

# Terms Of Use Agreement

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PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES WITH REGARDS OUR DIRECTOR OF FACILITIES AND/OR SITE MANAGERS, PLAYTESTERS, AND OTHER IN-HOUSE APPLICABLE PROJECTS.

This is the official Terms of Use Agreement (“Agreement” or “Terms of Use”) for ProjectTHISNG, <https://ProjectTHISNG.org.uk> (the “Website”) and any games, applications, 3D Printing, Airbrushing and airbrush equipment, electrical hardware, film equipment, Space booking and use, facilities, content, activities and services made available by, Inc. Director of Facilities Gary Powell (Director, owner) (“ProjectTHISNG,” “we,” “us,” or “our”), including, but not limited to, through digital distribution platforms, social networking Website or any Tabletop versions thereof. The [Website](#), Tabletop Games and Any digital game Applications are referred to herein as the “Services” and the Services are provided by ProjectTHISNG. These Terms of Use are a binding agreement between you (“*you*” or “*your*”) and ProjectTHISNG. By using the Services, you indicate your unconditional acceptance of the following Terms of Use and any other applicable Additional Terms (as defined below). This Agreement applies whether you are accessing the Services via the ProjectTHISNG Site and or through Bookings, a Games Club, Store, personal copy, personal computer, a mobile device or any other technology or devices are now known or hereafter developed or discovered (each, a “Device”).

This Agreement governs only the content, features, and activities related to these Services unless specifically stated. ProjectTHISNG grants Member/s a right to occupy and use the Facilities in accordance with the terms of the Agreement for the sole purpose of using facilities. Member/s may not use the Facilities for another purpose. The Member/s are granted a licence to use the Facilities (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of ProjectTHISNG and the Member/s shall be taken as creating a tenancy or the relationship of landlord and tenant. The Member/s hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in ProjectTHISNG. ProjectTHISNG shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Facilities or of the Goods that members use in their allotted time slots, with the sole exception of those owned or lent by ProjectTHISNG and/or its legal representatives.

By entering into the Agreement, Member/s warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Member/s indemnifies

and will ProjectTHISNG hold harmless against any claim or cost or any action or proceeding in connection with the Goods from any personally owned third party, including disputes in connection with the ownership or rights to possession.

## Principal terms for ProjectTHISNG

- The organization is called ProjectTHISNG Tabletop Hub and Incubator Space which is hereafter referred to as the ProjectTHISNG
- This agreement commences once you have indicated your acceptance in the Declaration section of the sign-up process.
- This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.
- You cannot transfer this agreement to anyone else.
- You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
- All terms apply to both you and those who are part of your group, guest playtest group, company or company representative, or those who we deem to be acting for or with you.
- we/us/our: ProjectTHISNG.Org.UK trading as ProjectTHISNG
- Contract: your Membership Agreement and these Membership Terms and Conditions
- Etiquette and Code of Conduct: the standards of behaviour required for safe and acceptable use of ProjectTHISNG Facilities and services, as displayed in our Venue and a copy of which is available on our website, [Club Rules and Behaviour](#)

These Services are offered and made available only to users 12 years of age or older (17yrs) and certain features within our purview (including, but not limited to, Playtesting, Product Review, Director of Facilities and/or Site Managers) and may be subject to heightened age and/or other eligibility requirements. If such services are being accessed by persons under the age of 12 years then it may only be done so by the strict agreement of ProjectTHISNG and its representative (Director of Facilities) Gary Powell, and with the strict knowledge that such services are being accessed with a binding agreement by a signed signatory of 18 Years or older and one who is also willing to be signed as a legal guardian or legal representative of the persons 12 years or under and so named. This also includes groups who intend to use the facilities for those of a school age for educational purposes. All such queries should be made to Gary Powell and should include a Health and Safety agreement and Site use agreement.

If you are not yet 12 years of age or older or the required greater age for certain features, and/or do not meet any other eligibility requirements, please discontinue using the Services immediately or, if for any reason, you do not agree with all of the terms and conditions that are contained in this Agreement, please discontinue using the Services immediately because by using, or attempting to use the Services, you certify that you are at least 12 years of age or other required greater age for certain features and meet any other eligibility and residency requirements of the Services. If you are between the ages of 12 and 17, you represent that your legal guardian has reviewed and agreed to this Agreement and takes full responsibility for your compliance with them.

These terms and conditions regarding your use of the Services do constitute a legally binding agreement between you and ProjectTHISNG. In this Agreement, the term “Service” includes all Website and web pages within the Services as well as any equivalent, mirror, replacement, substitute or backup Website and web pages that are associated with the Services. By using these Services, you understand, acknowledge and agree that you will abide by the terms of this Agreement and any additional terms that govern certain products and services, which will be presented by ProjectTHISNG in conjunction with those products and services (“Additional Terms”), including, but not limited to, ProjectTHISNG Confidentiality Policy, Playtesting agreements, non-disclosure agreements, end user license agreements accompanying a ProjectTHISNG game, Rules (as defined below), and the User Content Submission Agreement which governs your submission of User Content (as such term is defined therein) for the Services. The Services may also provide rules of participation (“Rules”) for certain activities and services including, but not limited to, contests and sweepstakes, award programs, and gaming services.

The Services’ Additional Terms and the Privacy Policy and the Rules are hereby incorporated in this Agreement by reference. To the extent that there is a conflict between this Agreement and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. This Agreement will remain in full force and effect as long as you are a user of the Services, you will still be bound by your obligations under this Agreement, the Privacy Policy, and any Additional Terms or Rules, including any indemnifications, warranties and limitations of liability. Additionally, if you access the Services through a Physical or digital distribution platform, social networking website or a mobile version thereof, you shall comply with such platforms terms of service/use as well as this Agreement.

Users have a personal, revocable, non-transferable, non-exclusive right to access and use the Services and Materials (as defined below) subject to these Terms of Use and any applicable Additional Terms. The words “use” or “using” in this Agreement means any time an individual (a “user”), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, view, print or copy from the Services, transmit, receive or exchange data or communicate with the Services, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Services, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third-party content or Services or any links that may direct your browser or your connection to third party Services or pages.

ProjectTHISNG does not guarantee that any Services will be available at any given time or that it will continue to offer any Services for any particular length of time. Not all features, products or Services offered are available to all persons. ProjectTHISNG reserves the right to limit, at its sole discretion, the provision and quantity of any Service to any person in any location. Any Service is void where such Service is prohibited. ProjectTHISNG reserves the right to change and update the Services without notice to you, including the right to refuse or limit your request to acquire Services from us if at any time we feel it is in the best interests of either party. You

are solely responsible for complying with applicable laws with respect to the Services you use. This is the entire and exclusive Agreement between you and us regarding the use of the Services and it cannot be modified, except as specifically described below in Section 2.

## Membership

your contractual relationship with us, which can be on various different packages and terms, as follows:

- **Annual Membership**
  - A membership that is paid upfront and has a fixed term of 12 months. With Set Hours a Month.
- **Annual Membership - Ad-Hoc**
  - A membership that is paid upfront and has a fixed term of 12 months. With Set Hours over a year.
- **Bundle Membership**
  - Membership giving access to the facilities, with access to access to specific functions and/or services.
- **Monthly Membership**
  - A membership for one month, with set hours, usable for either one calendar month or 4 weeks, depending on date of booking.
- **Ad-Hoc Membership**
  - A membership that offers a range of benefits including access non-time set hour packages, which can be used to book (Time) Free sessions for site and facilities use.
- **Game Dev Membership**
  - Membership that allows the holder to enter the facility to make use of specific equipment and use the site for Play-Testing and digital video production and feedback, viewing via third-party facilities (This can be but not limited to Digital transmission, recording, mechanical means) Play-testers and those designated being part of the game development (Non Game Dev Staff) May make use of the

facilities either through introduction and site entrance or via Director of Facilities and/or their designated representative, at the appointed booking slots.

