

Geovation Hub – Membership terms

1. Introduction

- 1.1. The following terms and conditions (**'Terms'**) shall govern the relationship Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS ("Us" "We" and "Our") and its Members ("You", "Your").
- 1.2. By registering as a Member You are deemed to have accepted these Terms and You are agreeing that You shall be bound by them. Please read the Terms carefully and contact Us or Your legal advisors if You have any questions. If You do not agree to be bound by all of the Terms, please do not proceed with the registration process.
- 1.3. We reserve the right to withdraw, or make changes and corrections to Our services at any time without notice.
- 1.4. We may change the Terms from time to time which shall be published on our website. You should check the revised Terms to ensure that You understand them, as they are legally binding.

2. Membership

- 2.1. You may register as a Member of the Geovation Hub by submitting your personal and/or corporate details to Us. Membership is open to individuals and organisations meeting the following criteria:
 - Developing innovative geospatial solutions;
 - Seeking to create commercial business opportunities and/or significant social benefit;
 - Whose ideas do not infringe on personal privacy or do not have a negative impact on the brand and standing of the Geovation Hub.

In addition to the above, all Members will be expected to conform to [Our acceptable use policy](#) together with any other relevant acceptable use policy.

- 2.2. By completing an application to be registered as a Member You confirm that:
 - You fulfil the criteria to qualify as a Member as set out above: and
 - You accept and will comply with the Terms and shall procure that any visitor You invite to the Geovation Hub (Your Visitor) shall comply with the Terms;
 - You agree to be responsible and liable for Your Visitor whilst they are at the Geovation Hub; and
 - You agree to provide true and accurate information when registering and to keep us informed of any changes to that information.
- 2.3. We have the right to determine whether your application for Membership is successful.

3. Membership types, entitlements and Fees

- 3.1. The membership types and entitlements available are set out here <https://geovation.uk/membership/>.
- 3.2. Where applicable, according to the membership type, a Member will be permitted to hot desk(s) within the collaborative workspaces of the Geovation Hub, attend events and book meeting rooms, all subject to availability.
- 3.3. You may be permitted by Us, as a Member of the Geovation Hub, to use a partner Hub, subject to the terms of use for such Hub. If your membership of the Geovation Hub is terminated for any reason, you shall no longer be entitled to use the partner Hub. We shall not be liable to You for such termination.
- 3.4. We have the right to vary the entitlements of each Membership type at any time.

4. Payment and renewals

- 4.1. You shall identify the membership type that You are applying for in the [registration form](#). The applicable fees for each membership type are set out here <https://geovation.uk/membership/>. We may change the fees but such changes shall only apply upon Your membership renewal.

- 4.2. If We accept Your membership application, We shall invoice You or send you a statement for the applicable membership fees, which You must pay within 30 days. If you do not pay the fees in time, Your membership will become inactive and You shall not be entitled to any of the membership benefits.
- 4.3. Membership fees are exclusive of VAT.
- 4.4. Your membership shall automatically renew at the end of each month, unless it is terminated in accordance with the Terms. We shall invoice You or send you a statement for the applicable membership fees, which you shall pay within 30 days. If we do not receive payment in respect of such renewal within 30 days, Your membership shall cease.

5. Termination

- 5.1. We have the right to terminate your membership at any time with immediate effect.
- 5.2. Where We terminate Your membership any pre-paid fees shall be non-refundable.
- 5.3. You may terminate Your membership at any time by notifying us by email at membership@geovation.uk, however any pre-paid fees shall not be refunded under any circumstances.
- 5.4. Following termination, expiry or non-renewal of Your membership, You agree to return all access passes to the Geovation Hub immediately.
- 5.5. You agree that We will have no liability to You as a result of termination, expiry or non-renewal of Your membership.

6. Information about You

- 6.1. We process information about You in accordance with Our Privacy Policy: <https://geovation.uk/privacy-policy/>.

7. Access to Our website

- 7.1. Access to our website is subject to the Website terms of use available on the site at <https://geovation.uk/>.

