Termination of your contract will result in the cancellation of our Virtual Office Services at the specified end date, unless you are upgrading to a Your Desk, Your Hybrid or Your Basic membership.
- Invoicing – this service is paid quarterly in advance and is non-refundable
- Notice period – minimum four weeks' notice to terminate the contract.
- The Virtual Office Service does not include access to any of The Melting Pot community activities, such as TMPEvents or The Virtual Pot, or access to the Members' portal.
- Business address and mailbox service:
  - (a) The address should be registered in the following format: YOUR BUSINESS NAME, The Melting Pot, 15 Calton Road, Edinburgh, EH8 8DL
  - (b) To collect your post you must visit the office during our normal opening hours (8:30am – 5:30pm Mon – Fri), mail must be collected on a regular basis (unless you have mailing forwarding). Mail can also be collected by other people prior approved by you
  - (c) Mailboxes are open (i.e. not secure) but a secure mailbox can be purchased for an additional fee
  - (d) After your contract period has ended, all post will be returned to the Post Office marked "not known at this address". You must arrange for your own postal forwarding service from the termination date of your contract.
- Voicemail and call forwarding service:
  - (a) This telephone service allows you to forward calls to another number or record a personal voice mail message/s. It also enables you to call in externally to retrieve your voicemail
  - (b) When a call is forwarded, you will be charged according to the standard rate of calls. A full break-down of costs will be available
- Mail forwarding service (Virtual Office Premium and Premium+ only):
  - (a) All mail delivered to you at the Virtual Office address will be forwarded by first class Royal Mail as soon as reasonably possible after receipt at the Virtual Office address, usually for next day's collection
  - (b) We charge for the mail-forwarding according to the Royal Mail standard rates. Your bill will be itemised and a full break-down of costs will be provided

- (c) No warranties are given for the availability of The Melting Pot staff being available to sign for, or forward mail delivered to the Virtual Office address outside normal office working hours (8:30am – 5:30pm Mon – Fri)
- (d) All the mail will be automatically forwarded unless otherwise requested by you. However, we will not forward any material that is clearly promotional, such as catalogues and flyers, unless otherwise requested by you
- Scan-to-Email service:
  - (a) We can enact this service for all packages on request as a one-off or ongoing basis, but you must first complete and return a signed Scan-to-Email Service Written Agreement
  - (b) Virtual Office Premium and Premium+ packages may request Scan-to-Email in place of mail forwarding, at no extra charge
  - (c) Cost of this service for Virtual Office Basic clients is £4 ex VAT per mail batch, invoiced in arrears
  - (d) Once opened and scanned, physical mail will be stored in your post box until collection, unless we are otherwise directed in writing by you to dispose of it
- You will not arrange for or permit the delivery of any noxious, harmful, illegal, deteriorating or dangerous substances to The Melting Pot or utilise this service to engage in any illegal, harmful or unlawful activities. In the event that we have reason to believe that item/s meeting these descriptions have been delivered here we reserve the right to dispose of such mail item as we see fit.
- We reserve the right in our absolute discretion to withhold from forwarding, return to sender and/or to pass to any relevant authority, including HM Revenue and Customs, any mail delivered to you at The Melting Pot should we deem it necessary to do so.
- Storage space is limited and whilst we are able to receive parcels, we request that you come in to collect them within 7 days of arrival where possible. Should you regularly be receiving 5+ parcels within a week, we may require you to purchase a storage locker for their keeping.
- You are entitled to access The Melting Pot at the times specified with the exception of times when closed such as the Christmas – New Year period. Access may also be restricted on occasions for maintenance purposes. Other than in exceptional circumstances or where closure is out with our control, we will provide at least one week's notice of times when we will be closed.



- If you want to access the coworking space for longer than purely collecting your mail, you can do so by purchasing either a Desk for a Day pass, or one of our coworking membership packages.

