

# CoWorking Membership Agreement

DoSpace CoWorking seeks to provide a shared, community-driven workspace for location independent workers, entrepreneurs, startups, founders, scale-ups, NGOs and anyone who we and they feel fits our community. It exists because of you and for you. As a member, you will not just be a customer of DoSpace; you will be an active and integral part of what DoSpace is and does for you and for others.

## Membership Features

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The following outlines our primary membership plans and some, but not all, of the benefits members receive as part of their membership:

### All Memberships

- 📍 Space access
- 📍 Access to high-speed internet
- 📍 Use of conference rooms and the space bar
- 📍 Free admission to member-related events held in the space

### DoSpace Resident (€339 or €299 w/t 6 month commitment pm)

- 📍 Dedicated Desk
- 📍 24/7 access to space
- 📍 Unlimited meeting room use†
- 📍 60% discount on day bookings of any conference room\*
- 📍 Discount on booking of whole space for large scale events
- 📍 Mailing address

### DoSpace Office (€400 or €360 w/t 6 month commitment pm)

- 📍 Private office space with lockable door
- 📍 Unlimited meeting room use†
- 📍 60% discount on day bookings of any conference room\*
- 📍 Discount on booking of whole space for large scale events
- 📍 Mailing address

### DoSpace Bench - Hot-desking (€200/125 pm, monthly contract)

- 📍 Access to DoSpace from 09:00-17:00 Monday - Friday (ex. holidays)
- 📍 Use of hot desk space @ €200 for 10 days or €125 for 5 days
- 📍 1 hour of conference room use per month
- 📍 20% discount on day bookings of any conference room\*
- 📍 Discount on booking of whole space for large scale events
- 📍 Mailing address

#### Notes:

- The hot-desk space is a shared space and you will be unable to leave any personal belongings or monitor etc. at the desks, unused hot-decking days do not roll over to the next month.- More pricing can be found in our pricing list in Appendix A

†We do not police meeting room use but ask members to use responsibly. If required we reserve the right to limit to 8 hours per member.

\*Full pricing for 'The Crane Room' (12 person), 'The Control' (6 person) and 'The

Non Membership Conference Room Rates			
	The Control Center	The Crane Room	The Shibeen
Full Day, 10 Hrs (08:00 - 18:00)	€400	€600	€900
Half Day, 5 Hrs (08:00 - 13:00)	€220	€320	€500
Half Day, 5 Hrs (13:00 - 18:00)	€220	€320	€500

Shibeen Bar' (22 person) is as per the table below. Membership rates are calculated via discount on these default totals.

Note: Unless specifically mentioned in this agreement membership includes all running expenses including but not limited to; heating, electricity, internet, business rates, maintenance etc.\*

\*We provided dedicated parking spaces at a cost of €300 ex. VAT per month.

Notes:

- More pricing can be found in our pricing list in Appendix A

## Payments

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### Dates

*Active membership* month is a month that a member/s have access to the space and facilities. This period runs from the first to the last day of each month.

- All membership payments are due on the 20th of the month preceding an active membership month.
- Invoices will be issued on the 13th of the month preceding an active membership month.
- DoSpace CoWorking reserves the right to withhold services if payments are not received on time. This includes revoking access to any DoSpace buildings.

### Payment Methods

- Method of payment is exclusively via Direct Debit, on joining DoSpace, new members will receive a direct debit mandate to be filled out.
- DoSpace does NOT store any credit card details. We have outsourced this to an Irish, UK and European regulated entity; GoCardLess. Note: Your monthly statement will show 'GoCardLess' and 'DoSpace' in the details section.
- Payment methods can be modified via the DoSpace portal and DoSpace app. Past and future invoices can also be viewed.

## Deposit

- On becoming a member, each member will pay a fully refundable deposit.
- A deposit is equal to two months membership.
- The member or DoSpace may decide at their will to use the deposit in lieu of final two months membership dues.

