

CO-WORKING SPACE AGREEMENT



TRIAL BENCH

PREPARED BY :

CO-WORKING SPACE AGREEMENT

Agreement Number :

This Agreement forms a legally binding agreement you, the Member, and us, the Provider, and governs your access to and use of the co - working space and the membership services.

Member Details(Not a Work Cast Pvt Ltd Center Address)

Member Legal Name :
Member CIN :
Member GST Number :
Member PAN:
Member KYC :
Member Address:

Agreement Details

Agreement Date :
Agreement Number :
Length of Agreement : months
Start Date(MM/DD/YY) : End Date(MM/DD/YY) :
Service Agreement Type :
Total Monthly Payment (Including Tax) : INR

We are WORK CAST PRIVATE LTD of TC 22/3642 3rd floor, City Center, Sasthamangalam, Thiruvananthapuram, Kerala, India PINCODE - 695010. This Agreement incorporates our terms of business set out on attached Terms of Business which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them.

Name :	Name :
Title :	Title :
Date (printed) :	Date (printed) :

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(Work Cast Pvt Ltd)

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TERMS AND CONDITIONS of the co - working space agreement between THE Member and **WORK CAST PVT LTD** :

Article 1 - Definitions

The parties referred to in this agreement shall be defined as follows:

- a) Provider Work Cast Pvt Ltd, ,we us: We are the organisation providing use of the CoWorking space to you, as well as your membership. We may offer additional membership services to you depending on where you are located. We will be referred to as Provider, We or Us. If we use pronouns to describe ourselves, they will include our and ours, as well as other first person pronouns. These terms will apply to us as well as all of our employees.
- b) You, the client,the member. You are the client utilising the above mentioned membership services. You will be referred to as you, the client, or the member. If we use pronouns to refer to you,we'll use your and your's.
- c) Parties : Collectively, the parties to this agreement(us and you) will be referred to as parties.
- d) CoWorking Space : The CoWorking Space is the communal working space we make available, located at the following address:
TC 22/3642 3rd floor, City Center, Sasthamangalam, Thiruvananthapuram,Kerala, India PINCODE - 695010

Article 2 - Nature of this agreement

This coworking space agreement is a mere permission for the Client to use the Premises and other facilities of the Centre. The whole of the Centre remains in Work Cast Pvt Ltd possession and control. No tenancy or other, right title or interest and or

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possession whatsoever is created or intended to be created by this agreement in favour of the Client. Work Cast Pvt Ltd is giving the client the right to share with Work Cast Pvt Ltd the use of the Centre on these terms and conditions, so that we can provide services to the Client. The client agrees not to assign or sub-let or part with possession of the Premises or attempt transfer of this Agreement.

Article 3 - Duration

This agreement lasts for the period stated in it and then will be extended automatically for successive periods, equivalent to the initial term or a period of 3 months (whichever is shorter), until brought to an end by the Client or Work Cast Pvt Ltd. The fees on any renewal will be at the then prevailing market rate, until and unless otherwise agreed by Work Cast Pvt Ltd in writing. The Client must notify Work Cast Pvt in writing at least one month before the agreement ends if they plan to leave. The notice should include the intended vacating date and be sent via [email]. If the Client fails to provide the required one month notice as specified, the Client agrees to pay an amount equivalent to one month's rent as liquidated damages. In such cases, rent will be calculated based on usage: if used for more than 15 days, rent will be charged monthly; if used for 8 to 15 days, rent will be charged weekly; and if used for 7 days or less, rent will be charged daily."

Article 4 - Term Commencement date of the agreement

The obligations as per this agreement will commence from the Term Commencement Date, and to clarify, these obligations are independent of actual occupation/ use of the premises by the Client or its representatives.

Article 5 - Confidentiality

The terms of this Agreement are confidential. Neither the Client nor Work Cast Pvt Ltd may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this Agreement ends.

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Article 6 - Jurisdiction

Civil Courts of the city in which Work Cast Pvt Ltd is located shall have exclusive jurisdiction in the event any disputes or differences arise in respect of, out of, relating to and/ or touching this Agreement. This agreement is interpreted and enforced in accordance with the law of the place where the relevant Centre is located.

