

## TERMS OF SERVICE – LISTINGS

---- Last Updated – 20/10/23 ----

### **BETWEEN:**

Public Space trading under Reinventing The Local LTD incorporated and registered in England and Wales with company number 11038914, whose registered office is at Public Space, Green House, 8 Mackintosh Lane, Homerton, London, E96AB (“Public Space”); and

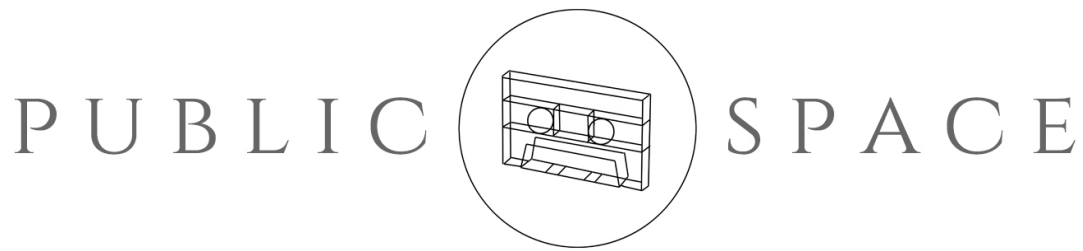
Listing User - For the purposes of this agreement, the term "User" refers specifically to any venue, establishment, or entity that provides information about their venue to the platform operator ("Listing User").

### **BACKGROUND**

Public Space operates an online platform that connects clients with venues for various events and functions. The platform allows Users, such as venues, establishments, or entities, to showcase their available spaces and services. Clients can then browse these listings and make bookings for their events directly through the platform.

The purpose of this Terms of Service Agreement is to establish the terms and conditions governing the relationship between Public Space and the Listing Users with listings on the platform. By agreeing to these terms, the Users acknowledge their responsibilities and obligations in providing accurate information about their venues, managing bookings effectively, and adhering to the policies and guidelines set forth by Public Space.

Public Space aims to provide a seamless and efficient platform for facilitating bookings between Listing Users and Booking Users. It is essential for all parties involved to understand their rights and responsibilities to ensure a positive experience for both Users and clients.



## DEFINITIONS

"Public Space": refers to Public Space trading under Reinventing The Local LTD incorporated and registered in England and Wales with company number 11038914, whose registered office is at Unit 9, The Robert Eliot Centre, Bethnal Green, London E2 7HR

"User" or "Listing": refers to any venue, establishment, or entity that provides information about their venue to Public Space for the purpose of being listed on the platform.

"Booking": refers to a reservation made by a client through Public Space for the use of a venue listed by the User.

"Minimum Spend": refers to the minimum amount that a client is required to spend when booking a venue through Public Space. The Minimum Spend is payable by the Client Booking directly to the Listing.

"Sales Report": refers to a report provided by the User detailing the sales generated during an event held at their venue, including the date of the event, the name of the booking, and a signature from the booking.

"Client Booking": refers to the individual or entity making a booking through Public Space for the use of a venue listed by the User. The Client Booking is responsible for paying the Minimum Spend directly to the Listing.

"Hire Fee": refers to a fee charged by Public Space directly to the client for the use of venues listed on the platform. This fee is separate from any fees charged to the Listing.

"Listing Fees": refers to the fee of 10% of the agreed Minimum Spend that the Listing agrees to pay Public Space within 7 days of the event date. This fee is charged by Public Space and constitutes the only fee owed by the Listing for the use of the platform.

"Availability Calendar": refers to the calendar used by the Listing to manage the availability of their venue. Public Space does not manage the availability calendar of the Listing, and any mistakes or errors in the availability calendar are the liability of the Listing.

## 1. AGREEMENT

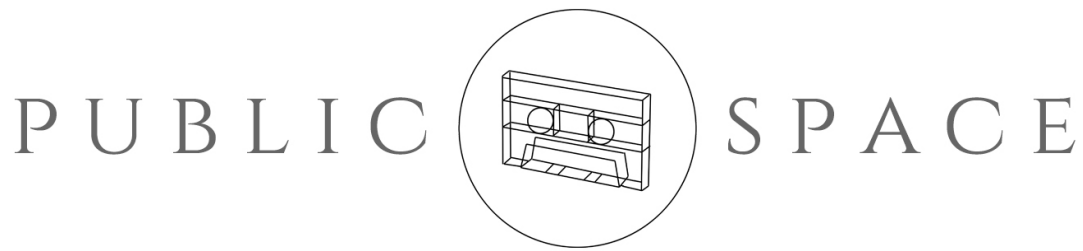
- 1.1. By using the services provided by Public Space, the User agrees to be bound by the terms and conditions outlined in this Terms of Service Agreement ("Agreement").