## Cancellation Policy

- Should a member wish to cancel their membership they must do so two months in advance of their leaving date.
- With respect to these terms and conditions, your outstanding membership deposit will be returned to you no later than 10 days after the final day of your membership or utilized as your final months membership.

# DoSpace Space Management

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On becoming a DoSpace member you will be invited to join our DoSpace management platform this is an integrated system controlling our internet, conference room bookings, invoicing and payments, space access via our smart phone app and inter-community communication (including our case system for raising issues).

## Conference Rooms

- DoSpace has three conference rooms, two located at first level and one at ground level.
- To book these rooms do so through your account at <https://members.dospace.io> or more conveniently through the DoSpace mobile app. Each membership type has an allowance of free minutes (8hrs for dedicated desk, 6 hours per office occupant, 2 hours per hot-desk) when this allowance is exhausted each additional booking per hour (inc. part of) will be €2.50. This will be discounted to zero for dedicated members. Hotdesk members will be charge €7 per hour or part of over one hour. Your allowance will renew each month. Note: there is a min of 10 minutes and max of 2 hours per individual booking. Allowances can be shared among company members i.e. a four person company has 24 hours of meetings to be used by anyone.
- Meeting room availability, status and bookings can be checked or made through the DoSpace app or via the information tablets located outside each meeting room door.
- Phone booths require no booking and have no time limit - thought we do ask members to be cognisant of other members.
- With the exception of non membership plan full day bookings which can be booked up to 12 months in advance, meeting rooms can be booked up to four weeks in advance. Recurring meetings can also be set i.e. weekly team meeting to guarantee your slot with minimum effort.

Notes:

- More pricing can be found in our pricing list in Appendix A

## DoSpace Access

Standard building operation will be 09:00 - 19:00, Monday- Friday with the exception of public holidays - front door open, heating system on. However we appreciate that our members are very much not the '9-5' brigade and so we provide 24/7 access. It is assumed unless asked otherwise, that no one will need resources outside of standard business hours if however you do, i.e. on a Saturday email [hello@dospace.io](mailto:hello@dospace.io) and we will sort arrangements. This does mean that you have to be aware of certain items if the only people in the building i.e. making sure the lights are turned out etc.

- Standard access is via the main door off Macken Street from 9am till 7pm Monday to Friday
- Out of hours access will be available via the rear door to the bar.
- If you are last out of the building, please insure that all lights are turned off.

## Internet

DoSpace provides wifi throughout the building. The SSID is 'DoSpace'. The password will be sent to you in your welcome email.

## Guests

DoSpace members are more than welcome to bring guests and business associates on site.

- Use the DoSpace management system to invite guests to DoSpace, they will be issued with a code and on arrival can enter it into the tablet at the main entrance.
- Guests may use the guest wifi. This is open so they will not require credentials.

## Concierge Service

DoSpace CoWorking appreciates in how short supply time is when starting up and scaling [we've been there!] and so your membership includes access to a concierge service. Run by one of the community managers in your space, services include (but are not limited to); printing, photography, booking local hotels, taxis etc. The service also includes detailed knowledge - or a brief google of! - in the local area.

## DoSpace Environment

Keeping our space clean, safe and comfortable is a community effort. DoSpace will have the whole space cleaned once a week however each member should endeavour to keep their own area/office clean. All cups, glasses, cutlery etc. must be washed or placed in the dishwasher at the end of the day. Whiteboards must be cleaned after use for other users of the meeting rooms and breakout areas.

- Keep noise volume to a reasonable level (this include phone calls, we have phone booths and meeting rooms can be booked if required), quick calls or listening calls are fine but we would ask for you not to conduct loud calls in the open plan working area.
- A clean out of all DoSpace fridges will occur every Friday evening at 18:00. If you have an item that you would like retained please notify it as such with a note otherwise it will be disposed of.
- It is the responsibility of the billable office holder or dedicated desk user to make sure that their office or desk is clean, clear from hazards or annoyance to other space members.
- We provide any parking facilities @ a charge and this should be confirmed with the community manager alternatively there is on street parking at the front door which is generally empty and a long term car park within a five minute walk of the space.
- In general we strive to be paperless however we appreciate that the world still makes us print tickets and conference passes and sign documents etc... As part of our concierge service if you mail the document requiring printing it will be dropped down to your desk. This is limited to 10 pages a month for standard memberships. Additional pages can be purchased @ 20cent a page and will be added to your monthly membership.
- The heating and air conditioning system is automated and will activate each morning

## Bring Your Own Plant Policy

Members are encouraged to bring a plant for their desk or area. We have a number of suggestions of plants that are good for air control and concentration, please ask your community manager.

