

South Lanes Studios - General Terms and Conditions

“Us or we or South Lanes or South Lanes Studios”: SOUTH LANES STUDIOS LIMITED (registered at 15-17 Middle Street, Brighton, BN1 1AL) or any of our subsidiaries, be they fully or partly-owned.

“You or Your”: The individual or company listed on the attached Membership Information form.

“Members”: any individuals who have agreed a Membership Agreement with South Lanes Studios, or who have registered on the Member Dashboard and may go on to make a reservation.

“Member Dashboard”: The members area of the South Lanes website. This is where you will make all changes to your Membership Plan and profile, reserve your Workspace(s) and purchase any additional services.

“Membership Agreement”: The entire contents of this contract.

“Minimum Commitment Period”: The minimum term, as set out on the Membership Information Form, that you agree to hold your membership with us and before you are permitted to make any changes to or terminate your Membership Agreement. This term refers to an amount of full calendar months.

“Membership Plan”: The type and use of the Workspace(s) which you decide to take up with us and as set out in detail in the Membership Contract in your Membership Agreement.

“Team Member”: Each member of your team that you have paid for to receive access to your Workspace and other benefits, all of whom are bound by the terms of this Membership Agreement.

“South Lanes Site” or “Middle Street Site”: The premises where your Workspace(s) is located (15-17 Middle Street, Brighton, BN1 1AL)

“Reservation”: The reservation and use of a Workspace(s).

“Order”: An order made for a Reservation by a Member via the Member Dashboard.

“Account”: An account set up on the Member Dashboard by any individual.

“Confidential Information”: All information, know-how, prices, processes and initiatives of South Lanes Studios Limited.

“Community Lead”: The Lead Community Manager at your South Lanes Site.

“Workspace(s)”: For Resident Membership this refers to your studio(s) and/or office(s) at South Lanes Studios as set out on the attached Membership Information Form. For all other

individuals, this refers to any studio or space at your South Lanes Site available for booking or reserved on the website or Member Dashboard.

Provision of Services

You have a right of access to and use of your Workspace(s). You may not timeshare your membership. Only individuals registered by you as Team Members with South Lanes may be provided with access cards and a right of access to and use of your Workspace(s).

We are not liable for any loss as a result of our failure to provide a service due to a mechanical breakdown, internet outage, strike, delay, failure of staff, termination of our interest in the building containing your South Lanes Workspace(s), insured risk or otherwise.

We do not guarantee to provide internet access in our Workspace(s) at all times. There may be times where the internet is slower than we would like it to be, or not working at all, however, South Lanes will endeavour to resolve the service as quickly as possible.

Other than in respect of death or personal injury caused by our negligence or the negligence of our agents, South Lanes shall have no liability to you in respect of any act, omission, neglect, delay of default by any of our staff, contractors or agents.

We will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss or damage to data, third-party claims or any indirect, special or consequential loss. We strongly advise you to insure against all such potential loss, damage expense or liability. South Lanes takes no responsibility for the loss of personal property, equipment or materials, including but not limited to damages for lost profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, negligence or any other loss.

Subject to the provisions of the previous two paragraphs, our total liability to you arising from or in connection with this Membership Agreement and in relation to anything which we may have done or not done in connection with this Membership Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the fees paid or payable by you in the 6 months period immediately preceding the event giving rise to such liability (or, in the case of a series of connected events, the first of such events).

If for any reason we cannot provide the services stated in your Membership Agreement by your Start Date, we have no liability to you for any loss or damages, but you may cancel the agreement without penalty. We will not charge you any fees until the services become available.

The services offered are at all times subject to the terms of this Membership Agreement.

You Agree To

(1) Our Rights:

- We are entitled to access your Workspace(s), with or without notice, for cleaning, maintenance, safety or emergency purposes.
- We may at any time alter these terms and conditions. Prior notice to You of any such alterations will be provided by the email you provided on the Membership Information Form attached not less than 7 days before any such alterations come into effect. Unless you object to these changes once notified, you will be deemed to have accepted them.
- We reserve the right to employ CCTV as a means to monitor the security of the South Lanes Site any time.
- In no way does your membership with us constitute a lease agreement.

(2) Your Responsibility Over The Premises:

- Upon your departure, we reserve the right to charge additional reasonable fees for any repairs needed on your behalf above and beyond normal wear and tear.
- If you leave any of your own property in the communal areas of the South Lanes Site, we may dispose of it in any way we choose without owing you any responsibility for it or any proceeds of sale.

(3) Registration & Booking:

- You must ensure that all information about you that is held by us is true, complete, not misleading and up to date. This includes using your given name or, with express written consent from South Lanes, a stage name that you are known by for the purpose of fulfilling work or entertainment. You can amend your registration details at any time through the Member Dashboard.

