

TERMS AND CONDITIONS

These terms and conditions form the basis of the contract through which The Melting Pot ('TMP', 'we', or 'us') will deliver a service to you as a Coworking Accelerator Network member ('you'). On becoming a member, you are automatically agreeing to these terms and conditions and you are providing us with the appropriate consent to handle your personal information in accordance with the Data Protection Act.

The Melting Pot is a registered charity no SC045966 whose registered office is 5 Rose Street, Edinburgh, EH2 2PR.

The Melting Pot is Scotland's Centre for Social Innovation and home of coworking in Edinburgh and we lead the way in ensuring creative, resilient and effective social innovation takes its essential place at the heart of a vibrant society. We do this by providing a range of resources and services, supporting and inspiring our pioneering coworking community and through our successful incubation programme the Good Ideas Academy.

Application for Membership

Any coworking space can apply to The CAN Network for membership however there is a need to match the values and ethos of The Melting Pot and CAN, and we will assess your application on a number of criteria, including:

- Actively promoting the core values of sustainable high quality coworking spaces: encouraging/enabling entrepreneurship, building valuable, long-lasting communities, proactively helping individual members to flourish.
- Signing up to a coworking commitment pledging support for these core values (over and above the simple requirements of serviced office space / hot-desking).
- Actively taking part in promoting the concept of quality coworking.

Our values guide our decisions:

- Respectful
- Inspiring
- Connection
- Practical
- Transformation
- Innovation

The Coworking Accelerator Network reserves the right to deny or cancel membership, access to its events or online facilities should the member or their company be deemed unsuitable for membership. No explanation needs to be given.

Coworking Accelerator Network Membership Benefits:

As a Coworking Accelerator Network member you will receive a wide range of benefits.

A typical membership package may include:

- **Coworking Accelerator Network CONNECT** – Network connection; Membership branding.
- **Coworking Accelerator Network EXPLORE** – Network connection; Membership branding; Strategy facilitation and guides.
- **Coworking Accelerator Network ACCELERATE** – Network connection; Membership branding; Coworking management platform (custom TMP Nexodus system); TMP phone support; TMP training & systems setup; TMP remote administration services.

Membership packages may vary according to the grade of membership held.

We reserve the right to change the benefits that apply to CAN membership at any time and without prior notice.

Coworking Accelerator Network Contract

When you click to submit your application online, or you email/post/telephone us with details of your application, you are making an offer to subscribe to the Coworking Accelerator Network which, if accepted by us, will result in a legally binding contract.

At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of this contract. You may not transfer any of your rights and obligations under these terms and conditions to another person.

Online Application

For online applications you will either have sight of a confirmation page or receive an email. If you have supplied your email address, acknowledgement that your application has been received and is being processed does not yet mean that the contract between us is formed. A legally binding contract is formed on the date we send your welcome pack. This will be sent out when all of your documents have been received and assessed, and membership is confirmed.

Written/Verbal Application

For applications made verbally or via a written application form or email; the contract between us will be formed when we send your welcome pack. This will be sent out when all of your documents have been received and assessed, and membership is confirmed.

Cooling Off Period

We offer a seven working days' cooling off period for new members, effective from the day your application is accepted.

This will allow you to cancel your membership without any penalty. If you wish to cancel your new member subscription, you must notify us within these seven working days in writing (by letter or email).

If a welcome pack has been issued, this must be returned to us. The cost of postage and packing applicable to the return of the welcome pack will be at your own expense and we will not be accountable for these costs.

Force Majeure

Neither party shall be liable to the other for any delay or non performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

Cancellation and Refunds

Your Coworking Accelerator Network membership is a rolling agreement which will automatically renew upon the anniversary of your application. You will receive a renewal notice in advance of the anniversary of your application date, informing you of your entitlement to cancel, and of any changes to your Direct Debit payment. Any payment arrangements that have been made by Direct Debit will automatically continue unless you notify your bank/building society that you wish to cancel it.

If you wish to cancel your membership, you must inform us of your intention to cancel a minimum of ten working days prior to the anniversary of your application. This notice should be provided directly to us, in writing (by letter or email).

No refunds will be provided unless the notice requirements are complied with.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund, if notice has not been given.

Price information

Fees displayed on the application section of the website will prevail at all times in relation to orders placed online.

Fees displayed on an application form, or quoted by a Coworking Accelerator Network representative, will prevail in relation to membership subscriptions placed verbally or by post.

You may make a one-off payment for a one year membership subscription, new or renewal, by cheque, credit/debit card or an annual direct debit payment.

We reserve the right to increase the price of the membership subscription on an annual basis. You will be informed of any fee increase within your renewal notification. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible.