- **Solo Membership**

- a membership for one specified member.

- **Student Membership**

- Membership available to Students only, with a fixed duration, and subject to the separate student terms and conditions set out as per policy.

- **Twin Membership**

- Membership for two specified peoples as set down in Members Application.

- **Monthly Membership Amount**

- the amount you agree to pay each month for your Membership. Only applies to certain types of Membership.

- **Membership Amount**

- the amount you agree to pay upfront for your fixed term Membership. Only applies to certain types of membership.

- **Personal Introduction Session**

- The sessions booked by you directly with ProjectTHISNG Director of facilities or designated representative which do form part of this agreement and are provided by ProjectTHISNG and are subject to Terms and Conditions of this agreement. These sessions are part of the induction and do not form or use up any allocated or booked hours but represent part of ProjectTHISNG's Induction to the site, facilities and equipment and Health and Safety policy.

- **Personal Training Sessions**

- The sessions booked by you directly with an independent self-employed Individual which do not form part of this agreement and are not provided by ProjectTHISNG and are subject to a separate agreement between you and the individual. These individuals are considered to be your 'Guest' with regards Terms and Conditions and must complete an application form to be allowed on the site and access the facilities. You will be held accountable for all actions that take place by such individuals.

- **Course/Training/Educational Sessions**

- The sessions booked by you directly with an independent self-employed Subcontractor/Member which do not form part of this agreement and are not provided by ProjectTHISNG and are subject to a separate agreement between you and the individual/Organisation/Business.

- **Block Booking**

- The Booking of Hours for an extended Period. Please note a block booking must consist of a minimum of 6 consecutive Morning/Afternoon, Afternoon/Evening, Midnight/Dawn or sessions that run concurrently, I.e 10 Afternoon Sessions. Under 6 block bookings are deemed a regular casual booking.

- **Single Booking**

- Single Booking or Regular Booking Sessions are a Booking of Hours for a single session. Please note a block booking must consist of a minimum of 1 session regardless of time Session booked Morning/Afternoon, Evening, Midnight or Dawn.

### **Session Booking**

The Booking of Hours for a regular Period. Please note a session booking must consist of a minimum of 5 consecutive sessions, 1 week Morning or Afternoon, Evening, Midnight, Dawn or sessions that run concurrently or regular, I.e 10 Monday Morning Sessions either half morning/Full Mornings, etc, . Under 5 Session bookings are deemed a regular casual booking.

### **Administration Fees**

ProjectTHISNG fees raised for changing membership terms or arising out of any breach of the terms as set out on our website.

### **ProjectTHISNG Membership Rules:**

The rules governing your conduct as set out on our website at

## Registration

We will require each user to register with us and in order to access and use certain features or functions of the Services and may also, from time to time, provide users with additional products or services necessary to access and use certain features or functions of the Services. Please read our Privacy Policy, which describes the personally identifiable information (“Personal Information”) we collect, use, disclose, manage and store.

You must provide truthful and accurate information, and update such information to keep it true, accurate, current and complete. You may not select the name of another person, any third party’s trademark, copyright or other intellectual property infringement, any name that could mislead others to believe you to be an employee or agent of ProjectTHISNG or any name that ProjectTHISNG deems in its sole discretion to be vulgar, offensive, or otherwise violates this Agreement. You may also be required to register an account with the digital distribution platform or social networking service through which you seek to connect to or access a Service.

## Modifications

ProjectTHISNG may at its discretion alter, suspend, or discontinue the Services in whole or in part, at any time and for any reason, without notice. The Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the Services and/or e-mail you or notify you upon login about these changes; the form and manner of such notice is at our discretion. Once we post them on the Services, these changes become effective immediately and if you use the Services after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement, including, but not limited to, the User Content Submission Agreement, other Additional Terms, Rules and Privacy Policy, regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

## Termination

You may terminate your membership at any point by cancelling your direct debit with your bank, allowing 3 to 4 working days for the bank to action this. Please call Member Services for options available to you or for any further information.

*In the above circumstances, your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate. If you have purchased a Fixed Term membership you will be entitled to 50% of the pro-rotated amount minus the joining fee and the usual administration fee as the refund for any unused membership.*



# Conditions of Hire

## Access

- You can only access the site during your allotted Booking slot.(see Hire Period)

## Safety

- You must take all reasonable safety measures.
- You must make all KEY / PIN number / Access Devices safe and with proper regard to the Terms and Conditions. (See Door, Key, Pin rules and regulations.)
- You must ensure that all persons attending the Block Booking use the premises, facilities and equipment in a proper manner having regard to any relevant guidance, bylaws or regulations. (See [Rules of Conduct](#))
- You must not alter or add to the lighting, loudspeakers, microphones or any other electrical equipment without an agreement in writing beforehand from the Director of Facilities.
- All electrical equipment you use at the Block Booking must have a current electrical safety certificate and also be approved by the Director of Facilities.
- Fire Safety – You must make sure that:
  - all inflammable materials you use in displays or in costumes at the Block Booking are treated and maintained with a fire-resistant solution
  - during the Block Booking, no-one interferes with fire doors with automatic closures
  - you keep every corridor, entrance and exit clear and ready for emergency use
  - no-one interferes with the fire extinguishers
- You must comply with all other safety guidelines that the Director of Facilities or other authorised ProjectTHISNG staff brings to your attention.

## Electric, water and gas: fittings and supply

- You shall ensure that no electrical, gas or water supply fittings or appliances in the Facility are altered, removed or in any way interfered with or any additional fittings or appliances installed or fitted without the approval of the Director of Facilities.

## Hire period

- Hiring the ProjectTHISNG Venue, or Facility does not entitle Members to enter or use them at any other time other than the hire period booked and confirmed unless you arrange this with the Director of Facilities beforehand. (*This is a regulation that applies to everyone.*)
- Setting up and dismantling equipment must take place within the hire period unless otherwise agreed beforehand with the Director of Facilities.

- If you use the Facility beyond the hire period you will be liable for an additional one-hour charge for each hour and part hour that you use the Facility at the current hourly rate.

## **Booking Applications**

- We only accept booking applications to use any part of the Facility, Venue on the ProjectTHISNG official booking application form.
- We may, at our discretion, refuse an application.
- The Director of the Facility reserves the right to refuse any application or cancel any booking. The Director of Facilities also reserves the right to stop the Block Booking taking place if any conditions are not met and we do not accept any liability for any losses or costs incurred by you in such circumstances.
- We will send an official confirmation acceptance of your booking to you in writing, email, which will include individual conditions which must be met.
- You may not transfer a booking without the agreement in writing beforehand from the Director of the Facility.
- Any unauthorised transfer of bookings will result in the Director of the Facility refusing to accept any future bookings from you.

## **Application Procedure**

- If you wish to make a block booking at the ProjectTHISNG Site Venue, Facility, then you will need to complete and return the relevant application forms either Membership bookings through the website booking system or Booking form to ProjectTHISNG, 4 East Street, The Creative Quarter, Nottingham, NG1 3AY or Contact us on email: [Bookings@ProjectTHISNG.org.uk](mailto:Bookings@ProjectTHISNG.org.uk) if you have any queries or would like more information.
- Answer all relevant questions on the membership application form or your application could be delayed.
- If in writing, then please write neatly in black ink or complete electronically.
- When we receive your application we will send an acknowledgement to you together with a copy of your application for your records. Any changes to the information on your original application you must inform ProjectTHISNG immediately in writing. If you do not notify us of any changes permission for the Block Booking Block booking may be withdrawn and we do not accept any liability for any losses or costs incurred by you in such circumstances, and may at times charge an Administration fee.
- When a decision has been made on your application ProjectTHISNG will inform you in writing and email.
- If permission is given for your Block Booking to take place you must comply with these Conditions together with any additional conditions or instructions provided to you in writing by us.