## 2. ADVERTISING AND MARKETING

- 2.1. The User gives Public Space permission to use their imagery and venue for advertising purposes.

## 3. REFERRAL OBLIGATION

- 3.1. If a client referred by Public Space attempts to book the venue directly to cut Public Space out of any deal, the User is obligated not to take that booking and to notify Public Space.



## 5. CHANGES OF MINIMUM SPENDS AND/OR FACILITIES

5.1. Updates to the User's information will only be valid for bookings made after the information has been updated. For example, changes to Minimum Spends will apply only to new bookings, not those quoted before the changes were made.

## 6. VIEWINGS

6.1. The User agrees not to provide the Booking with different information during a viewing than what has been provided to Public Space.

## 7. DOUBLE BOOKING

7.1. In the event of double booking at the fault of the User, the User is obligated to rearrange with the client booking the venue and is liable for any refunds needed to appease the Booking

## 8. DEPOSITS

8.1. No bookings provided to the User are required to pay deposits.

## 9. CANCELLATION PROTECTION

9.1. In the event of a cancellation, Public Space will pay the following fees to the User as a percentage of the agreed Minimum Spend:

9.1.1. For cancellations made more than 31 days prior to the start date – 0%

9.1.2. For cancellations between 30 and 8 days prior to the start date – 20%

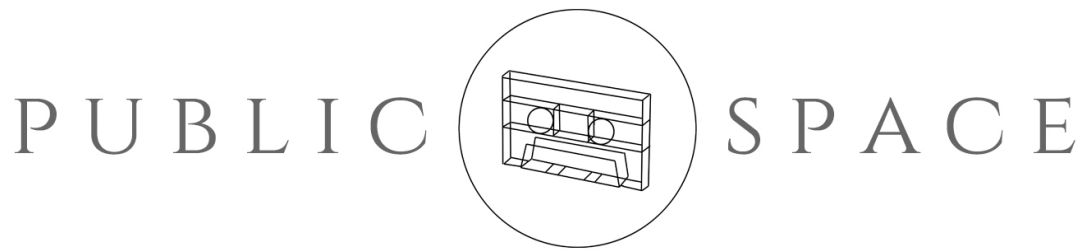
9.1.3. For cancellations less than 7 days prior to the start date – 50%

## 10. MINIMUM SPEND PROTECTION

10.1. If a Minimum Spend is not met by a Booking, Public Space will pay the remaining balance to the User. The User must provide a signed Sales Report of the night, including the date of the event, the name of the booking, and a signature from the client who made booking.

## 11. PAYMENT OF MINIMUM SPENDS

11.1. The Minimum Spends agreed upon for bookings made through Public Space are payable by the Client Booking directly to the Listing over the duration of their Booking.



### **13. HIRE FEE, LISTING FEES & CHARGES**

- 13.1. Public Space reserves the right to charge a hire fee directly to the client for the use of venues listed on the platform. This hire fee will be communicated to the client at the time of booking and is separate from any fees charged to the Listing.
- 13.2. The Listing agrees to pay Public Space 10% of the agreed Minimum Spend of the client within 7 days of the event date. This fee is charged by Public Space and constitutes the only fee owed by the Listing for the use of the platform.
- 13.3. Public Space shall not charge any monthly fees to the Listing for the creation or maintenance of their listing on the platform. The Listing agrees that their participation on the platform is subject to the terms outlined in this Agreement and any applicable fee structures communicated by Public Space.
- 13.4. The Listing acknowledges and agrees that any hire fees charged to clients by Public Space do not constitute a fee owed by the Listing to Public Space, and that Public Space shall be solely responsible for collecting and managing such fees.

### **14. INTELLECTUAL PROPERTY**

- 14.1. Public Space retains all rights to the intellectual property associated with its platform, including but not limited to trademarks, logos, and software.

### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

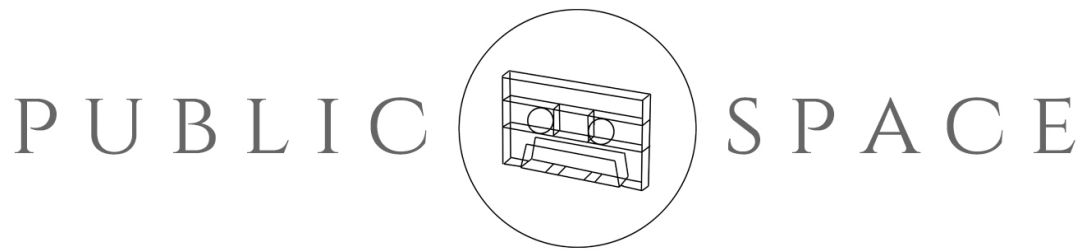
- 15.1. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If a resolution cannot be reached, the parties agree to submit to the exclusive jurisdiction of the courts of the United Kingdom.

