



Real Ideas Member terms and conditions

1. Definitions and Interpretation – General

These terms and conditions apply to individuals and businesses (“Member”, “you”, “your”) that have purchased membership with Real Ideas Organisation (“we”, “us”, “our”). These terms, Real Ideas policies and procedures provided describe your rights and obligations in connection with access to Real Ideas buildings, Real Ideas Membership platform and engagement with Real Ideas programmed activities (“services”). By using the services, you are agreeing that you and any of your membership group shall abide by and be bound by this agreement.

2. Information about Real Ideas

We are passionate about finding solutions to social problems, creating and supporting real and lasting change for individuals, communities and organisations. We are innovators, change makers and risk takers.

We believe that by providing our people with autonomy, space to grow and develop, and the freedom to create and innovate, we will deliver the best working environment for our team, who will in turn deliver the most engaging and effective work for the people and organisations we support.

3. Price, Payment, Fees and Cancellation

The pricing, payment, fees and cancellation terms are dependent on the level of membership, being either Connect, All in, Dedicated or Organisational. Any changes in membership rates will be communicated with the membership with a minimum of 30 days' notice (1 Month).

Cancellation for meeting rooms

There is limited availability for meeting room space, cancellations can be self managed via the members portal. Cancellations can be made without charge for use up to 24 hours before the start time of the booking, cancellations made after this point will be charged at the rate paid. This may be member credits or the amount paid for the booking.

Cancellations for co-work space

Co-work desk space can be cancelled via the members portal up to 1 hour before the start time of the booking without charge. After this point cancellations will be charged at the paid rate. This may be member credits or the amount paid for the booking.

Specific terms relating to membership levels are below.

Connect

Rolling monthly £20 (inc VAT) payment by direct debit, set up during sign up. This can be cancelled at any time through the membership portal, prior to the next payment date. Upon cancellation,

services will be accessible up until the next payment date, upon which the account will be downgraded to the “Join us” (free) membership level. No refunds or pro rata options are available.

Without prejudice to any other right or remedy that we may have, if you fail to make payment when it is due, we may take the following process:

- 3 (three) attempts at payment with current communication of 1 email notification per attempt will be made;
- On the 3rd failed attempt, the email notification to you will provide you with a 7 day notice period for downgrading your account to a free (join us) membership;
- If after 7 days, being a total of 10 days since the due date, no payment has been received, the system reverts the members account to free (join us) membership, and sends an email notification to the member.

We reserve the right to charge you interest on all overdue sums from the due date until payment of the overdue sum has been paid in full. Interest under this clause will accrue each day at 4% above the Bank of England’s base rate from time to time.

All sums payable under this membership shall be paid in full without any set-off, counterclaim, deduction or withholding.

In the event of loss of membership card, a replacement card will be issued free of charge for the first incidence, thereafter a charge of £5 will be administered to the member account for each subsequent loss and card replacement.

- Services provided
 - Connect level
 - Members access card
 - 1 hour per month 1-2-1 support, mentoring or coaching
 - Access to specialist resources, tools and facilities
 - 4 days per month use of flexible work or making spaces (split into 8 half day bookings)
 - Secure Wi-Fi connection
 - Access to printing
 - 20% discount on selected activity and services

All in

Rolling monthly £200 (inc VAT) payment by direct debit, set up during sign up. This can be cancelled at any time through the membership portal, prior to the next payment date. Upon cancellation, services will be accessible up until the next payment date, upon which the account will be downgraded to the “Join us” (free) membership level. No refunds or pro rata options are available. If payment is due but fails the following process applies;

- Make 3 attempts at payment with current communication of 1 email notification per attempt.
- On 3rd failed payment attempt, the email notification to the member will give 7 a day notice period for downgrading account to a free (join us) membership.

- After 7 days, being a total of 10 days since payment date, if no payment is received, the system reverts the members account to free (join us) membership, and sends an email notification to the member.

In the event of loss of membership card, a replacement card will be issued free of charge for the first incidence, thereafter a charge of £5 will be administered to the member account for each subsequent loss and card replacement.

We reserve the right to charge you interest on all overdue sums from the due date until payment of the overdue sum has been paid in full. Interest under this clause will accrue each day at 4% above the Bank of England's base rate from time to time.

All sums payable under this membership shall be paid in full without any set-off, counterclaim, deduction or withholding.

- Services provided
 - All in level
 - Members access card
 - 1-2-1 support, mentoring or coaching
 - Access to specialist resources, tools and facilities
 - Secure Wi-Fi connection
 - Access to printing
 - Extensive packages of support, mentoring, coaching and specialist training
 - Unlimited access to flexible co-working and making spaces across our campus
 - 4 days per month of meeting room use (split into 8 half day bookings)
 - 20% discount on selected activity and services

Organisations

Real Ideas will assign an account holder with whom the organisation will deal directly when determining the pricing structure, service provision and payment profile. This will be detailed in a letter of agreement which supplements these terms and conditions.