- Bookings can be made by Non members however each booking will incur Admin Booking charges, and non members will not be covered by our onsite Insurance liabilities.
- Memberships allow for mixed options and ProjectTHISNG does include options for Hours to be carried across and used on an ad-hoc basis.

## **The hire conditions - Hiring Member's responsibility/liability**

- You, as the *hiring Member*, are personally responsible for complying with these conditions.
  - You are responsible for ensuring that the Individual, Club and/or Organisation you represent complies with these conditions.
- Before the Block Booking start date, you must complete, sign and return the application form. By returning the signed application form you are entering into a contract with us for the hire of the ProjectTHISNG Facility and are accepting personal responsibility, together with the Individual, Club and/or Organisation you represent, for compliance with these conditions.
- ProjectTHISNG can look to supply qualified coaches/teachers/individuals at an additional charge, not including administration charges and hidden costs (talk to us) if required
- We have the right for our employees or agents to enter the Premises during the Block Booking to make sure you comply with these conditions of hire. (The obligations and confidentiality of NDA's and private playtesting will be respected and follow legal obligations.)
- For safety reasons if more than 12 members are expected to take part in the session, an additional coach may be required (depending on the level of experience of the Booking Organiser involved). For advice, the hiring Member should check with the Director of Facilities.
- It is the hiring Member's responsibility to:
  - Be present at the Booking at all times
  - Comply with all relevant conditions, bye-laws and statutory laws
  - Liaise with the emergency services relating to the Booking (if required)
  - To make sure that the Block Booking starts and finishes at the specified time
  - To make sure that the Booking is as safe as possible
  - Make sure that the Block Booking does not disrupt other users of the Facility
  - To make sure that you comply with any special and or instructions given by the Director of the Facility, or emergency services.
  - Inform all of your staff or volunteers during the Block Booking of all of the hire conditions, particularly health and safety and emergency procedures.

## **Premises and equipment**

- If your proposed use of the Premises includes a Block Booking that is not covered by our insurance we may increase the published charges and impose additional Terms and Conditions. We will tell you of these additional charges or conditions before a contract is concluded.
- You may only use the Premises for the purpose shown on our official booking confirmation and conditions unless you get written permission from the Director of Facilities beforehand.
- You must make sure the Premises are clean and tidy at the end of your hire period and all waste and rubbish is collected and put in the refuse bins provided.
- You will be liable for any damage to the Premises or any equipment (See Equipment Hire) you use during your hire period unless the damage is the result of our negligence.
- Smoking is not permitted on any part of the Premises.
- You must comply with all reasonable requests made by the Director of Facilities or the facility staff during your booking.
- You may not drive screws or nails into the Premises' walls, floor or ceiling or into any fixture or fittings.
- Members must not fix decorations, flags, emblems or anything similar to the walls or fixtures without the Facility Director of Facilities consent in writing beforehand. Agreements must be in place with regard new or varying backdrops to Videos and digital video recordings.
- You are responsible for removing all equipment, decorations, fittings, refreshments, rubbish, and all other goods not belonging to us at the end of your hire period.
- You may not sell or auction any goods on the Premises without written agreement from the Director of Facilities. This does not include the selling of equipment though the ProjectTHISNG Trade agreement.
- Members own equipment must be clean, and safe to use with regards the user and others in the Venue/Location. All electrical equipment must meet Health and Safety Standards, and not have any loose wires, or components.
- You may not sell or auction any goods on the Premises without written agreement from the Director of Facilities.

### **Cancelling bookings - ProjectTHISNG Cancellations**

- ProjectTHISNG may cancel for some other reason. ProjectTHISNG or the Director of facilities/Site Manager will try to give 28 days written notice of any cancellation but this may not always be possible in which case we will give you as much notice as practicable. Members/Booking attendees will be entitled to a full refund of any payment you have made to us in respect of the booking. Booking attendees to private events, courses or site use through a third party booking must seek recompense from the Person/Group/Company they have booked with.
- ProjectTHISNG may cancel your booking where events beyond our control mean that your Block Booking cannot take place. We will try to give 28 days written notice of any cancellation but this may not always be possible, in which case we will give you as much

notice as practicable. You will be entitled to a full refund of any payment you have made to us in respect of the booking.

- An "Event Outside our Control" means any act or event beyond our reasonable control (including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks).
  1. If an Event Outside our Control takes place that affects the performance of our obligations under these Terms:
  2. ProjectTHISNG will contact you as soon as reasonably possible to notify you; and (b) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside our Control is over.
- ProjectTHISNG may cancel your booking if you breach the Conditions of Hire. If we cancel your booking for this reason we will take reasonable steps to minimise our losses, however the hiring Member will be liable for any reasonable and foreseeable losses that remain.

## **Cancelling bookings - Member Booking cancellations**

- For any booking, Members must give us 28 days written notice to cancel the complete block booking. 7 days' notice is required for an individual session within the Block Booking unless agreed by the Director of Facilities
- If Members do not give 28 days' written cancellation notice we will take reasonable steps to minimise our losses, but the hiring Member will be liable for any reasonable and foreseeable losses that remain.
- Where you are liable to pay our losses we may apply for any part payment by you to offset your liability, and cover any administration fees (See Admin Fees).
- You may move or cancel a single booking by telephone or Online, where you made your booking. To cancel you will require the details of the booking, name of hirer, date and time. A minimum of 24-hours' notice is required to cancel a single booking.
- If a minimum of 24-hour's are provided, you may be given to the opportunity to move your booking to another date or be given a credit note for the same amount to be used in the following 48 days.
- If you cannot give us 24-hours' notice and we are unable to re-let the booking/activity/session then no refund will be given.
- If we take a booking from you for a facility and it is not available due to circumstances outside your control we will first offer you another date or if this is not appropriate we will

refund any booking fee you have paid. We may require a small Admin fee depending on the situation..

- If you have a disability please make it known to us upon joining our facilities. This will enable us to deliver the best customer service possible.
- All cancellations will be monitored for abuse of the system

## Fees and charges

You shall be entitled to cancel your daily membership the earlier of: (1) 12 days after the date of purchase; or (2) the day before the date on which you selected your daily membership to activate. If you cancel during this period you will receive a full refund, minus the nominal administration fee. After this period the daily membership fee is not refundable.

Other Fees do apply with regards ProjectTHISNG, see Administration charges and Key Loss

- Administration Fees
  - Process paperwork £5
  - Joining Fee £10
  - Membership Freeze £5
  - Non Payment of Fees/Charges £20
  - Legal Framework, Fee's dependant on standard legal costs
  - Identity Checks £50 (requirement on specific circumstances)
  - Late fees £10 per month
- The Joining Fee (if one is payable) and first month's membership fees are collected from you by ProjectTHISNG either by Debit / Credit card at the time of purchase or by Direct Debit approximately 5 days from your membership application date. These fees are not refundable under any circumstances with the exception Director of Facilities. Joining fees are applied to cover the initial administrative costs associated with setting up a new membership and direct debit agreement and entitle the member to a ProjectTHISNG Venue and site induction session, bookable online.
- You agree to pay the Membership Fees in accordance with your Membership Agreement. You may pay either an Upfront Fee or a Monthly Fee for your Fixed Term Contract, or Bi-Annually or Annually fix term contracts membership. Unless we agree otherwise, you shall pay the joining fee as set out in your Membership Agreement.
- Membership Terms and Conditions. A proportion of the Upfront Fee may be refundable in certain circumstances – see previous, with the exception of an Admin Fee.
- You cannot transfer your membership to another person but we may, at our discretion, give you the option to change your membership from a personal one to your Business/Club/Store/Organisation as determined by us.
- We administer your Direct Debit payments. The name *ProjectTHISNG* will, therefore, appear on your bank/building society statement next to your payments.