8. Disclaimers, Insurance, Indemnity and Limit of Liability

Please read these provisions carefully as they limit Our legal liability in connection with Membership which is subject to the following disclaimers:

- 8.1. Any information and materials We supply to You is provided by Us in good faith. Some materials are prepared on the basis of publicly available information and other sources which are believed to be reliable. We disclaim all responsibility and liability arising from any reliance placed on the content of such information.
- 8.2. We do not guarantee the accuracy or validity of the information and materials we provide to You. While We use reasonable endeavours to keep such information up to date and correct, neither We nor any third parties make any representations or provide any warranties, express or implied, as to the accuracy, reliability, timeliness, completeness, or suitability of the information or materials provided. You acknowledge that such information and materials may contain inaccuracies or errors and We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 8.3. All conditions, warranties or other terms which might have effect between Us and You or be implied or incorporated into the Terms in respect of any services provided by Us to You, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 8.4. Nothing in these Terms shall attempt to limit liability that is not permissible under applicable law including for death or personal injury arising from Your or Our negligence or for fraudulent misrepresentation.
- 8.5. Subject to clause 8.4, Our entire liability to You (including in contract, tort, negligence, statutory duty or otherwise, to the maximum extent permitted by applicable law) for any loss or damage whatsoever, including without limitation, direct, indirect or consequential loss or damage, resulting from whatever cause arising out of or in connection with the use of any information or material supplied by Us or services provided by Us and Your use of the Geovation Hub and/or any partner Hub will in no event exceed the annual membership fees paid by You to Us.
- 8.6. You agree to keep Us indemnified against all losses costs claims and demands caused to Us or other persons at the Geovation Hub or a partner Hub or otherwise arising because of a breach of the Terms by You or Your Visitor.

8.7. You shall insure against all potential losses damages claims expenses or liabilities which might arise of out of (but not be limited to) Your Membership and use of the Geovation Hub and/or a partner Hub by You or Your Visitor.

9. Copyright and Intellectual Property Rights

9.1. We (or our suppliers) are the owner or the licensee of all intellectual property rights, including copyright, in the content of any mailings, newsletters and other information we send You ("Content") where Content includes any information, mode of expression, news, article, directory, database, image, animation, trademark, trade name, logo or other material or works. Where trademarks of Our partners are used in any Content, they are used with the relevant partner's permission, for the purpose of advising You of their services.

9.2. If You redistribute or reproduce part or all of the Content in any form Our status and that of any identified contributors as authors of the Content must always be acknowledged.

9.3. You may not, except with Our express written permission, commercially exploit the Content. If You wish to make enquiries about a licence to reproduce any Content supplied by Us, please contact Us.

10. Use of the Geovation Hub

10.1. Where You and/or your Visitor use the Geovation Hub, You and your Visitor shall comply with the policies, rules and regulations in force at the Geovation Hub and all current legislation and regulations applicable to Your use and the use by your Visitor of the Geovation Hub.

10.2. Neither You nor your Visitor shall cause or permit any damage to be caused to the Geovation Hub, equipment at the Geovation Hub or the building.

10.3. Neither You nor your Visitor shall in any way interfere with or adversely affect the enjoyment of the Geovation Hub by others nor cause a nuisance.

10.4. You acknowledge that no tenancy or lease rights, including but not limited to security of tenure rights are created by the Terms.

10.5. All use by You of the Geovation Hub shall be as offices within Class B1(a) of the Schedule to the Town and Country (Use Classes) Order 1987.

11. Governing Law

11.1. These Terms shall be governed by and construed in accordance with the laws of England and Wales.

11.2. You and We agree that the courts of England shall have exclusive jurisdiction over any claim brought by You arising from Your Membership, although We retain the right to bring proceedings against You for breach of these conditions in Your country of residence or any other relevant country.

12. General

12.1. If any provision of the Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

12.2. These Terms constitute the entire agreement between You and Us with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between You and Us, both oral and written.

12.3. Any person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provisions of these Terms.

12.4. You agree not to assign the benefits of the Terms which shall be personal to You.

12.5. The Terms and any rights granted pursuant to it are non-exclusive and are granted in common with and subject to Our rights and all other persons authorised by Us to use the Geovation Hub.

12.6. We shall use Your email address submitted in Your membership application to communicate with You. You are responsible for ensuring Your contact details held by Us are up to date.