## Pa-Ma-Turnity Leave

If you recently become a father or mother, and you are a dedicated desk member\*, DoSpace CoWorking will give you the opportunity to freeze your membership for three months. During this time you will be unable to use the space or the facilities. You will be able to leave your items in the space. There is a possibility that your desk will be used by other members in your absence. All contract cancellations etc. operate as normal.

\*Not applicable for users of private offices

## Sports and Social Club

The sports and social club (S&S Club), is a club managed by the members, for the members. It is joined on a voluntary basis and incurs a monthly charge (TBC as of May, 2018).

- DoSpace CoWorking as a service to the S&S club facilitates monthly membership subscription collecting. However it is worth noting that this goes to a separate S&S bank account.
- Where possible, but not guaranteed DoSpace will match the monthly S&S income to maximum of 100%.
- There is a proposal to allow non DoSpace members join the S&S club i.e. partners, close business contacts from other spaces etc. This will not defer any DoSpace rights on members but will allow them partake in social activities.

## Event Space

The DoSpace building doubles as an event space at weekends and on occasional evenings. There are three pricing for rental of this space; a non profit rate (also known as an 'admin rate' which covers heating, electricity and staff costs but includes no cost for rental), a membership rate, and a commercial rate. Enquire to the community manager for more information. This does mean that the open plan area is occasionally used. This will only happen with notice.

# Terms of Use

The following Terms of Use may be somewhat lengthy, but we want to be careful to ensure that everyone including our members are properly protected. Please feel free to contact us at [hello@dospace.io](mailto:hello@dospace.io) with any questions or suggestions regarding these terms.

## 1. Acceptance of Terms

The services DoSpace CoWorking provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU"). DoSpace CoWorking reserves the right to update the TOU at any time. DoSpace CoWorking will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement and/or via the DoSpace platform.

## 2. Description of Services

DoSpace CoWorking may provide you with access to office space, work stations, internet access, office equipment, conference space, knowledge resources, and other services (collectively, "Services"). The Services at all times are subject to the TOU.

## 3. No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair the DoSpace brand, any DoSpace location, or interfere with any other party's use and enjoyment of any Services. You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

## 4. DoSpace CoWorking reserves the right to disclose any information

about you - and at all times - your participation in and use of the Services as DoSpace CoWorking deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in DoSpace CoWorking's sole discretion.

## 5. Confidentiality

- a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by DoSpace CoWorking, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of DoSpace CoWorking, any analyses, compilations, studies or other documents prepared by DoSpace CoWorking or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.
- b. Your participation in and/or use of the Services obligates you to;
  - I. maintain all Confidential Information in strict confidence;
  - II. not to disclose Confidential Information to any third parties;
  - III. not to use the Confidential Information in any way directly or indirectly detrimental to DoSpace CoWorking, or any participant or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of DoSpace CoWorking or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of DoSpace CoWorking, or any participant or user of the Services.

## 6. Participation In or Use of Services

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that DoSpace CoWorking does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use. You will refrain from any act which would render any insurance on the coworking space void or voidable or which would increase the insurance premium by the Licensor. You will comply with all Health Safety and Fire regulations.

## 7. Disclaimer of Warranties

To the maximum extent permitted by applicable law, DoSpace CoWorking provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.



## **8. Exclusion of Incidental,**

Consequential and Certain Other Damages. To the maximum extent permitted by applicable law, in no event shall DoSpace CoWorking or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of DoSpace CoWorking, and even if DoSpace CoWorking has been advised of the possibility of such damages.