You agree not to:

- a. impersonate any other person or entity;
- b. falsely describe or otherwise misrepresent yourself (including your age and personal circumstances);
- c. falsely describe your affiliation with another person or entity;
- d. use or attempt to use another's account;
- e. solicit personal information (including passwords and banking information) from another person.

- We are entitled to assume that any use of your Account is made by you. You are solely responsible and liable for any use of the Member Dashboard under your Account or any other use of your username and password.
- You may only hold one Account. If you forget your username or password, you can use the password recovery option or contact us so we are able to provide a replacement password. Holding more than one account is prohibited and any studio time gained through these accounts and subsequent promotional codes, will be charged to your account without notice.
- Do not share your password with any other person or allow any other person to use your Account. We are not liable for any improper use of your password or Account or any use of your password or Account by any other person. If you think any other person knows your password, or that your Account has been used by any other person, you must inform us immediately.
- If you do not log into your Account for 12 months, we may terminate the Account.
- When you place an Order, the Member Dashboard will indicate an amount which you permit us to pre-authorise on your debit or credit card. You further permit us to take payment of this pre-authorised amount or part thereof to reimburse either us in respect of any loss, damage, liability, expenses or costs incurred as a result of your breaching any of our Terms & Conditions.
- If you choose to make an Order, you do so at your own discretion. This is an offer to enter a contract with South Lanes to make a Reservation. If South Lanes accepts the Order you will be entering a contract with South Lanes which will be confirmed by South Lanes by email.
- There is no guarantee that Orders will be accepted. South Lanes may reject your Order at any time, provided they return any payment you have made for that Order.
- Bespoke Cancellation Policies and Booking Policies apply depending on the spaces you book. This is clearly outlined at the time of booking.
- Membership Joining Fees are non-refundable. However, you have up to 90 minutes after signing up for your membership to cancel with no fee other than your lost Membership Joining Fee.
- For any questions, you can email info@southlanesstudios.co.uk.
- Maximum capacity for studios or spaces reserved on our Member Dashboard are as follows:
 - Studio 1 Recording (10 Person Max)
 - Studio 1 Rehearsal (7 Person Max)
 - Studio 3 (2 Person Max)
 - Studio 4 (4 Person Max)
 - Studio 5 (4 Person Max)
 - Studio 6 (6 Person Max)
 - Studio 7 (2 Person Max)

- South Lanes shall have the right to make any changes to a Reservation which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of that Reservation, in which case South Lanes shall use its reasonable endeavours to promptly notify you of any such changes.

Our House Rules

- You are responsible for leaving your Workspace(s) and the common areas in a tidy state and condition. Any spillages and resulting accidents are your responsibility, please keep the rooms as you'd like to find them.
- You agree that you are responsible for the safety and behaviour of all individuals who accompany you to your South Lanes Site as part of a Reservation and shall not permit unknown members of the public to access your South Lanes site, including the workspace(s) you have under Reservation;
- You agree not to exceed the recommended studio maximum person capacities specified on our Member Dashboard and website.
- You agree not to damage any equipment or other property made available and to compensate South Lanes for any such damage without limitation of cost. This includes, but is not limited to equipment in communal corridors, spares cupboards, kitchens, toilets or in external communal areas such as car parks, and car park entry/exit gate systems;
- You agree not to tamper, damage or cover up any CCTV equipment, and to compensate South Lanes for any such damage without limitation of cost. This includes and is not limited to CCTV equipment in communal corridors, communal areas or in external communal areas such as car parks and studio entrances;
- You agree not to tamper, damage or cover up any fire alarms or fire safety equipment, and to compensate South Lanes for any such damage without limitation of cost. This includes and is not limited to fire alarms and fire safety equipment in communal corridors, communal areas, kitchens or toilets;
- You agree to strictly refrain from hazardous activities while on site that may set off our fire detectors. This includes, but is not limited to: smoking, vaping and lighting candles or incense. You understand that by setting off our fire alarm or damaging our property or premises you may be liable for a charge at South Lanes' discretion.
- You agree to clear all of your own equipment, including all rubbish, before leaving your South Lanes site. You agree to place rubbish in the bins provided and to reimburse South Lanes for cleaning costs which arise from your use of the Workspace(s);
- You agree to ensure that you and all such persons are aware of all applicable fire evacuation procedures and all fire and other safety rules provided at your South Lanes Site;
- You agree that guests of Member(s) may not enter the South Lanes Site without that Member being present. Members may not be separated from their guests within a South Lanes Site or allow their guests to remain in the South Lanes Site when they leave.