- If you are looking to upgrade your membership there may be an admin fee charged at the point at which you upgrade. Such fees are negotiable and at the discretion of Director of Facilities.
- Your second Direct Debit for monthly membership fees only will be collected one month after you joined. Subsequent Direct Debits for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable. If you have purchased a Fixed Term membership bi-yearly or yearly you will be entitled to 50% of the pro-rotated amount minus the joining fee and the usual administration fee as the refund for any unused membership. This does not apply to Purchased blocks of hours on an -Ad-Hoc basis which is designed to be used as needed, and are bought in packages.
- You agree to advise ProjectTHISNG immediately of any change to the Members Details provided, including change of address, shifts in gender/site/physical requirements or other areas that mean you need some specific services. Or a change in circumstances that require a freezing of membership due to hardship, then talk to the Director of facilities about a 'Stay.
- If any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay ProjectTHISNG an administration fee of £20. If despite ProjectTHISNG having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so. We may present an option to reduce the administration fee if the outstanding amount is paid online within 7 days of becoming due.
- A £5 charge is applied if you freeze your membership. Your membership can be on freeze for a maximum of 6 months after which your membership will

## **Door Key and or Pin Abuse Policy (All must abide by this!)**

- **Your Access Device (defined below) can only be used by you:**

Your KEY / PIN number / Access Device is issued solely for your use, as your membership is personal to you and only covers your use of ProjectTHISNG facilities. You are responsible for keeping your KEY / PIN number / Access Device secure and confidential at all times. The KEY / PIN number / Access Device remains our property at all times (unless agreed otherwise and evidenced in writing and signed by Director of Facilities Gary Powell).

## **Use of PIN numbers is monitored:**

In the interests of the safety and security of all our members, use of PIN numbers and access is monitored and individuals using PIN numbers / Access Devices may be asked to provide proof of identification.

- **What we will do if we think your KEY / PIN number / Access Device has been misused:**

Should ProjectTHISNG believe that your KEY / PIN number / Access Device has been used by another individual or individuals outside of a Booking time and not part of a designated Key/PIN/Access Holder account we may (will) (at our discretion) decide to conduct an investigation. Should we do so we will:

1. inform you, via Email, Letter, Phone Call, that we believe your KEY / PIN number / Access Device has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and
2. Following our investigation we will contact you, via email, Letter, to inform you of our findings and our proposed course of action, which may (Usually will) include one or more of the steps set out below.

- **Our Right to make additional charges and/or cancel your membership:**

If you unreasonably refuse to cooperate with our investigation or following our investigation we have reasonable grounds to believe that your PIN number was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have : (a) to apply a penalty charge to your membership fees (and increase your direct debit payment(s) accordingly). The penalty charge will be calculated as being equal to the daily membership charge (that applied at the time of use) for each occasion on which your PIN number was used by that individual/those individuals; and/or (b) in the event of serious misuse of your PIN number, for example, your PIN number has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, and no refunds will be given.

- **Your responsibility for another's conduct:**

If we have reasonable grounds for believing that you knowingly provided your KEY / PIN number / Access Device to another individual or individuals, or allowed unauthorised entry following your entry to ProjectTHISNG (Known as tailgating) in addition to our rights referred to,



we may hold you responsible for the conduct of the individual(s) while on our premises, and liable for any loss we suffer as a consequence of that conduct. This does apply to Guests who are self-employed to ProjectTHISNG's and are subject to the *Terms and Conditions* and Facility Site Rules.

## **Access Device:**

The device, key-fob, or any other relevant security hardware device with built-in authentication equipment, issued or otherwise provided to you by (us) ProjectTHISNG or our legal representative to enable you to securely access the relevant facilities in accordance with the terms of your membership and Terms and Conditions. Only one device can be registered to an account at any time if you lose or misplace the device you need to contact member services to remove the device immediately.

## **Access Keys:**

The key issued or otherwise provided to you by (us) ProjectTHISNG or our legal representative to enable you to securely access the relevant facilities in accordance with the terms of your membership and Terms and Conditions. Only one KEY can be registered to an account at any time if you lose or misplace the Key you need to contact member services to resolve the situation immediately. Lost Keys are subject to both penalty costs and possible fee's to replace the relevant Locks.

- **Key numbers are monitored:**

In the interests of the safety and security of all our members, the KEY numbers and access are monitored and individuals using KEYS may be asked to provide proof of identification.

- **Reproduction of Keys:**

Each key issued is for the exclusive use by the individual designated on the membership application form. Keys remain the property of ProjectTHISNG and CANNOT be reproduced or provided to any other individual for their use at any time, including temporary or emergency purposes (without Email proof from Gary Powell). Employees who violate this policy or who reproduce keys or allow them to be reproduced without authorization will be subject to disciplinary action and/or possible termination of membership. Key control is vital to ProjectTHISNG, the Site and its members safety and security! If ProjectTHISNG determines a key was illegally reproduced or given to an unauthorized individual jeopardizing ProjectTHISNG, facilities or security and requiring locks to be rekeyed, the individual(s) involved will be held responsible for the cost of any lock replacements, and the costs of missing/stolen/damaged equipment. And or Possible civil action and cost recovery including the use of debt collectors and civil courts.

## Key Loss and Costs

Any individual who loses ProjectTHISNG's membership venue key or has them stolen due to negligence, as determined by the appropriate Committee members, Member/s of the Investigation or Director of Facilities Gary Powell, of ProjectTHISNG', will be assessed the following charge for EACH key:

- Building Master key – £150.00
- Department or Floor Master Key – £100.00
- Outside door key Private venue – £100.00 + Venue Costs
- Interior/individual room key – £ 25.00
- Padlock or Cabinet key – £ 25.00

No Keys will not be reissued to the individual until all charges have been paid and a written statement is submitted to the Director of Facilities and Management by the respective staff member/Committee member/s. Estimated charges will be provided by the Director of Facilities and/or Management when the request is made to have locks changed or replaced.

## Membership

ProjectTHISNG grants Member/s a right to occupy and use the Facilities in accordance with the terms of the Agreement for the sole purpose of using facilities. Member/s may not use the Facilities for another purpose. The Member/s is granted a licence to use the Facilities (subject to the terms and conditions which follow) and nothing in this Agreement or in the relationship of ProjectTHISNG and the Member/s shall be taken as creating a tenancy or the relationship of landlord and tenant. The Member/s hereby acknowledges and expressly agrees that nothing in the Agreement shall be construed so as to create any legal or proprietary interest in ProjectTHISNG. ProjectTHISNG shall not for any purpose whatsoever act as a warehouse keeper, guardian or custodian of the Facilities or of the Goods that members use in their allotted time slots. By entering into the Agreement, Member/s warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Member/s indemnifies and will ProjectTHISNG hold harmless against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.