Article 7 - Inspection and Maintenance

Work Cast Pvt Ltd may need to enter the Client's premises and may do so at any time. However, unless there is an emergency, Work Cast Pvt Ltd will attempt to notify the Client verbally or electronically in advance when Work Cast Pvt Ltd needs to access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. Work Cast Pvt Ltd will also endeavour to respect reasonable security procedures to protect the confidentiality of client's business.

Article 8 - KYC

The Client agrees to provide all documents, pertaining to the identification of the Company (mentioned in the agreement) and of the person (executing the agreement), as deemed relevant by Work Cast Pvt Ltd, for the purpose of verification of legitimate existence of the business. The Client authorizes Work Cast Pvt Ltd to conduct verification of legitimate existence of Client's business and/ or standard business verification to execute the agreement.

Article 9 - Monthly Fee

The Monthly Fee, shall be payable monthly in advance, on the 01st day of each and every month, to Work Cast Pvt Ltd.

Article 10 - Renewal

Work Cast Pvt Ltd will increase the monthly office fee each and every anniversary of

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the start date of this agreement by a percentage amount discussed and mutually agreed upon by the Client and Work Cast Pvt Ltd.

Article 11 - Invoices

Work Cast Pvt Ltd will send all, invoices electronically (where allowed by law).

Article 12 - Late Payment

In the event of delay in making payment of the Monthly Fee or Services, the Client shall be liable to pay "default-interest" on the amount due at the rate of 5% per month. Declined Credit cards and dishonour of cheques, will attract a fee equivalent to INR 1,500. The Client shall bear all bank charges. Work Cast Pvt Ltd also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its premises, where applicable) while there are any outstanding fees and/or interest or the Client is in breach of this Agreement.

Article 13 - Use

- a) The Client's name and address: The Client may only carry on that business in its name or some other name that Work Cast Pvt Ltd previously agrees. Should the Client choose to use the services, provided by Work Cast Pvt Ltd, for an additional company, an additional charge per month and per company name may apply.
- b) Use of Centre Address: The Client may use the Centre address as its business address only. Any other uses are prohibited without Work Cast Pvt Ltd prior written consent.
- c) Installations in the Premises: The Client must not install any cabling, IT or telecom connections without Work Cast Pvt Ltd's prior written consent. As a condition to such consent, the Client must permit Work Cast Pvt Ltd to oversee any installations and to verify that such installations do not interfere with the use of premises by other clients or Work Cast Pvt Ltd or any landlord of the building.
- d) Alterations to the Premises: The Client shall not make any alterations or additions in the Premises without prior written consent of Work Cast Pvt Ltd.

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- e) Non-Compete Business: The Client must not carry on a business that directly or indirectly competes with Work Cast Pvt Ltd or any company affiliated with Work Cast Pvt Ltd.
- f) Access: The Client will have access to the premises 11 hours a day and 6 days a week; however, the Services and the facility of central air-conditioning and other similar facilities will be available to the Client only from Monday to Saturday between 09:00 am and 8:00 pm; the Services and the facility of central air-conditioning and other similar facilities will not be available on Bank Holidays and Public Holidays.
- g) The Client is required to disclose the number and names of persons who will work in the premises.
- h) The Client agrees not to smoke in the office nor consume alcoholic beverages in the premises and/or elsewhere in the Centre or any part thereof.
- i) The Client shall utilize, and shall ensure that its employees utilize, the equipment and facilities provided in the premises and in the Centre with due care and caution; the Client will be liable for all damage or destruction caused by it or its employees to the equipment and facilities provided in the Centre and in the premises in particular.
- j) Compliance: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Centre. The Client must not do anything that may interfere with the use of the Centre by Work Cast Pvt Ltd or by others, cause of nuisance or annoyance, increase of the insurance premiums that Work Cast Pvt Ltd has to pay, or cause loss or damage to Work Cast Pvt Ltd (including damage to reputation) or to the owner of any interest in the building which contains the centre the Client is using.
- k) The Client is liable for any damage caused by it or by those in the Centre with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises. The Client agrees to repair in a proper way any such damage and if the Client fails to do so Work Cast Pvt Ltd may do so at the Client's expense.