Credit Card Payments

If you are not using your own credit/debit card to pay for the membership subscription, you must ask the permission of the credit/debit card holder before entering the payment details.

When you offer to subscribe to the Coworking Accelerator Network either online, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

Direct Debit Payments

Payment by direct debit is the simplest and the most convenient way to pay your Coworking Accelerator Network subscription. If you have an annual direct debit agreement then payment is automatic through your bank or building society, beginning on the payment date shown on your renewal notice. If you are just setting up your first direct debit, then first

annual payment will be taken from your account on the first working day of the month after it is returned to us, providing that it is returned ten working days before the month end.

If the direct debit mandate is provided later than ten working days before the month end, then the payment will not be taken until the following calendar month.

Data Protection

TMP is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to process your membership. As a member of the Coworking Accelerator Network your data will be used for marketing, statistical and analytical purposes and to administer your membership.

You will receive membership communications. If you provide us with your email address or mobile telephone number, then we may send information which may be of interest.

We do not pass data to any third party.

If you wish to obtain a copy of your personal data held by us, then please write to the address below. Please note that you may be charged a fee of £10 for this service. You may also be asked to provide proof of your identity and for information that might help to locate the data you are seeking.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information at the address below.

Data Protection via the Website

We will make every effort to ensure that the information on our website is accurate. However, we cannot guarantee this and accept no liability for any information given via this website.

Even if data encryption is used, the security of information transmitted via the internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event shall any such losses in whole or in part be borne by us.

Variation

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you.

Members may exit the contract without penalty if they do not accept any proposed variation.

Governing Law and Jurisdiction

These terms and conditions are governed by Scottish law. You hereby irrevocably submit to the exclusive jurisdiction of the Scottish courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription between you and us.

Acceptance of Terms & Conditions: Website

The use of the Coworking Accelerator Network website is subject to the following Terms and Conditions. By using this website you agree to our terms and conditions. TMP/Coworking Accelerator Network reserves the right to update the Ts&Cs at any time without notice to you.

Acceptance of Terms & Conditions: Membership

Membership of the Coworking Accelerator Network is conditional to the acceptance of these Ts&Cs. Our Ts&Cs are subject to change without notice.

As the network evolves we gain a better understanding of how members will benefit most from their membership. The Ts&Cs ensure that we continue to deliver a professional service to our members and attract members who are as committed to creating a supportive and professional community of members as we are.

These Ts&Cs complement the spirit of CAN and are subject to revision without notice. The most current Ts&Cs will always be available on the website.

Membership Payments

Any coworking space or its representatives acting in a manner not conducive to the aims of The Coworking Accelerator Network can have its membership suspended or rescinded at the discretion of the Coworking Accelerator Network.

The Coworking Accelerator Network membership fee is charged annually and is liable on the day of the start of membership and then on the day of annual renewal.

Renewal membership payments will be notified by invoice. Payment is to be made before the end of the current annual membership date. In such cases where payment is not received before the end of current membership, membership will be suspended pending settlement.

Once renewal has been agreed and made it cannot be cancelled or refunded.

Membership will only start before payment is received at the discretion of the Coworking Accelerator Network and on the understanding that the terms of membership including payment have been understood and accepted by the company.

The Coworking Accelerator Network requires payment within 30 days of invoice/date specified on the invoice and reserves the right to charge an administration fee for late-payment of renewals. The annual membership renewal notification will be sent one calendar month before a renewal is due. The renewal fee is to be received by the renewal date so that membership can continue. If the payment is not received it will be assumed that you do not wish to continue and the membership will cease.

Accuracy of Information.

Every care has been taken to ensure that all information on this site is correct and true at the time of entry. Whilst we endeavour to check the accuracy of any information or prices supplied to us, we cannot be held responsible for the accuracy of any information submitted by our members or third parties.

Images and Documents Available on this Website.

Permission to use Documents (such as press releases) is granted, provided that:

- (1) use of such Documents is for informational, personal and non-commercial use only and will not be copied or posted on any network computer or broadcast in any media, and
- (2) no modifications of any Documents are made.

Any images used on this site are owned by Coworking Accelerator Network/TMP or used with the express permission of the owner.

This site will not be used in the communication of services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

You may not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on this site.

Links to Third Party Sites.

The links on this site may let you leave the Coworking Accelerator Network website. Any linked external sites are not under the control of the Coworking Accelerator Network/TMP and we can therefore not be held responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The Coworking Accelerator Network is not responsible for webcasting or any other form of transmission received from any linked site. The Coworking Accelerator Network is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site. We cannot be held responsible for any files uploaded from third party sites that may contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.