- Member/s confirm, having visited, inspected and accepted the Facilities in good condition, that it conforms with the legal and agreed use which the Member/s expects to make of it. The Member/s understands and accepts the safety and security level and regulations. With regard to the legal and agreed purpose and use/safety and security expectations, ProjectTHISNG explicitly provides no warranties and accepts no liability whatsoever.
- Member/s will use and maintain the Facilities with due care and in accordance with the permitted use and the Agreement. The Facilities must be kept locked and clean at all

times. Member/s are responsible for the clearing up and removal of any dirt and waste in ProjectTHISNG, during and after your use. Member/s are not allowed to dispose of any waste or Goods deemed hazardous to health or classed as a dangerous/toxic material (or any part of the Goods) in or outside the Facilities under penalty of a fine of at least £50 per m<sup>3</sup> to reimburse the (waste) disposal costs. If a member/s need to dispose of such materials you should contact the Director of Facilities prior to Booking.

- ProjectTHISNG does provide cleaning materials and devices in order for members to clean up and leave the site in a presentable manner, making sure to take with them all rubbish and
- Member/s are bound to use the Facilities in such a way that no damage to the environment, any disturbance to other users (e.g. noise by radio's, recording and video/digital equipment or equipment, dust, smell, leakages, loose cables) in any form can originate or can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.

## **Disability**

If you have a physical disability and require assistance from a carer to use the ProjectTHISNG Venue and site Facilities, your carer may have free access to the Venue and free use of the ProjectTHISNG Venue and site Facilities available under your Membership when supporting your use of the ProjectTHISNG Venue and site Facilities only and subject to the carer completing certain conditions as required by ProjectTHISNG from time to time. Carers are expected to supervise the member and seek assistance where required when using the ProjectTHISNG Venue and site Facilities. Please discuss your requirements with the Director of Facilities. The carer is not permitted to use the ProjectTHISNG Venue and site Facilities without the member being present.

### **Facilities for disabled persons**

- ProjectTHISNG has made every reasonable adjustment to ensure that disabled members are able to attend the Block Booking. If your booking has any specific requirements
- The Booking Member must consider adjustments for people with mobility impairments, wheelchair users, impaired sight and/or hearing.
- Those who are Block Booking publicity must provide a telephone and minicom number where people can obtain information on site arrangements. Information should be in accessible formats.

## **Animals**

- No animals other than assistance dogs shall be permitted to enter the Facility without the consent of the Director of Facilities.

## **Equipment Hire**

- It is the responsibility of the hiring member to ensure that a full list of all Hire Equipment required for the booking is requested from ProjectTHISNG request form no later than 24 hours before the booking. Failure to do so may result in the delay with the requested equipment being available.
- It is the responsibility of ProjectTHISNG to ensure that a full list of all Hire Equipment required for the booking is provided for the booking. We reserve the right to decline the request if ProjectTHISNG feels that such equipment is going to be abused or used in an illegal or unsafe way.
- The hiring Member will not permit any misuse, neglect or alteration of any item of equipment hired from ProjectTHISNG.
- The hiring Member must indicate on the application form whether the use of Heavy Duty Not on Site Equipment is required at an additional charge. Failure to do so may result in its being precluded due to other Hire Requests or lack of available access.
- If the hiring Member requests ProjectTHISNG to supply an external hired equipment an additional charge will be applied.
- Please note that, for safety reasons the Member/Course Operator/Teacher of a Course in charge must be trained and knowledgeable and allowed to operate the specific equipment they are using, displaying, operating unless there is another Trained Member assisting, who take part in the session/s.

## **Ownership of intellectual property ProjectTHISNG**

The contents of these Services, including all Service components including but not limited to Cards, board pieces, models, dice, rule sets both physical and electronic, software, technology, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectable elements of the Services, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of ProjectTHISNG, and entities under its control, controlling ProjectTHISNG or under common control with ProjectTHISNG (its "Staff or Designated Representatives"), and any of their successors and assigns, and any of their respective licensors, Advertisers (as defined below), suppliers, and operational service providers and are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Product names are trademarks or registered trademarks of their respective owners. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Service" includes "Material" as well. You may only use the Services for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes. You may not alter, delete or conceal any copyright or other notices contained on the Services, including notices on any Material you download, transmit, display, print or reproduce from the Services. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, republish, edit, distribute, disseminate, broadcast, photograph or circulate to any third party (including, without limitation, on or via a third party website), or

otherwise use, any Services without the express prior written consent of ProjectTHISNG or its owner if ProjectTHISNG is not the owner. Any unauthorized or prohibited use of any Services may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws. On notice, we will act expeditiously to remove content on the Services that infringes the copyright rights of others and will disable the access to the Services and its services to anyone who uses them repeatedly to infringe the intellectual property rights of others. ProjectTHISNG reserves title to the Services and all rights to any Services not specifically granted under this Agreement. The Services are licensed, not sold, to you.

## **Ownership of intellectual property others**

The contents of these Services, including all Service components including but not limited to Cards, board pieces, models, dice, rule sets both physical and electronic, software, technology, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectable elements of the Services, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of *their* Respective Owners, and entities under its control, controlling Respective Owners or under common control with the Respective Owners (its "Staff or Designated Representatives"), and any of their successors and assigns, and any of their respective licensors, Advertisers (as defined below), suppliers, and operational service providers and are legally protected, without limitation, under U.K, E.U, and U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Product names are trademarks or registered trademarks of their respective owners. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Service" includes "Material" as well.

You may only use the Services for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes. You may not alter, delete or conceal any copyright or other notices contained on the Services, including notices on any Material you download, transmit, display, print or reproduce from the Services. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, republish, edit, distribute, disseminate, broadcast, photograph or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Services without the express prior written consent of the Respective Owners or its legal owner if you, not the owner. Any unauthorized or prohibited use of any Services may subject you to civil liability, criminal prosecution, or both, under applicable UK Criminal, Civil, E.U Criminal, Federal, or USA federal, state and local laws. On notice, we will act expeditiously to remove content on the Services that infringes the copyright rights of others and will disable the access to the Services and its services to anyone who uses them repeatedly to infringe the intellectual property rights of others. the Respective Owners reserves title to the Services and all rights to any Services not specifically granted under this Agreement. The Services are licensed, not sold, to you

We take the protection of copyrights, both our own and others, very seriously. We, therefore, employ multiple measures to prevent copyright infringement over these Services and to promptly end any infringement that might occur. If you believe that the Services contain elements that infringe your copyrights in your work, please follow the all relevant procedures set forth and contact Gary Powell at Gary.Powell@ProjectTHISNG.org.uk ProjectTHISNG reserves the right to make use at times of our discretion material you may make in order to best advertise and detail our services, this will be done within the grounds of fair use and under all terms and agreements, as those using the site and will not in any way deliberately feature or make use of material under relevant NDA's or other legal or unreleased licences.

## **Advertising**

From time to time, you may communicate with, receive communications from, or be redirected to, interact with, or participate in the distribution of information services from us or from, third parties (collectively, the "Advertisers") such as our advertisers, sponsors, or promotional partners as a result of your use of the Services. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser).