Payment will be requested from Real Ideas by invoice direct to the organisation with payment required within 30 days of invoice.

Cancellation requires a notice period defined in the Letter of Agreement and requests must be sent in writing by email to the Real Ideas key account holder or membership@realideas.org. Upon receipt of cancellation requests the Real Ideas key account holder will communicate directly with the organisation to arrange a final date of membership and the return of access cards. No refunds or pro rata options are available.

We reserve the right to charge you interest on all overdue sums from the due date until payment of the overdue sum has been paid in full. Interest under this clause will accrue each day at 4% above the Bank of England's base rate from time to time.

All sums payable under this membership shall be paid in full without any set-off, counterclaim, deduction or withholding.

- Services provided
 - Organisational level
 - Detailed in Letter of Agreement, bespoke package and pricing

Dedicated

Rolling monthly £250 (inc VAT) payment by direct debit, set up during sign up and on receipt of keys for access to dedicated space. Cancellation requires a notice period of 3 months, cancellation requests must be sent in writing by email to membership@realideas.org. Upon receipt of cancellation requests the Real Ideas membership team will communicate directly with the member to arrange a final date of occupancy, handover of dedicated space and keys back to Real Ideas. The member must vacate the dedicated space on or before the last date of membership which will be communicated directly with the member. After the last date of occupancy the member account will be downgraded to the “Join us” (free) membership level. No refunds or pro rata options are available.

Please refer to the Real Ideas Members Charter for information about permitted use which may affect your membership.

In the event of loss of membership card, a replacement card will be issued free of charge for the first incidence, thereafter a charge of £5 will be administered to the member account for each subsequent loss and card replacement.

We reserve the right to charge you interest on all overdue sums from the due date until payment of the overdue sum has been paid in full. Interest under this clause will accrue each day at 4% above the Bank of England’s base rate from time to time.

All sums payable under this membership shall be paid in full without any set-off, counterclaim, deduction or withholding.

- Services provided
 - Dedicated level
 - One of the following
 - Dedicated office space – application required, business rates will apply
 - Dedicated use of private studio space in Ocean Studios – application process due to high demand, and business rates will apply, or
 - Bookable use of commercial kitchen and dry storage in Devonport Guildhall
 - Members access card
 - Opportunity to participate in incubation programmes
 - 1-2-1 support, mentoring or coaching
 - Access to specialist resources, tools and facilities
 - Secure Wi-Fi connection

- Access to printing
- Use of flexible work or making spaces
- 4 days a month of meeting room use
- 20% discount on selected activity and services
- Waste removal within reasonable limits in Ocean Studios and commercial kitchens – large waste items must be removed and disposed of by the member. Waste that requires additional collections may incur additional cost on a case by case basis. If in doubt contact membership. Further details are provided in the Members Charter.

4. Our Commitment to You

We will:

- a. use reasonable endeavours to supply the Services depending on your level of membership and we aim to ensure that you will have access to all services within your membership within 5 working days;
- b. provide you with access to Real Ideas buildings and other facilities pursuant to your level of membership;
- c. inform you of any health and safety and security requirements which apply to any Real Ideas buildings;

5. Your Obligations

You shall:

- a. Use reasonable endeavours to observe all health and safety and security requirements that apply to Real Ideas buildings and that have been communicated to you, including environmental health food hygiene requirements for users of commercial kitchens;
- b. Ensure that any equipment is used in an appropriate manner and maintained in a good condition;
- c. At the end of your membership you shall:
 - i. Pay all sums due to us which remains outstanding;
 - ii. Within a reasonable time return any items which belong to us (if any); and
 - iii. Return to us any of our Intellectual Property Rights which we have permitted you to use.

6. Liability

Real Ideas will not be held liable for any loss or damage to member possessions, equipment or vehicles brought to Real Ideas spaces. Electrical equipment that requires mains power must be PAT tested by the member. Property must not be left onsite overnight, including in lockers. The member indemnifies Real Ideas Organisation against any claims for loss, damage or personal injury when attending Real Ideas sites including car parking, grounds, access routes, and all areas inside.