# General Terms

## (for all packages/services, as applicable)

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### Code of Conduct and Expected Behaviour

- All users of the space are expected to read and comply with The Melting Pot's Code of Conduct Policy & Procedure, which, along with these Terms & Conditions, form part of your membership/VOS agreement with The Melting Pot
- By accepting these Terms & Conditions you also accept and agree to abide by our Code of Conduct Policy
- Any user of the space – including Members, casual coworkers, drop-in visitors, guests, venue hire clients or event delegates – are expected to abide by the Code of Conduct at all times whilst using the space
- The Code of Conduct applies not only in our space, but also our online networks, at all related events, and in one-on-one communications carried out in the context of community business. It also states the consequences of violating these expectations
- The process for raising concerns under the Code of Conduct and how these will be dealt with by The Melting Pot is detailed in the Code of Conduct Procedure.

### Definitions

"Agreement" means these Terms and Conditions together with the terms of the Membership or Virtual Office Service agreement.

"Customer" means the organisation or person named on the Membership or Service Agreement who is purchasing services from The Melting Pot.

"Membership" means the service package purchased by the organisation or person named on the Agreement who is entitled to all the membership benefits, such as access to coworking space, TMPEvents, and a monthly bulletin.

"Virtual Office Service" means the service package purchased by the organisation or person named on the Agreement who is entitled to a business address and mailbox, with the option to add personal landline, voicemail and mail-forwarding service. It is not The Melting Pot membership.

“Membership Agreement” or “Virtual Office Service Agreement” means the electronic membership application form, submitted to and accepted by The Melting Pot.

“The Melting Pot” means The Melting Pot, a company limited by guarantee (Company Number SC291663), having its registered office at 15 Calton Road, Edinburgh, EH8 8DL.

“Premises” means premises at 15 Calton Road, Edinburgh which are occupied by The Melting Pot.

“Building” means 15 Calton Road, Edinburgh.

“Landlord” means Foundation Scotland.

“Parties” means The Melting Pot and the Customer.

“Monthly Tariffs” means the prices per calendar month for the Member or Service Packages advertised on our website as currently available.

## Agreement

- These Terms and Conditions shall apply to all contracts for the supply of services by us to you.
- Commencement of services shall take place either on (as appropriate): the date on which we receive payment for services to be provided, or the future date specified on your application; and will continue indefinitely unless (a) the applicable notice is given in writing by either party; or (b) we terminate the Membership or Service Agreement in accordance with clause 5.1. Where notice is not given as set out in the specific terms below, The Melting Pot reserves the right to raise an invoice and seek payment.
- This Agreement shall not be construed as a lease or as conferring any tenancy rights on the Customer.
- This Agreement does not confer any rights upon the Customer against the Landlord. This Agreement is subject to all rights reserved in favour of the Landlord in our lease of the Premises dated 29 March 2021 or subsequent leases, and is subject to the whole of the terms and conditions contained in that lease. A copy is available on request.

## Fees and Payment

- The fees for the provision of the services included in the service price are set out in the Membership or Virtual Office Service Agreement. We shall invoice you for these services and for any additional chargeable services on the 1st day of the month in advance of the service period.
- Amounts shall be due within 7 days of invoice. The Melting Pot shall be entitled to charge £10 administration fees on overdue invoices from the day when payment becomes due.
- Services such as telephone calls & mail scanning / forwarding will be charged in arrears. These invoiced amounts shall be due and payable within 7 days of receipt of invoice.
- Fees will be reviewed in October each year. We may increase or decrease fees at these times. We will give you at least 1 calendar months' notice of any increases in the fees payable. You must continue to pay fees at the rate current immediately prior to any proposed increase until the end of the notice period.

## Notice

Any notice to be given by either party to the other may be served by email, or by post to the address of the other party given in the Membership Agreement or Virtual Office Service Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## Termination

- Ending this Agreement immediately: To the maximum extent permitted by applicable law, The Melting Pot may put an end to this Agreement immediately by giving the Customer notice and without need to follow any additional procedure if
  - (a) the Customer becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or
  - (b) the Customer is in breach of one of its obligations which cannot be put right, or

- (c) its conduct, or that of someone from their organisation with its permission or invitation, is incompatible with ordinary office use which shall be determined at The Melting Pot's sole discretion.
- If The Melting Pot puts an end to this Agreement for any of these reasons it does not put an end to any outstanding obligations, including the payment of any additional services used as well as the monthly fee for the remainder of the period for which this Agreement would have lasted if The Melting Pot had not ended it.