Article 14 - Termination of the Agreement:

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Notice: Either Work Cast Pvt Ltd or the Client can terminate this agreement at the end date stated in it, at the end of any extension or renewal period or on such date as the Parties may deem fit. To clarify, the Client shall be entitled to terminate this Agreement prior to the expiry of its term (initial, extension or renewal). The Parties shall provide a written notice of thirty (30) days in order to terminate this Agreement.

Ending this agreement immediately: Work Cast Pvt Ltd may put an end to this agreement immediately, to withhold Services and re- enter the Premises by giving the Client notice and without need to follow any additional procedure, if

- a) The Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or
- b) The Client is in its breach of one of its obligations, including but not limited to payment of monthly Fees and Services Due, which cannot be put right or Work Cast Pvt Ltd have given the client notice to put right and which the Client has failed to put right within ten days (10) of that notice, or
- c) Its conduct or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use If Work Cast Pvt Ltd puts an end to the agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly fee for the remainder of the period for which this agreement would have lasted if Work Cast Pvt Ltd had not ended it.

Article 15 - Handing over of the Premises:

- a) The Client shall cease to use and occupy the premises on the expiry or sooner termination of this Agreement; remove all its equipment, belongings, articles and things and its employees / personnel and to vacate and hand back the premises and at the same time hand over all keys and access cards. The Client shall remove from the premises their fixtures and equipment provided that any damage or defacement is occasioned to any part of the Premises in the course of such removal, the same shall be remedied by the Client immediately and at their own expense. If the Client fails to

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do so, Work Cast Pvt Ltd may do so at the Client's expense. If the Client leaves any property in the Centre, Work Cast Pvt Ltd may dispose of at the Client's cost in any way Work Cast Pvt Ltd chooses without owing the Client any responsibility for it or any proceeds of sale. The Client must leave the premises in the same condition as it was when the Client took it. Work Cast Pvt Ltd reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

b) If the Client defaults in vacating the premises when this agreement has ended the Client is responsible for any loss, claim or liability Work Cast Pvt Ltd incurs as a result of the Client's failure to vacate on time. Work Cast Pvt Ltd will also be at liberty to remove the articles and belongings of the Client from the premises at the risk and cost of the Client. Work Cast Pvt Ltd may, at its discretion, permit the Client an extension, subject to a surcharge on the monthly office fee.

c) Force Majeure: In the event the Centre or the premises are destroyed or damaged, at any time, by any event falling within the term "force majeure", this Agreement shall come to an end on Work Cast Pvt Ltd giving to the Client notice in writing to that effect. Work Cast Pvt Ltd shall within two weeks of giving notice that this Agreement has come to an end for the reasons aforesaid refund to the Client the monthly fees paid by the Client after adjusting therefrom all dues under any head for the past period up to the date of occurrence of the event of force majeure and payable by the Client under this Agreement.

Article 16 - Liability and Disclaimer

a) Work Cast Pvt Ltd will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss unless Work Cast Pvt Ltd otherwise agrees in writing.

b) Subject to gross negligence and deliberate misconduct, Work Cast Pvt Ltd, its employees and agents shall not be held responsible for any theft, loss or damage

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from the Premises or for any damage done to the furniture or other effects of any Client in the Premises by the caretaker or cleaners or any employees, agents or invitees of Work Cast Pvt Ltd.

c) Work Cast Pvt Ltd shall not be responsible for any loss, damage, corruption of data or any loss of information whether from hardware, software or internet damage that may occur to the Client during the term of this agreement. Work Cast Pvt Ltd shall not be responsible for any loss, damage or loss of information resulting from communications or data failure including voice, communication and the internet.

d) Subject to gross negligence and deliberate misconduct, Work Cast Pvt Ltd is not liable for any loss as a result of Work Cast Pvt Ltd's failure to provide a service as a result of mechanical breakdown, strike, termination of Work Cast Pvt Ltd's interest in the building containing the Centre or otherwise

e) Work Cast Pvt Ltd shall be liable to provide all the necessary service and robust internet connection as agreed between the Parties as per the terms and conditions of this Agreement. In no event shall Work Cast Pvt Ltd be liable for any loss or damage until the Client provides written notice and gives Work Cast Pvt Ltd a reasonable time to put it right.

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