## **Rules of Conduct**

Your use of the Services is subject to all applicable UK local, and national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your Name, booking, username or password. You shall not use, allow, enable or encourage others to use the Services, or knowingly condone use of these Services by others, in any manner that is, attempts to, or is likely to:

- Be libellous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else, as determined by ProjectTHISNG;
- Affect us adversely or reflect negatively on us, the Services, our goodwill, name or reputation or cause duress, distress or discomfort or embarrassment to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Services, or from advertising, linking or becoming a supplier to us in connection with the Services;
- Send or result in the transmission of, or introduce to the Services, junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- Be used for illegal commercial, piracy, or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for

financial or any other form of compensation or through linking with any other Website or web pages;

- Exploit children under 18 years of age; use abusive, offensive or defamatory screen names and/or personas; obtain unauthorized access to any computer system through the Services; violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or violate or infringe upon any copyright, trademark, trade secret or other intellectual property rights, rights of publicity or privacy or any other rights of ours or of any other person, firm or enterprise; or to use the Services in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
- You may not use ProjectTHISNG's venues and facilities whilst under the influence of alcohol, tranquillizers, narcotics or any medication/substance which may affect your ability to engage with any equipment which requires yours and others safety. ProjectTHISNG reserves the right to remove you from the premises if it reasonably believes you are unfit to use the facilities. (This may affect those on prescription Medication, however, does not constitute a term of discrimination, ProjectTHISNG may request a certified letter from a medical practitioner in order to show that said member is under the regime and safe to engage in either the venue or facilities.)
- Member/s are bound to use the Facilities in such a way that no damage to the environment, any disturbance to other users (e.g. noise by radio's or equipment, dust, smell, leakages, loose cables) in any form can originate or can reasonably be expected to originate, and is bound to take sufficient precautionary measures to prevent any such environmental damage or nuisance.
- We may terminate the Block Booking or order partial clearance or the removal of any individual if there is an indecent, disorderly or dangerous behaviour that poses a risk to persons at the Venue or the Facility of ProjectTHISNG or damage to the Venue or the Facility or equipment during the Block Booking.
- We reserve the right to cancel a booking (if a booking is cancelled under the below circumstances any payments made will be fully refunded) if it is considered that allowing the Block Booking to occur may:
  - Bring ProjectTHISNG into disrepute
  - Contravene standards of decency
  - Be likely to lead to public disorder
  - Pose a risk to persons attending the Block Booking or other persons using the Facility (including staff)
  - Result in damage to equipment, the Premises or the Facility.

Unless otherwise specified, ProjectTHISNG has no obligation to monitor or record any online activity on the Services. ProjectTHISNG reserves the right to, but is not obligated to, monitor communications within, through or across the Services, and access and/or record physical or online activity on the Services. You give ProjectTHISNG your express consent to access and record your activities on the Services and be used in a way that.

You further agree not to access, create, or provide any other means through which the Services, including, may be used or accessed by others, such as through websites or physical or digital mediums to which initiate, or engage in actions that impose an a policy that encourages negative or abusive attitudes to ProjectTHISNG or any competitor.

You agree to indemnify, defend and hold ProjectTHISNG and its Staff or Designated Representatives harmless for any and all claims, damages, losses and causes of action arising as a result of your creating, using, posting or uploading content to the Services or your failure to comply with these Terms of Use.

## **In-house Features**

There may be portions of our Services, content, functionality or features (e.g, Pre-Release, new facilities) that we make available to you for your personal use. While we can obviously change how, to whom and to what extent we make these In house Features available at any time without any notice and in our sole discretion, so long as they are available to you, whenever you visit our Services or take advantage of any of these In house Features (whether you use these In house Features in your own games, creative use or playtest sessions or view on a digital medium) whether they are displayed or appear embedded or housed within a web page or Website of anyone else, whether a commercial Website or web page, an advertisement, promotional message or even a personalized or customized web page of a friend or through any Device that can access any of these In house Features) you agree not to distribute any content made available as part of the In house Features which you know or or have reason to be understood through a third party to be under a NDA or other legal limitation or license and acknowledge that such content is available only for pre personal viewing (Unless otherwise stated) and, further, that you are bound by the applicable provisions of this Agreement and our Privacy Policy.

## **Disabled Toilets and Storage**

- ProjectTHISNG has disabled wheelchair friendly toilet on site and acts as toilet facilities for all genders and body types, both able, non-able and those whose needs fall between, depending on the situation.
  - Accessible toilets should never be used for miscellaneous storage. Anyone using the Toilets for a Storage area will be subject to disciplinary action.
    1. Initial disciplinary will be a verbal instruction about keeping the toilets clean and clear of obstruction.
    2. The second infraction will result in a verbal instruction, full written an email notification of formal warning both under the Terms and Conditions and H&S Acts under the law.



3. The third infraction or your failure to comply with these Terms of Use will see formal notice of infraction and committee decision with regards termination of membership
4. Any obstruction left in the Accessible Toilet will be considered to be stored illegally and depending on the situation and with the failure to comply with these Terms of Use. See such material being removed from the premises, including but not limited to at the owner's cost.

## **Wireless Marketing Services and Promotional Opportunities**

ProjectTHISNG may provide you with the opportunity to register for special promotions, services, news, programming and information delivered by wireless Devices such as mobile phones, tablets and other electronic devices. You are required to provide your consent to receive such information from ProjectTHISNG, either by registering on these Services or via your wireless Device. Such services and promotional opportunities may be provided by ProjectTHISNG.

The information requested as part of the online registration process is your telephone number or a wireless email address; Optional information may be requested for specific promotions, such as your preferences regarding goods or services, or other similar survey information. Depending on the promotion, we may also collect an Internet email address or other information and, depending on the information collected, you may also be required to confirm your agreement to this Agreement and, including without limitation, the Privacy Policy.

You acknowledge, understand and agree that you will be charged by your wireless carrier for all messages sent to you from ProjectTHISNG. Standard messaging rates may apply unless noted otherwise. Under no circumstances will ProjectTHISNG, or any Staff or Designated Representatives be responsible for any wireless email or text messaging charges incurred by you or by a person that has access to your wireless device, telephone number, or email address.

You understand, acknowledge and agree that ProjectTHISNG may, at its sole discretion and without liability to you, terminate its offer of any specific wireless marketing service or all wireless marketing services at any time without advance notice. ProjectTHISNG may provide notice of terminations or changes in services on these Services.

## **Postings**

Your comments, suggestions and information are very important to us. Portions of these Services may provide you and other users an opportunity to participate in forum services, blogs, web communities and other message and communication facilities ("Communities") and may provide you with the opportunity, through such Communities or otherwise, to submit, post,

display, transmit and/or exchange (a) information, ideas, opinions, messages or other information (“Post” or “Postings”) and (b) User Content (as defined in the User Content Submission Agreement), your submission of which is also governed by the terms and conditions therein, and considered a Posting for purposes of this Agreement. You understand, acknowledge and agree that such Postings are the sole responsibility of the person from which such Postings originated. This means that you are solely and entirely responsible for the consequences of all Postings that you upload, post, email, transmit or otherwise make available via the Services. Postings do not reflect the views of the Services, ProjectTHISNG, or our Staff. We reserve the right to monitor, edit or screen any Postings. If we determine, in our sole discretion and judgement, that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) refuse to support your Post;(b) request a Posts removed, remove and delete Postings; (c) revoke your right to use the Playtesting, facilities, or Services; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on the Services and notification to all relevant authorities of your removal from the relevant services.