- You agree to vacate your South Lanes Site by the end of the time allotted to you as part of a Reservation, failing which we may charge you for any additional time at our standard rates prevailing from time to time;
- You agree to immediately report to us any damaged or missing equipment found by you either through the Member Dashboard, by email or by telephone, and failing to do so, you may be charged for such loss or damage;
- You agree that you are responsible for any equipment you bring to your South Lanes Site and that we shall not have any responsibility for damage, theft or loss of your equipment;
- On bringing into your South Lanes Site such equipment, you agree that it is of electrical worthiness and does not pose a risk to the operation and welfare of the equipment, lighting, power or other amenities provided by us, as part of your Reservation;
- You agree not to bring any dangerous or unlawful equipment, substances or materials into your South Lanes Site, which includes but is not limited to illegal drugs, nitrous oxide, knives, guns or any other implement which would instigate fear or harassment;
- You agree not to consume food or drink over any equipment or desks inside of any studio or space at your South Lanes Site reserved on the website or Member Dashboard. Please use the designated communal areas or seating when eating.
- Any food that has a pungent smell must not be consumed at all within the studio spaces.
- Overconsumption of alcohol in the studios is not permitted and may result in a fine or termination of your agreement. You agree to stay within your own limits of alcohol consumption.
- You agree not to display violent or aggressive behaviour towards South Lanes members, staff or guests.
- You agree to report any suspicious behaviour or mistreatment of the South Lanes Site to us immediately.
- You will not operate a business which competes with our business in any way (including, but not limited to studio rental).
- You agree not to use the name South Lanes, South Lanes Studios or South Lanes Studios Limited in any way in connection with your business, without prior approval from us.
- You will comply with all relevant laws and regulations in the conduct of your business.
- You will not do anything that may interfere with the use of the South Lanes Workspace(s) by us or by others, cause any nuisance or annoyance, increase the insurance premiums we have to pay or cause loss or damage (directly or indirectly) to us or to the owner of any interest in the building which contains the South Lanes Workspace(s).
- You are liable for any and all damage (and resulting costs) caused by you or those in the South Lanes Workspace(s) with your permission or at your invitation.
- You will not install any cabling, IT or telecoms connections switches or hubs, without prior approval from us. You will not attach or affix any items to the walls, install

antennas, or telecommunication lines or devices in the Workspace(s) without prior approval from us. You are responsible for the cleanliness and presentability of your Workspace(s) and any item left in the communal areas may be thrown away.

- You will not use the internet connection to host, spam, access inappropriate adult material, or conduct illegal activities. South Lanes requires members to comply at all times with the relevant provisions of the Digital Economy Act 2010 when using South Lanes's free internet connection.
- You will not attempt to gain access to any computer systems or South Lanes networks, or attempt to obtain any materials or information not intentionally made available to all South Lanes users. You will not use South Lanes in connection with any unlawful or immoral activity or perform any activity likely to be disrupting or dangerous to other members.
- Members will only receive an access card once they have supplied South Lanes with ID Proof in the form of a passport or a current photo driving licence. You will ensure all Team Members keep access cards secure and agree to pay the replacement fee if they are lost.
- Upon termination of this Membership Agreement, all access cards must be returned or a replacement fee will be charged.
- You will not allow any guest(s) to enter the building without registering such guest(s) according to our policies.
- It is your responsibility to read emails from us as they may contain information relating to changes in fees, services or other elements of this Membership Agreement. If you do not contact us to terminate your Membership Agreement then you will be deemed to have accepted these changes.
- We may disclose information about you or your Team Members as necessary to satisfy any applicable law, regulation, legal process or government request.
- You agree to supply South Lanes with up to date ID records for You and each and every Team Member.
- You will not misrepresent yourself to any South Lanes Member or any member of our Community Management Team.
- You may be exposed to confidential information whilst at South Lanes (e.g. business information, trade secrets, technology, customers and prospects). You agree to keep all such information confidential, except where compelled by competent legal authority to disclose it.
- You agree to adhere to all car parking regulations and notices displayed, whether provided by the local authority, South Lanes and to the extent of accepting this definition, indemnify South Lanes for any loss or damage incurred to your vehicle/s or your property.
- The terms of your agreement are confidential. You agree not to disclose them without consent unless required to do so by law or an official authority. This obligation continues after your agreement ends.

ADDITIONAL ITEMS

(1) Insurance:

It is your responsibility to arrange at your own expense all insurances relating to personal property, commercial general liability covering yourself, your Team Members and your guests for property loss and damage and injury to yourselves or your guests. We accept no responsibility for any loss of or damage to your property (or that of your visitors) while they are using the South Lanes Workspace(s) or any of the services offered. You agree to provide proof of insurance upon request.

(2) Dogs:

If any Member, Team Member or their guests plan on bringing a pet into the South Lanes Site, we will require this Member to produce proof of vaccination for such pet in a form satisfactory to us. If any of your guests brings a dog without proof of vaccination, or other unlawful animal into the building, you will be responsible for any injury caused by this animal to other Members or guests or to the property of the foregoing. Neither us nor our employees will be responsible for any injury to such pets. Pets must not situate themselves on our furniture or near our equipment. We reserve the right to at any time restrict any Member's right to bring a pet into the building.