### **16. AMENDMENTS**

- 16.1. Public Space reserves the right to amend or update this Agreement at any time. Any modifications will be effective immediately upon posting on the Public Space platform. Users are encouraged to review the Agreement periodically for changes.

### **17. ENTIRE AGREEMENT**

- 17.1. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.



## 18. AGREEMENT TO TERMS OF SERVICE

- 18.1. By submitting the form to create a listing on the Public Space platform, the User acknowledges that they have read, understood, and agree to be bound by the terms and conditions outlined in this Terms of Service Agreement ("Agreement").
- 18.2. The User understands that checking the box agreeing to the terms of service constitutes a legally binding agreement between themselves and Public Space.
- 18.3. Failure to agree to the terms of service will result in the inability to create a listing on the Public Space platform.

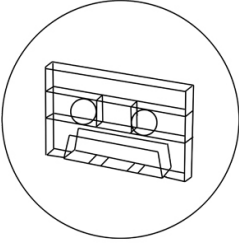
## 19. SEVERABILITY

- 19.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

## 20. CONFIDENTIALITY

- 20.1. Any information and data relating to a Customer of Public Space shall form part of Public Space's Confidential Information.
- 20.2. In the event the Venue discloses Confidential Information to Public Space, they must clearly label such information as Confidential for the benefit of the Recipient.
- 20.3. The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party shall;
  - 20.3.1. not use or exploit the Confidential Information in any way except for the performance of this Agreement;
  - 20.3.2. not disclose or make available this Confidential Information in whole or in part, to any third party except as expressly permitted by this Agreement;
  - 20.3.3. and unless a higher standard is required by this Agreement, apply the same security measures and degree of care to the Confidential Information as the recipient applies to its own confidential information of a similar nature, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.
- 20.4. The Recipient may not disclose the Disclosing Party's Confidential Information to its Representatives who need to know the Confidential Information for the purposes of this Agreement.
- 20.5. If the Recipient needs to disclose the Confidential Information to a Representative, it must procure that the Representative is first bound by the obligations and restrictions no less onerous than those imposed by this Clause and restrict any further disclosure of that Confidential Information by the Representative.

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## 22. DATA PROTECTION

22.1. The following definition shall apply within this clause:

22.2. “Data Protection Law” means any law, rule regulations, decree, statute, or other enactment, order, mandate or resolution, applicable to the Venue or Public Space, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (“GDPR”), and any implementing derivative or related legislation, rule, regulation, and regulatory guidance as amended, extended, repealed and replaced, or re-enacted; and “Data Processor”, “Data Controller”, “Personal Data”, “Data Subject”, “Personal Data Breach”, “Supervisory Authority”, “Process/Processing/Processed” and “Data Protection Impact Assessments” shall have the same meaning as in the GDPR.

22.3. With respect to any Personal Data that Public Space transfers or makes available to the Venue to provide the Services, Public Space warrants that Public Space’s Processing, including the transfer to the Venue, of the Personal Data is carried out in accordance with Data Protection Law. Without limiting the Venue’s obligation to comply with GDPR, the Venue, in its capacity as a Data Processor of Personal Data, will: take all reasonable steps to ensure the reliability of staff having access to Personal Data and ensure that the Persons authorised to handle or Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; implement technical and organisational security measures as provided by Data Protection Law (including pursuant to Article 32 of the GDPR) necessary to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing; not engage another party to Process Personal Data (“Sub-processors”) without notifying Public Space. In such a case the Venue shall ensure: such Sub-processor’s Processing of such Personal Data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Data Protection Law; the written contract under which such Sub-processor Processes such Personal Data is not less onerous than this Clause.

22.4. The Venue will provide to Public Space with an up to date list of relevant Sub-processors on request and shall remain fully liable to Public Space for acts and omissions of the Venue’s Sub-processors. Provide reasonable assistance so as to enable Public Space to ensure compliance with any obligations it may have with respect to Data Security, Personal Data Breach notification, Data Protection Impact Assessments, pursuant to Data Protection Law (including Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to the Venue); at the choice of Public Space will promptly delete or return all of the Personal Data to Public Space after the end of the provision of Services relating to Processing or termination of this Agreement, and delete existing copies unless Applicable Laws require storage of Personal Data, in which case the Venue shall cease all processing of the Personal Data other than that required by Data

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Protection Law and ensure the integrity of such Personal Data retained in accordance with Data Protection Law, and deletion of the Personal Data upon expiry of the time period specified by the Applicable Laws; and promptly inform Public Space if, in its opinion, any instruction infringes Data Protection Law.

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