If a Posting originates from you or your account, you hereby:

Grant the Services, ProjectTHISNG, and its Staff or Designated Representatives a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, create derivative works from, and publicly perform or display such Posting in whole or in part, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together with or as part of other information, content and/or material of any kind or nature;

### **Represent and warrant that**

- (i) you have the legal right to upload the Posting to ProjectTHISNG and the Posting is original to **You and/or fully cleared for use as contemplated herein,**
- (ii) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement,
- (iii) the Posting does not contain libellous, tortuous, or otherwise unlawful information, infringe or violate any copyright or other rights, or contain any matter the publication or sale of which will violate any federal or state statute or regulation,
- (iv) the Posting is not obscene or in any other manner unlawful,
- (v) the Posting shall not be injurious to the health of any user, and
- (vi) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Posting; and (c) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that (i) you have the right to grant the Services, ProjectTHISNG, and its Staff or Designated Representatives the right to use all such Postings as described above, (ii)

the Posting was produced in compliance with all applicable laws and regulations and (iii) for any User Content Posting that contains original videos, you will comply with any applicable identification verification and record-keeping requirements, and you will secure and maintain the requisite personal information and identification documentation for all individuals who appear in any such original videos, as may be required by law and/or otherwise requested or required by us in connection with our corporate compliance policies and practices, which includes (y) the individual's full legal name, current address, date of birth and (z) a legible photocopy of a valid government-issued identification document (e.g., a U.K. passport, state driver's license or valid photo ID card) to verify the individual's identity. With the submission of each such Posting, ProjectTHISNG, and its Staff or Designated Representatives reserve the right to request that you, and upon such request you must, deliver a full and complete set of such identification verification records to us, as well as a legible photocopy of your valid driver's license, passport or other acceptable government-issued photo identification for our verification and record-keeping purposes. In addition, you specifically acknowledge and agree to abide by our policies regarding governmental certification procedures relating to the foregoing identification verification and record-keeping procedures and, if applicable, you will promptly comply with any specific requests or directions we give you in connection with Postings you submit that may be subject to these requirements.

You understand, acknowledge and agree that we have the right to delete, re-format and/or change your Postings in any manner that we may determine (although you will not be responsible for any such changes made). You understand, acknowledge and agree that we assume no responsibility for the deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings. Posting is for non-commercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity. Unless it is in relation to pushing commercial gains of both the Services and the Hosting Business of which contains for assists with such Services. (For example but not limited to Physical locational Game Stores which both hold stock of our Services and Sell such Services.)

If you believe that any content on the Services (including, without limitation, Postings) violates any of the terms of this Agreement, please email us at [Service.Team@ProjectTHISNG.org.uk](mailto:Service.Team@ProjectTHISNG.org.uk). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

## **Contests, Sweepstakes, Auctions and Promotions**

From time to time, ProjectTHISNG, the Staff or Designated Representatives' or the Services' operational service providers, suppliers, and Advertisers, may conduct promotions on or through the Services, including, without limitation, auctions, contests and sweepstakes, Campaigns, ("Promotions"). Each Promotion will have Additional Terms and/or Rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this Agreement.

## Testing

In our sole discretion, ProjectTHISNG or one of the persons, groups, organisations or individuals who has booked the faculties may contact you to review, evaluate and/or playtest one or more Services, aspects of Services or online features prior to commercial release for the purpose of identifying errors, rule issues, layout and art, and obtaining feedback, Site management, community feedback, hardware use and placement. You will be asked to provide ProjectTHISNG with feedback (Via our Feedback Form) regarding your evaluation of such Services. Your participation in such testing is subject to this Agreement and other applicable Additional Terms, such as a Play Test agreement and non-disclosure agreement, and Director of Facilities and/or Site Manager. By accepting our invitation and testing a Service, you agree that (a) playing an unreleased Service is at your own risk and you understand that the Service may include known or unknown issues, (b) any value or status indicators you achieve through such testing may be erased at any time, including upon commercial release, and (c) ProjectTHISNG or one of the persons, groups, organisations or individuals (Booking holder) who has booked the faculties has no obligation to make the Service available to you or fix errors or rule issues, or perceived problems identified by you.

## Hyperlinks to Third Party Services

The appearance, availability, or your use of names, URLs or hyperlinks referenced or included anywhere on the Services or any other form of link or re-direction of your connection to, with or through the Services, to Website that are not affiliated with ProjectTHISNG or the Services is not an endorsement by, nor does it incur any obligation, responsibility or liability on the part of, the Services, ProjectTHISNG, or any of its Staff or Designated Representatives, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers. Your access of the unaffiliated Website is at your own risk, and we do not verify, endorse or have any responsibility for the content of any such third party Services, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such third party Website, whether the Services', ProjectTHISNG, or any of its Staff or Designated Representatives' logo or sponsorship identification is on the third party Services as part of a co-branding or promotional arrangement or for any loss or damage incurred in connection with your use of such links and Services. If any third party Services obtain or collect Personal Information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy, which describes how ProjectTHISNG collects and uses your Personal Information and other information and certain of our relationships.

## Deactivation/Termination of Your Registration or Use

If you are registered to use the Services with regards Director of Facilities and/or Site Manager, membership, booking, service/d user or Playtester, you may deactivate your agreement on the

Services, at any time and for any reason, by sending an email to Service.team@ProjectTHISNG.org.uk. We may terminate your use of and registration on Director of Facilities and/or Site Manager, membership, booking, service/d user or Playtester, all or part of the Services, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party. It is our policy to terminate users who violate these Terms of Use, as deemed appropriate in our sole discretion. Any and all Services and Materials provided or such services will be considered the property of the person or group who partook of Director of Facilities and/or Site Manager, membership, booking, service/d user or Playtester services. However if such Director of Facilities and/or Site Manager, membership, booking, service/d user or Playtester Services have resulted in any actions of which Gross negligence or abuse of position but not limited to have taken place then any Services provided by ProjectTHISNG will be considered forfeited immediately in the event of any deactivation or termination of your account by ProjectTHISNG. If ProjectTHISNG terminates an account, it may terminate other accounts that share the same characteristics (Such as a Group or organisation attached to an Account). You acknowledge that ProjectTHISNG is not required to provide you notice before taking action to terminate your account, and if ProjectTHISNG terminates your account, you may not use any such Director of Facilities and/or Site Manager, membership, booking, service/d user or Playtester Service again without ProjectTHISNG express written approval.

## **Disclaimer and Limitations of Liability**

*THESE SERVICES, AND ALL MATERIALS, PRODUCTS AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, ACCURATE UNINTERRUPTED, FREE OF VIRUSES OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED.* You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Services, including, without limitation, Postings and Materials associated with your use of the Services. You agree that ProjectTHISNG will not be liable for any interruption of Services, delay or failure to perform, any loss of Materials, and/or account data resulting from any causes whatsoever.

*YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THESE SERVICES, ProjectTHISNG, ANY OF ITS Staff or Designated Representatives, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN*

*CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.*

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have ProjectTHISNG, upon written notice from you to us, attempt to repair, correct or replace any deficient goods or services under this Agreement and, if repair, correction or replacement is not reasonably commercially practicable for the ProjectTHISNG, to refund any monies actually paid by you for the Products involved and to terminate and discontinue your use of the Services. You further understand and acknowledge the capacity of the Services, in the aggregate and for each user, is limited. Consequently, some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or become completely outdated. As a result, you acknowledge and agree that ProjectTHISNG assumes no liability, responsibility. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies; accordingly, some of the exclusions and limitations described in this Agreement may not apply to you.

## **LIMITATION OF LIABILITY**

- Nothing in your Contract shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; For:
  - Fraud or fraudulent misrepresentation;
  - Pay reasonable compensation should you suffer loss or damage caused by our negligence; or for any liability that cannot be limited or excluded by law.
- Subject to above, this Clause sets out our entire financial liability (including any liability for the acts or omissions of employees, agents, consultants, and subcontractors) to you in respect of any breach of the Contract any use made of the Services; and any representation, statement, tortious act or omission arising under or in connection with the Contract.
- We shall not be liable for any services offered by any third parties including personal Courses and Data transmission and information, services, and goods with respect to those who are self-employed.
- Subject to the other provisions of these, we shall not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
- Total liability in connection with the performance, or contemplated performance, of the Contract, shall be limited to in respect of a Contract for a Terms; *twelve times your current monthly Membership Fee in respect of a Contract for a Fixed Term paid by an*

*Upfront Fee, the value of the Upfront Fee, or in respect of a Contract for a Fixed Term, twelve times your current membership Fee.*

- Members must either secure their personal belongings on their person or, where available, secure them in a locker if provided by us. Lockers that are not hired will be emptied every night and are not personal storage areas unless part of the membership contract. Hired lockers may be emptied from time to time, we will place a visible notice, and email members, in order of our intention to clear any and all hired lockers 1 month prior to emptying them. Any property found within a venue (including lockers which are hired) will be stored for a period of up to 2 months and will be deemed lost property (excluding any illegal as determined by law, items which will be disposed of immediately on discovery). After expiry of the 2 month period, the property will be disposed of if not claimed. Subject to above, on every occasion, the venue is used, we, our employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premises either secured or not secured in a locker.
- The above limitations do not affect your statutory rights.

