

The Melting Pot - Terms and Conditions

These are the terms and conditions of agreement between you and The Melting Pot. These terms and conditions cover your membership and, if applicable, your use of our online portal. Please read these terms and conditions carefully before applying for membership or using our portal. Your application to become a member of The Melting Pot indicates your acceptance of the terms and conditions. If you do not accept these terms and conditions, please do not apply to be a member.

By ticking the box next to the "I have read the terms and conditions and accept them." text on the Member application form, and clicking the 'Submit' button, you further accept and agree to the Terms and Conditions and, if accepted, you are entering into a contract.

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.

MEMBERSHIP PACKAGE SPECIFIC TERMS

Fixed Desk Premium

- Membership allowance runs from 1st to last day of each calendar month (can be pro rata for first month, if starting mid-month)
- 24/7 access with your own keys (to be returned at end of membership; £20 fee if replacements are required at any point)
- Maximum four fixed desks per organisation
- 2 months' minimum contract
- 4 weeks' notice to terminate agreement
- If start date is in the future, and a desk is available, we can reserve for a maximum of one month, when a one month, non-refundable deposit has been paid.
- Fixed Desks can be used by any person within that particular organisation, but not by anyone from a different organisation.
- Up to 10 guest hours free per month
- Each Fixed Desk comes with a lockable pedestal with one key and some additional, unlocked storage.
- Business address and mailbox service: The address should be registered in the following format: YOUR BUSINESS NAME, The Melting Pot, 5 Rose Street, Edinburgh, EH2 2PR.
- 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.
- At all times you are required to sign in/out of the coworking space both for yourself and any visitors.

Fixed Desk

- Membership allowance runs from 1st to last day of each calendar month (can be pro rata for first month, if starting mid-month)
- Access during opening hours only

- Maximum four fixed desks per organisation
- 1 months' minimum contract
- 4 weeks' notice to terminate agreement
- If start date is in the future, and a desk is available, we can reserve for a maximum of one month when a one month non refundable deposit has been paid.
- Fixed Desks can be used by the named member only, not shared with others
- Up to 10 guest hours free per month
- Each Fixed Desk comes with a lockable pedestal with one key
- Business address and mailbox service: The address should be registered in the following format: YOUR BUSINESS NAME, The Melting Pot, 5 Rose Street, Edinburgh, EH2 2PR.
- 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.
- At all times you are required to sign in/out of the coworking space both for yourself and any visitors.

Hotdesking (TMP25, TMP50, TMP100)

- Membership allowance runs from 1st to last day of each calendar month, regardless of start date
- Business address and mailbox service: The address should be registered in the following format: YOUR BUSINESS NAME, The Melting Pot, 5 Rose Street, Edinburgh, EH2 2PR.
- Changes - you may reduce your membership level by giving 4 weeks' notice. Subject to availability, you may upgrade your package at any time.
- Cancellation - you may cancel your membership by giving 4 weeks' notice.
- 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.
- At all times you are required to sign in/out of the coworking space both for yourself and any visitors.

Networker

- Minimum contract is 1 year. Contracts will be renewed automatically but can be cancelled if notified by the customer within four weeks of renewal.
- Pay as you go access to the coworking space is charged to your account at the end of each visit.
- Your time used is calculated per person rounded up to the nearest 15 minutes.
- At all times you are required to sign in/out of the coworking space both for yourself and any visitors.
- Any member of your organisation may use the space under this membership.

Virtual Office Service

- 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 will be released on full performance of the Customer's obligations under

the agreement. This deposit is returnable at the end of your contract, 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 any relevant TMP membership package.
- Notice period - there is a 3 months' minimum sign up, thereafter 4 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 Melting Pot monthly bulletin, 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, 5 Rose Street, Edinburgh, EH2 2PR. (b) To collect your post you must visit the office during our normal opening hours (8:30-18:00 Mon, Wed and Fri; 08:30-21:00 Tues and Thur), Mail must be collected on a regular basis (unless you are on the Gold package). Mail can also be collected by other people approved by you. (c) Mailboxes are open (i.e. not secure). (d) Your business mailbox may not be used to receive personal mail. (e) 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, record a personal voice mail message/s, and 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 Gold 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 (8:30-18:00 Mon, Wed and Fri, and 08:30-21:00 Tues and Thur, excluding bank holidays). (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.
- You are entitled to access the Premises at the times specified in the Virtual Office Service Agreement, with the exception of times when the Premises are 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 month's notice of times when the Premises will be closed.
- Under the terms and conditions of Virtual Office Service Agreement, if you want to access the co-working space for longer than purely collecting your mail, you will have to purchase either a Desk for a Day pass, or one of our [coworking membership packages](#).

Please read the following General Terms which apply to all packages, where applicable:

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 by Members. The Melting Pot reserves the right to edit profile and photo content.
- No responsibility is assumed by The Melting Pot for any content 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.
- 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 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 unauthorized 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.

1 Definitions

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

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

1.3 “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 co-working space, Community Building Events, and a monthly bulletin.

1.4 “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.

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

1.6 “The Melting Pot” means The Melting Pot, a company limited by guarantee (Company Number SC291663), having its registered office at 5 Rose Street, Edinburgh, EH2 2PR.

1.7 “Premises” means premises on the 4th floor at 5 Rose Street, Edinburgh which are occupied by The Melting Pot.

1.8 “Building” means Thorn House, 5 Rose Street, Edinburgh.

1.9 “Landlord” means the Ethical Property Company PLC.

1.10 “Parties” means The Melting Pot and the Customer.

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

2.1 These Terms and Conditions shall apply to all contracts for the supply of services by us to you.

2.2 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.

2.3 This Agreement shall not be construed as a lease or as conferring any tenancy rights on the Customer.

2.4 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 19th September 2007 or subsequent leases, and is subject to the whole of the terms and conditions contained in that lease. A copy is available on request.

3 Fees and Payment

3.1 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 around the 1st day of the month in advance the service period.

3.2 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.

3.3 Services such as telephone calls & mail forwarding will be charged in arrears. These invoiced amounts shall be due and payable within 7 days of receipt of invoice.

3.4 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 month's 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.

4 Notice

4.1 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 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.

5 Termination

5.1 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.

6 Conditions of Use

6.1 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 in the membership agreement; 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 guide and/or hearing dogs, 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.

6.2 Where we provide facilities which give you access to the Internet (including access to the World Wide Web), 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 will be regarded as a disciplinary matter and may lead to your Agreement with the Melting Pot being revoked without refund: 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.

6.3 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.

6.4 Your access to the Premises is via the stairs or lift from Rose Street. You are not entitled to use the North Close except as an exit in an emergency.

6.5 Should you activate the intruder alarm in the building, we reserve the right to recover from you any call-out charges thus incurred.

7 Confidentiality

7.1 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.

7.2 The provisions of this clause shall remain in full force and effect notwithstanding any termination of this Agreement.

8 Indemnities

8.1 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.

9 Limitation of Liability

9.1 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.

9.2 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.

9.3 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.

10 Assignment

10.1 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.

11 Severability

11.1 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.

12 Changing to a New Virtual Office Service or Membership Agreement

12.1 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.

13 Independent Contractors

13.1 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.

14 Force Majeure

14.1 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.

15 Governing Law and Jurisdiction

15.1 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.