(3) Other Members:

In case of a dispute between you, a Team Member and another Member we are under no responsibility to mediate or participate.

(4) Technology Release:

In order to make use of all the systems offered at South Lanes, it may be necessary to install software onto a Member's device. In addition, from time to time, at a Member's request, we or an affiliate may help troubleshoot problems a Member may have in trying to access certain functionalities, such as printing or accessing the Internet. You agree that we (including our staff and our affiliates): are not responsible for any damage to any Member's computer system related to such technical support or downloading and installation of any software; do not assume any liability or warranty in the event that any manufacturer warranties are voided; and do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

(5) Guests:

You may have as many visitors as there is capacity in your Workspace(s). For security reasons, each and every guest must be signed in when they enter South Lanes.

(6) Rights:

All Confidential Information disclosed by us to you, including remains the sole and exclusive property of South Lanes Studios Ltd. You acknowledge and agree that nothing in this Agreement or your participation or use of the services will be construed as granting any rights to you, by licence or otherwise, in or to any Confidential Information or any patent,

copyright or other intellectual property or proprietary rights of South Lanes Studios Ltd, or any other Member.

(7) Indemnity:

You release, and hereby agree to indemnify and defend South Lanes Studios Ltd, its affiliates, divisions, and their past, present and future officers, agents, shareholders, Members, representatives and employees, from and against all claims, liabilities, losses, damages, costs (including reasonable legal fees), expenses, judgments, fines and penalties based upon or arising out of (i) your negligent actions, errors and omissions, wilful misconduct and fraud in connection with the participation in or use of the services, (ii) any breach by you of the terms of this Agreement;(iii) any advice that you were given (by our staff, affiliates or another Member) whilst working at South Lanes that you deem to have caused any negative impact or result on your business or personal wellbeing;(iv) all costs, damages or losses associated with any third party claim arising from any act or omission by you;(v) any injuries sustained whilst working from your Workspace(s) unless the injury is a result of our negligence to provide you with a safe environment. If roofs or other terraces are made available you hereby indemnify us from any accidents resulting in the use of such space.

Any recommendations or suggestions given by a Community Lead or any other member of South Lanes's staff cannot and should not be relied upon, and must not be considered to be formal advice. South Lanes, its Community Lead nor any other member of South Lanes staff shall have any liability to you in respect of any assistance given to you in preparing your presentation and you agree and hereby do indemnify South Lanes, it's Community Lead and its staff in respect of any claim or liability which arises in respect of such assistance

(8) No Assignment:

You will not transfer or assign any part of this Membership Agreement or any of your rights or obligations therein without our prior consent.

(9) Tuition of Minors:

- You will not transfer or assign any part of this Membership Agreement or any of your rights or obligations therein without our prior consent.
- Members who make a Reservation with the intention for tuition and the teaching of minors (persons classed as under the age of 18 years old) hereby accept and confirm:

a. they have valid Disclosure and Barring Service (DBS) check;

b. they are over 18 years of age;

c. any assistants employed within the Member's Reservation are over 16 years of age and also carry a valid Disclosure and Barring Service (DBS) check;

- d. they have completed a Safeguarding & Child Protection Impact Assessment and have a structured and valid policy that:
- e. ensures all minors are supervised at all times during the Reservation;
- f. are greeted by the Member or validated assistants at the point of entry before the Reservation commences;
- g. that participants classed as minors are escorted to toilets when required and are supervised on the return to your Workspace(s);
- h. that participants classed as minors are not permitted to wander the building, car park or any other room alone or in groups containing other minors;
- i. are only reunited with a parent, guardian or prior agreed person at the end of the Reservation at an agreed pick up point on the premise;
- j. they explain the emergency evacuation procedures and amenities to all participants and guests prior to the commencement of the Reservation;
- k. carry physically or digitally a copy of all emergency contacts for the participants involved if minors.
- l. not to produce or shoot any media such as photographs and videos without the explicit consent of the minors' parent or guardian;
- m. carry relevant and valid insurance.

(10) Termination:

We reserve the right to terminate your Membership Agreement, Credit Package and any access to the relevant South Lanes Site immediately and without refund if:

- You are in breach of one or more of the terms and conditions listed here or on your Membership Agreement.
- Your conduct, or that of someone at the South Lanes Site with your permission, is deemed inappropriate for our environment or unpleasant or to be a form of gross misconduct (including but not limited to stealing, misuse of premises for illegal or misleading business practices, vandalism, harassment);

Registered Office Address: South Lanes Studios Ltd, 15-17 Middle Street (within Werks), Brighton, East Sussex, BN1 1AL (Company Number: 12330969).