## **Public order and security**

### **You will**

- Keep the gangways, doorways, passages, corridors, entrances and exits clear and unobstructed at all times during the hire period. The main Areas will be kept in a manner that allows for free access.
- Ensure that good order is kept in the ProjectTHISNG Venue/Facility during the hire period and be liable for any extra expense which may be incurred for the engagement of the police and security staff prior to during or after the Block Booking.
- Not use or permit the Facility or any part thereof to be used for any illegal or immoral purpose by itself, its staff or its agents or invitees.
- Not permit anything to be said or done in or about the ProjectTHISNG Venue/Facility which may injure or tend to injure the reputation of the Facility or us.
- Pay ProjectTHISNG the cost of employing such additional staff as may be necessary in the opinion of the Manager to enable the Facility to be used for the purpose of the hire period.

## **Indemnification**

You agree to indemnify, defend and hold the Services, ProjectTHISNG and any of its Staff or Designated Representatives, or any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable Solicitor's fees), resulting from your use of the Services, any breach or violation of this Agreement by you, or your Postings or other contributions.

ProjectTHISNG reserves the right to assume, at its sole expense, the exclusive defence and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with ProjectTHISNG in the defence of any such claim, action, settlement or compromise negotiations, as requested by ProjectTHISNG.

A person who is not a party to the Contract shall not have any rights to enforce its terms. If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

ProjectTHISNG Contracts and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales, and the EU. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## Entertainment and licensing

- If your Block Booking includes performance music, you are responsible for obtaining a Performing Rights Society Licence (PRS). This does not include listening to personal music or personal radio for entertainment purposes.
  - You may need a PPL (Phonographic Performance Ltd) Licence if you play recorded music in public or on your business premises. This can include playing a CD, radio, or a music channel. You'll usually also need a PRS (Performing Rights Society) for a Music Licence.
    1. Play the radio. As the ProjectTHISNG East Street is smaller than 2,000 square feet, you can play the radio or television as a source of music playing the radio or television with six or fewer speakers (and with no more than four speakers in any one room).
    2. Play classical music. You have to pay only performance fees for compositions written after 1922 since prior music has fallen into the [public domain](#). For information on what music is in the public domain, check out the [Pdinfo.com](#)
    3. Play copyright-free music. In addition to public domain recordings, there is a large collection of recorded music that is designed specifically to bypass the public performance fees. Again, check out the royalty-free music links [dinfo.com](#) website.
    4. Play original music. If you are or have a talented singer then you may make use of them to perform music
- When the Block Booking includes music, whether vocal, instrumental or mechanical, you are responsible for obtaining a Phonographic Performance Licence (PPL) at least seven



days before the Block Booking a copy of which must be submitted to the Manager. Applications are available from Phonographic Performance Company Limited, 1 Upper James Street, London WF1 9DE Telephone 020 75341000 or at [www.ppluk.com](http://www.ppluk.com)

- You must not grant sound, television or filming rights for the Block Booking without consent from the Manager in writing beforehand. The Director of Facilities does not have clear venue rights for promotions or advertising and the Council has the discretion to promote itself for any approved televised events.
- Consent may be conditional upon the Council taking part in any negotiations and having a share of any income and/or publicity.
- You must not promote a sweepstake, raffle or another form of the lottery without the Manager's written consent beforehand. Any such lottery must comply with betting, gaming and lotteries legislation.
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## Privacy

We respect your privacy and the use and protection of your Personal Information. Please see our [Privacy Policy](#) for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Services.

## Jurisdictional Issues

We make no representation that information on this website or with our Services is appropriate or available for use outside the UK, or EU, including but not limited to GDPR Policies and practices. Those who choose to access the Services from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws.

## Feedback, Ideas and Suggestions

While we welcome your feedback, ideas, and suggestions, it is important for you to agree to and to be aware of the following assignment and restrictions. If you send us feedback, ideas, or suggestions (collectively, "unsolicited ideas"), you agree that: (A) your unsolicited ideas become the property of ProjectTHISNG and you are not owed any compensation in exchange; (B) none of the unsolicited ideas contain confidential or proprietary information of any third party; (C) ProjectTHISNG may use or redistribute unsolicited ideas for any purpose and in any way; (D) there is no obligation for ProjectTHISNG to review your unsolicited ideas; and (E) ProjectTHISNG has no obligation to keep any unsolicited ideas confidential. (F) If ProjectTHISNG does decide to Pursue your feedback, ideas, and suggestions it will be at the discretion of ProjectTHISNG and on a timeline that is suitable for the business.

## Law That Applies to this Agreement; Miscellaneous Terms

This Agreement, together with any Additional Terms, Rules, our Privacy Policy and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contains the entire understanding and agreement between you and the Services and supersedes any and all prior or inconsistent understandings relating to the Services and your use of the Services. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Services, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Services are governed by, construed and enforced in accordance with the internal substantive laws of the United Kingdom, England and the EU, USA (notwithstanding a Countries conflict of laws provisions) applicable to contracts made, executed and wholly performed in the United Kingdom, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the High Courts situated in the United Kingdom and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. *IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SERVICES OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.*

You agree that ProjectTHISNG may assign or delegate this Agreement, the [Privacy Policy](#) and any Additional Terms or Rules, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under this Agreement, the Privacy Policy and any Additional Terms or Rules to any person or entity without ProjectTHISNG prior written consent, and any unauthorized assignment or delegation by you is void and ineffective.

The failure of ProjectTHISNG to require or enforce strict performance by you of any provision of this Agreement, the Privacy Policy or any Additional Terms or Rules, or failure to exercise any right thereunder, shall not be construed as a waiver of ProjectTHISNG right to assert or rely upon any such provision or right in that or any other instance. The express waiver by

ProjectTHISNG of any provision, condition or requirement of this Agreement, the Privacy Policy or any Additional Terms or Rules shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as set forth in this Agreement, no consents or waivers or other acts or omissions by ProjectTHISNG shall be deemed a modification of this Agreement, the Privacy Policy or any Additional Terms or Rules, nor be legally binding, unless documented in writing and signed by a duly authorized officer of ProjectTHISNG.

## **Miscellaneous**

Any forbearance, facility or waiver of the terms and conditions set forth herein, regardless of the frequency and duration, shall in no way be construed as an amendment or deletion of the terms or granting of a right, as either Party may cancel it at any time.

If one or more of the provisions of these Conditions is held as invalid or declared void in accordance with a law, regulation or following the final decision of a competent court, this shall not affect the force and scope of the other provisions.

In any case, the Parties agree to replace the term declared null and void with one that is as close as possible in content to the term initially adopted and the will of the Parties.

In the event of a difference between the interpretation of one of the titles and provisions of the titles that it represents, they will be declared non-existent

This Terms of Use Agreement was last modified on the date indicated above and is effective immediately.

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