## **9. Limitation of Liability and Remedies**

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of DoSpace CoWorking or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten Euro ( 10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## **10. Termination**

DoSpace CoWorking reserves the right to terminate any Service at any time. DoSpace CoWorking further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

## **11. Indemnification**

You release, and hereby agree to indemnify, defend and save harmless DoSpace CoWorking and DoSpace CoWorking's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by DoSpace CoWorking or its respective officers and agents in connection with the defense of such claim or lawsuit.

## **12. Severability**

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

## **13. Internet Use**

Use of the internet by DoSpace members implies agreement with our internet use policy. Members must ensure that they;

- 1). Comply with current legislation
- 2). Use the internet in an acceptable way and
- 3). Do not create unnecessary business risk to DoSpace CoWorking or their company by their misuse of the internet.

Unacceptable behaviour and in particular the following is deemed unacceptable use or behaviour by members; 1). Visiting internet sites that contain obscene, hateful, pornographic or otherwise illegal material, 2). Using the computer to perpetrate any form of fraud, or software, film or music piracy, 3). Downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such license, 4). hacking into unauthorised areas, 5). Undertaking deliberate activities that waste staff effort or networked resources, 6). Introducing any form of malicious software into the corporate network. DoSpace CoWorking maintains the right to monitor the volume of internet and network traffic, together with the internet sites visited.

## **14. Insurance**

DoSpace CoWorking carries Public Liability Insurance with an indemnity limit of 6.5 million Euro. Legally we are unable to insure other peoples property and so cannot insure personal equipment of our members. As a member, it is strongly suggested that you carry an insurance policy to cover your own equipment while using our space.

## **15. Claim on space**

This membership agreement shall not vest or confer or be deemed to confer any legal estate in any DoSpace property and nothing herein contained shall create or be deemed to create the relationship of Landlord and Tenant between the CoWorking Space and the Member.

If you do not see a specific service here, please contact [hello@dospace.io](mailto:hello@dospace.io) as we may still provide it.

Service	Price (ex.VAT)
Dedicated Desk - Open Plan Area	€339
Dedicated Desk - Open Plan Area with 6 month discount	€299
Dedicated Desk in office (must take full office)	€400
Dedicated Desk in office (must take full office) with 6 month discount	€360
4 Person Office (inc. six month discount)*	€1440
6 Person Office (inc. six month discount)*	€2160
10 Person Office (inc. six month discount)*	€3600
1 day DoSpace Pass	€30
5 day DoSpace Pass	€125
10 day DoSpace Pass	€200
Monthly Car Parking Pass	€300
Daily Car Parking Pass	€15
Registered Business Address (see: <a href="https://dublinoffice.ie/">https://dublinoffice.ie/</a> ) Monthly	€49
Virtual Office (see: <a href="https://dublinoffice.ie/">https://dublinoffice.ie/</a> ) Monthly	€65
Virtual Office Plus (see: <a href="https://dublinoffice.ie/">https://dublinoffice.ie/</a> ) Monthly	€79
Registered Business Address (see: <a href="https://dublinoffice.ie/">https://dublinoffice.ie/</a> ) Annually	€349
Virtual Office (see: <a href="https://dublinoffice.ie/">https://dublinoffice.ie/</a> ) Annually	€589
Virtual Office Plus (see: <a href="https://dublinoffice.ie/">https://dublinoffice.ie/</a> ) Annually	€855
Crane Room Day Rental	€600
Crane Room Half-Day Rental	€320
Control Room Day Rental	€400
Control Room Half-Day Rental	€220
Shibeen Day Rental	€900
Shibeen Half-Day Rental	€490
Full Space Hourly Rental	€360
Full Space Full Day Rental (Sat/Sun 12 hr)	€4000

Notes:

- All prices are excluding VAT which is 23% in Ireland
- If applicable brokerage fees are on top of DoSpace fees.
- Larger events + catering etc. will have bespoke pricing

