

HOT DESK AGREEMENT – Nineteen TwentyOne

Welcome to our space. We are so excited to have another talented person in our creative community. Here is a quick heads up on our house rules.

What you get

For the hire period, you get exclusive use of a desk at 19-21 Johnston Street, Collingwood.

You also get use of the shared facilities such as the communal space, wifi connection, the kitchen, the meeting rooms, the printers and the toilets. You are allowed to use these things to pursue your creative endeavours as long as you comply with this agreement.

When you get it

You get access to our space 24 hours, 7 days a week. You can also access our space after hours using the access code. We will give you access via our security app OmGate, the setup and use will be provided to you when you start.

Off limits

The building is shared by other businesses who are long-term tenants, whose spaces are off limits to you. You must respect their space, peace and quiet.

Be a good community member

Since we share our space and resources, we ask you to be courteous and considerate.

This means that you must: be safe at all times; clean up your desk at the end of each day; clean up after yourself each time you use a communal space or resource; keep noise and activity to a reasonable level; not distract or offend other community members; not break any laws; avoid being discriminatory or disrespectful; use reasonable amounts of data on our communal wifi only; not overuse or hog meeting spaces (or use them outside times that you have booked them for); not drink alcohol, smoke or take drugs in the building (or be particularly affected by drugs or alcohol while in the building).

If you take possession of any property or information (including confidential information) belonging to us or any other person in the building, you must return it to the owner (if you know who the owner is) or to us (if you don't know who the owner is). If you obtain confidential information you must use reasonable efforts to keep the information confidential.

We are nice, but we are still the boss

Since we have to keep everyone happy (including our landlord, other hot deskers and our long term tenants) there are some situations where what we say goes. You must comply with our reasonable directions at all times. We can give directions in person, on notices posted in the building, via policies or guidelines issued to you or via email notifications. Our directions could cover your exclusive space, any communal space or facility, or the building as a whole.

Bring your own

We are happy for you to bring in materials that you need to pursue your creative endeavours. But being a good community member is paramount, so you are not allowed to bring in large, loud or disruptive equipment that impacts on other community members' space or their peace and quiet.

We are also happy for you to bring in people to meet with you for your projects, but only for meetings during booked times in our meeting rooms.

Things happen

We try hard to make sure that the building is secure, that access codes work, that the wifi is working, and that the facilities and services keep working and are in good condition.

But things happen, and we are not liable to you in any way (except if the law makes us liable) if any of these things don't work or stop working. We will however always prioritise the maintenance, restoration or repair of facilities and services.

If you damage our property or the building or any other person's property in the building, you are liable to us for any loss or damage suffered or incurred by us as a result.

If you are injured or your property is damaged in the building as a result of the acts or omissions of someone other than us, to the extent permitted by law, we are not liable for any loss or damage that you suffer or incur as a result.

Help us help you

We ask that you inform us as soon as possible if there are any issues with your use of our space. Issues might include things like unauthorised visitors, damage to facilities, issues with access, disruptive or otherwise uncool behaviour.

Breaking up

We aim to have a long and happy relationship with you. But some break ups are inevitable.

We will need to end your hire period immediately if: you refuse to comply with any of our directions; you cause damage to the building or any property inside it; steal anyone's stuff; injure or offend anyone in the building. If we terminate our relationship for any of these reasons, you agree that you will not be entitled to a refund of fees.

If we are kicked out by our own landlord, we will terminate any hire period (or part of it) and refund the fees paid for any period that cannot be used.

If you leave any of your stuff behind at the end of your hire period it will become our property and we can remove, store, sell or dispose of it in any way that we choose.

Rewards and risks

We hope you find your time in our space rewarding. But just so you know, you use the space and the facilities at your own risk and you release us from, and indemnify us against, all claims resulting from your acts or omissions in the building.

Time and money

Your hire period begins on [insert date]. Your fee per [day/week] is: \$[insert] ex GST, payable on a monthly invoicing cycle.

Payment in full is due in advance. No payment, no access, no hire period. If you don't turn up during your hire period, we do not offer refunds or credits. When you begin, we issue you with an invoice straight away known as a "holding deposit" of 4 weeks rent.

If you need to cancel your membership, we require 4 weeks notice.

This agreement

This agreement is binding on both of us when you use or book a space. This agreement is governed by the laws of Victoria. If there is a dispute between the two of us, we must both use good faith efforts to resolve the dispute before going to a court or tribunal. You cannot transfer a hire period or any of your rights or obligations under this agreement to another person. We are ADFM Investments Pty Ltd trading as Nineteen TwentyOne (ABN - 20 030 423 789)

By acknowledging this document, you agree to have read and understood the policies and procedures of the space, located here: <http://upstairs.19-21.co/> (username: 19-21 password: rulesisrules)

Please acknowledge this agreement by signing below:

Sign Here _____

Name _____

Date _____