## Internet Usage

- Wireless/wired access to the internet is provided in all coworking memberships, and operates on a reasonable fair use basis
- You will not use the internet in any manner that could damage, disable, overburden, or impair any server or network(s) of The Melting Pot
- If you require internet for large downloads / uploads or anything which may impact operating speeds you are required to do so in designated 'quiet periods' (17.00 – 20.00 weeknights, or weekends)
- If you are found to be significantly slowing or disrupting other users through excessive bandwidth usage without prior discussion The Melting Pot reserves the right to immediately disconnect your connection, with or without prior notice
- The Melting Pot is not responsible for any data, business or other losses as a result of such disconnections or other interruptions to the service
- You are responsible for protecting your own computer/devices and data from electrical surges, theft, virus, or other malicious attack
- The Melting Pot does not take any responsibility for the security, content, network distribution, and use of any of the information that is processed, transmitted, received, or any other means communicated through the internet service that is provided.
- Where you are using internet provided by The Melting Pot, you must use these facilities in a manner consistent with professional business conduct. In particular, accessing or importing any of the following material is strictly forbidden and doing so may be regarded as a disciplinary matter under the Code of Conduct Policy:
  - pornographic, obscene or other sexually explicit material;
  - information which is or could reasonably be construed as indecent or offensive;
  - illegal material or material for a criminal purpose;
  - material intended or likely to incite racial or religious hatred;
  - material which infringes another party's intellectual property rights;

- material to gain unauthorised access to or for the corruption of our systems, data, networks or computer equipment or of other individuals and organisations; or
- gambling or soliciting for personal gain or profit.
- You will not use the internet provided to attempt to gain unauthorised access to any services, accounts, computer systems or networks connected to any The Melting Pot server or to any of the services, through hacking, password mining or by any other means

## Website/Portal Content

- You alone are responsible for the content you publish, display or distribute on our site, on your profile and in any communications with other Members
- No responsibility is assumed by The Melting Pot for any content, including photos, published or transmitted
- The Melting Pot does not guarantee the accuracy of any information published on the site and does not endorse nor is responsible for the accuracy or reliability of any opinion, advice, or statements made by any subscriber to its services. Opinions, advice, statements, offers, or other information or content made available through the site are those of their respective authors and should not be relied upon
- You may not publish or transmit offensive content; this includes content that contains offensive language, sexually explicit content, and any content that is considered unlawful, threatening, abusive, racist, derogatory, harmful, obscene, harassing, discriminatory, and libellous. Further you may not publish any content that may violate or encourage violation of any applicable local, state, national or international law or regulation
- While The Melting Pot reserves the right to edit, delete or remove content deemed offensive at our sole discretion within these Terms and Conditions, The Melting Pot does not guarantee that offensive material will be removed or deleted
- The Melting Pot reserves the right to read, censor and edit profiles and photo content
- By creating a profile, you grant The Melting Pot permission to publish your profile on our portal and members wall
- If you upload a photo your photo and profile content may be viewable on our website by non-members and may be returned in search engine results
- **Account and Password Details:** You are solely responsible for ensuring that your account and password details are kept confidential and safe from unauthorised access. Do not give out your password to anyone.

- **Member Communications:** You alone are responsible for the message content you transmit to other members. You will ensure that it is appropriate and is not in breach of the Terms and Conditions or Code of Conduct Policy.