It is in the interest of the member to seek information about Liability Insurance if they or others are using a dedicated space for commercial activity. Some activity is covered under the Real Ideas Liability Insurance cover. More information can be requested here: membership@realideas.org Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

7. Events Outside of Our Control

If you are prevented, hindered or delayed from using our buildings or access to our facilities as a result of acts of God, flood, earthquakes, natural disasters, epidemics or pandemics, civil commotion, armed conflict, collapse of buildings, fire, explosion or accident, and interruption or failure of utility services, we shall not be in breach of this membership agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

8. Health & Safety

Real Ideas Organisation will follow the Health and Safety at Work etc. Act 1974 and Regulations subsequently laid under it and meet the standards required therein. Steps will be taken to ensure hazards are identified, and the risk of injury, disease or dangerous occurrence will be minimised by the achievement and maintenance of high standards of health and safety and by caring for each other. Risk assessments including but not limited to fire safety, Covid-19 and space-specific risk assessments are produced and maintained by Real Ideas. Those risk assessments pertaining to members are stored and available to all members on the membership portal. Real Ideas requires members to read and understand the risk assessments and fire safety plans for the spaces the member will be accessing. Members are obligated to undertake their activities in accordance with the Health and Safety at Work etc. Act 1974 while accessing Real Ideas spaces. Members are obliged to report any unsafe act or condition to Real Ideas staff at the earliest opportunity either in person or by email to membership@realideas.org All accidents and near misses must be reported using the Real Ideas accident reporting process. Dedicated and catering members must complete our online Health and Safety checklist at the start of their membership.

9. Disability provision

We continually strive to ensure our services and buildings are accessible to all, however given the nature of our heritage buildings, there are limitations. We encourage all members to discuss access requirements with our staff. For prospective members that require additional assistance to escape in the event of an emergency, on application contact membership@realideas.org and request to discuss a Personal Emergency Evacuation Plan (PEEP). Real Ideas membership will work with the individual to write and record this plan and undertake the measures identified in this process.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

- a. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this membership; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No personal information regarding participants of its services, including the fact that the participant has contacted Real Ideas, will be given directly or indirectly to any third party which is external to Real Ideas without first considering the legal basis for processing and only then in accordance with Real Ideas' Data Protection Policy and associated Privacy Notice.

11. Intellectual Property

You acknowledge that Real Ideas Organisation owns all right, title and interest in and to its Intellectual Property. You may not take, copy or use the name "Real Ideas" or any logos or branding for any purpose, or use photographs of Real Ideas spaces without prior consent obtained from membership@realideas.org

For members that work and create on Real Ideas sites, we recognise that the intellectual property of those works will belong to the creator.

You shall indemnify Real Ideas Organisation in full against all liabilities, costs, expenses, damages, losses suffered or incurred by us arising out of or in connection with any claim brought against us arising out of, or in connection with, the receipt or use in the performance of this membership agreement.

12. Consumption of Alcohol

Alcoholic beverages are available at licenced cafes on some Real Ideas sites and alcohol consumption at those sites will be in accordance with the terms of the café licence. No alcohol is to be brought onsite from elsewhere. Alcohol that has been purchased onsite may only be consumed in the café.

Real Ideas reserves the right to remove members from any Real Ideas space if their behaviour is considered unacceptable or they appear intoxicated.

13. Communication and Contact Details

Real Ideas will communicate with you via email for any membership related matters. Members can unsubscribe from generic mailing lists upon request. Your contact details will not be passed on or used for any other reason.

14. Complaints and Feedback



We take all complaints and feedback seriously. Our Complaints policy can be found on the members portal which provides full details, contact details can be found within the policy document. Alternatively, complaints can be sent to membership@realideas.org. We will respond as soon as possible and inform if there is any further action to be taken by Real Ideas with a timeframe. Feedback is welcome and encouraged, feedback surveys will be sent to members from time to time. Any improvement suggestions can be sent to membership@realideas.org

a. Appeals

We try to resolve issues and complaints as quickly as possible, preferably informally to the mutual benefit of all involved. However if there is not a satisfactory resolution with this approach the Real Ideas Directors will have the final say following a review.

15. How We Use Your Personal Information (Data Protection)

Real Ideas Organisation and its subsidiaries is fully committed to compliance with the requirements of the Data Protection Act 2018 (DPA), and other data protection legislation including the General Data Protection Regulation (GDPR).

Our data protection policy can be found on the policies and privacy notice section of our website which provides full details.

If have questions on your data or you would like to remove your data at any time you can do so by cancelling your membership or by emailing datacontroller@realideas.org

16. Governing Law and Jurisdiction

These terms and conditions contract shall be subject to and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts

You will not impersonate any other person whilst using our services.

You will not conduct yourself in an offensive, unlawful, illegal, fraudulent, immoral, or harmful manner whilst using our services

You may not use our membership for illegal purposes or in any way that may harm our name or reputation.

17. Right to refuse or revoke membership

Real Ideas retains the right to refuse membership to anyone, and to revoke membership without notice.