## Use of the Premises

- You must comply with the following requirements as to the use of the Premises and any part of it, and you must not authorise or allow anyone else who is employed by you and uses the Premises, or who is otherwise authorised by you to use the Premises, to contravene them.
- You must:
  - use the Premises or Building only for the permitted use specified;
  - not obstruct any part of the Premises or Building;
  - not do anything which might invalidate any insurance policy covering any part of the Building or which might increase the premium for the Premises or Building;
  - not use any part of the Building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance, annoyance or inconvenience to The Melting Pot acting reasonably or to any other user of the Building or to any neighbouring property;
  - not display any advertisements or signs on the outside of the Premises or Building or which are visible from outside the Premises or Building unless The Melting Pot and the Landlord consent;
  - not overload the floors or walls of the Premises;
  - participate actively in improving energy and water efficiency in the Building and any communal parts, and make use of the recycling facilities provided;
  - not make copies of the keys, and report immediately to us the loss of any such keys;
  - respect the business, rights and wishes of other users of the Premises and Building and generally contribute to the spirit of mutual co-operation and support in the Premises and Building;
  - not alter or install any wiring, IT or telecommunications connections without permission from us;
  - keep the Premises and any work area you use in a neat and tidy condition;
  - take good care of all parts of the Premises, the work areas, equipment and furniture, and not alter any of it without our permission;
  - not bring animals or pets into the Premises or Building, with the exception of approved dogs or support animals, and;

- comply with security procedures which we will notify to you at the commencement of your Agreement together with any changes to such procedures which we notify to members from time to time.
- You must adequately insure any employees who use the premises and all items which you leave in the Premises. You are advised to insure against all potential loss, damage, expense and liability.
- Should you activate the intruder alarm in the building, we reserve the right to recover from you any call-out charges thus incurred.

## Confidentiality

- Each party agrees and undertakes that during the term of this Agreement and thereafter it will not disclose or use for its own purposes any confidential information relating to the other party.
- The provisions of this clause shall remain in full force and effect notwithstanding any termination of this Agreement.

## Data

- Please see our full Privacy Policy on our website:  
<http://www.themeltingpotedinburgh.org.uk/privacy/>
- The Melting Pot may use any personal data which the client provides to us for our own business purposes only – we will not pass on your information to any other party. The client hereby consents its use by us (1) For market research and tracking sales data in order to improve our future services to you; and (2) To send you other information about our products and services and about events and promotions organised on our behalf.

## Limitation of Liability

- Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of us to you in respect of any claim whatsoever or breach of this Agreement whether or not arising out of negligence shall be limited to the fees paid by you.
- To the maximum extent permitted by applicable law, The Melting Pot will not be liable for any loss sustained as a result of The Melting Pot's failure to provide a service as a result of any mechanical breakdown, strike, or



termination of The Melting Pot's interest in the Building. The Customer expressly and specifically agrees to waive, and agrees not to make any claim for damages, direct, indirect, punitive, special or consequential, including, but not limited to, lost business, revenue, profits or data for any reason whatsoever arising out of or in connection with this agreement, any failure to furnish any service provided hereunder, any error or omission with respect thereto, from failure of any and all courier service to deliver on time or otherwise deliver any items (mail, packages, etc.) or any interruption of services.

- Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors.

## Indemnities

Other than in respect of death or personal injury arising from our negligence, you will keep us indemnified against all and any liability, claims, demands, proceedings, losses, damages, costs or expenses which may be incurred by us or raised against us as a result directly or indirectly of your use of the services including, but not limited to, those arising from loss or damage to the property of your employees, your customers or any person in any way connected with you or your business.

## Assignment

You shall not be entitled to assign your rights or obligations or delegate your duties under this Agreement nor share the benefits of this Agreement with anybody else.

## Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## Changing to a New Virtual Office Service or Membership Agreement

The parties may at any time mutually agree upon and execute a new Virtual Office Service or Membership Agreement. Any alterations in the scope of services to be provided under this Agreement shall be set out in the new Virtual Office Service or Membership Agreement, which shall reflect the changed services and fees and any other terms agreed between the parties and shall supersede the previous Virtual Office Service or Membership Agreement.

## Independent Contractors

The Melting Pot and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other.

## Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, terrorist attack, the act or omission of government, highway authorities or any telecommunications carrier, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Scots law and the parties agree that the courts of Scotland shall have jurisdiction in relation to any matters arising out of, or in connection with, this Agreement and, for those purposes, the parties irrevocably submit to the exclusive jurisdiction of those courts.