# Coworkers Kitchen

# Coworking Space General Contract Terms and Condition

#### Opening Hours:

Every day - from Mon to Sun. \* Except New year's holiday and specific date. 6:00 am thorugh 23:00 \*Last entrance by 22:00

Note) NO staying allowed after 23:00

#### Membership and Fee

Free address seat for monthly payment is JPY 6000-. \*Please refer to attached another tariff.

Basically, the space is only for contracted members and not drop-in for spot use.

If a third party visitor comes with the member such for meeting, it is free of charge for 1 hour and required JPY550 for every hour afterwards.

# Note)

- \*If a same third party visitor would repeat using the space often for long hours, it might be considered and charged as a semi-member.
- \*Non-member visitors for a reserved event or workshop are not counted for this charge. It is included an event fee.

#### Initial Payment

Grand total of JPY 5,500 (Administration fee, Key) plus First month fee (calculation on daily pro-rata) plus Next month fee upfront.

# Payment method

Bank transfer, Credit card, Paypal and Pay Pay.

- \* Credit card and Paypal is to be charged 4% transaction fee on a member's account.
- \* PayPay is to be charged transaction fee on a member's account.(1.6-1.98%)

# Discount for long term lump sum payment.

Payment for a whole year can get 10% discount.

\*Possible to cannge the whole year payment in the middle.

#### Withdrawal process

Must notice us before 25th prior to the expiration month.

For the member who paid for a whole year, we pay back the fee of caculated to monthly payment.

\*We take a handling fee for the refund.

# Forcible withdrawal

If the following circumstances are recognized, it will be forcibly withdrawn regardless of the reason.

- •When there is an act that violates the law, an act that violates public order and morals, or other annoying act against members.
- ·When the usage rules and other rules have been violated and there is no improvement due to the second

notification.

•When membership fees are often delinquent.

# Membership Application required

- Application Form with Service Agreement
- ID (Passport, Drivers license etc.) \* A copy to be filed
- Payment method info.
- Start-up Payment

# Membership Benefit

- Free WiFi
- Free electric power source
- Free Kitchen facility usage for a fridge, microwave and cooking devices
- Printer Copy: mono JPY 10 per copy, colour JPY 50 per copy
- Scanning for free
- Fax not basically available (please install eFax on your own if necessary)
- Event, Workshop and Meeting room usage
- Small meeting room (members only) Free for 1 hour and JPY 550 per hour additionally Reservation basis
- Main space with kitchen use \* Please refer to attached the fee list for a reservation event
- Please note the available date for the meeting room and event space is scheduled and not selectable

#### Postal Mail and Parcel collection

Post box is Not available for mail collection Acceptable for receiving parcels on a membership's own responsibility

#### Office address registration for a membership

Available for after registration (membership fee plus IPY 3000/month)

#### Terms and condition

We, Unique Homes hereunder defines our service, terms and condition at our coworking space named Coworkers Kitchen (located address: PIERZ #402, 1-6-27, Zushi, Zushi city, Kanagawa) as follows; A member of Coworkers Kitchen is to agree with our terms and condition when participating in or using the space and service.

#### 1. Objective

Coworkers Kitchen is to provide members the shared office space, facilities and service for their duties and communication among members.

#### 2. Membership

- An applicant of membership is required to fulfill application form and sign the service contract with agreement of the terms and condition.
- Acceptance of your membership will take place when Coworkers Kitchen reviews your application form and notifies you that it has been accepted.
- A membership is not allowed to its right and duties to lend or transfer to any third party.

• Coworkers Kitchen reserves the right to update the membership application form or service contract at any time without notice.

# 3. Service to membership

- Members will entitled to all the rights and benefits in accordance with guideline.
- Coworkers Kitchen reserves the right to modify the service. In this case, Coworkers Kitchen will notify members in advance.
- Members will be informed of forthcoming Members Events which Coworkers Kitchen organizes or acknowledges by emails or on the Website. In order to operational manner, if it affects the usage of office space or kitchen, Coworkers Kitchen will also inform of members in advance.
- Coworkers Kitchen's address can be used for members receiving parcels on their own responsibilities but not for postal mails. Coworkers Kitchen will not be liable or responsible for any loss or damage of the parcels or postal mails.

#### 4. Membership Card

- The member is required to have the membership card with him/her in the office.
- The membership card needs to be shown when Coworkers Kitchen management asks.
- If the membership card is not shown, the usage of Coworkers Kitchen will not be allowed.

# 5. Invoicing and Payment

- The member is automatically invoiced monthly in advance.
- Payment is required to be made every 25th of the month by either bank transfer, credit card, Pay Pay.
   Payment for casual usage is either paid on the day of use unless other arrangement have been made with Coworkers Kitchen.
- The membership fee is monthly basis (except for the first month) and monthly fee is not refundable if you are terminated in middle of month.

# 6. Cancellation

- If the memer wish to cancel the membership, it requires to submit written notice to Coworkers Kitchen and pay the outstanding balance fee immediately.
- The notice is required to submit 2 months in advance so the membership is valid till the end of following 2 months.

# 7. Opening hours and Closing date

Coworkers Kitchen may close the office or change opening hours due to any necessary construction, cleaning etc. Coworkers Kitchen will inform the members of notice in advance by emails or Website but it shall be exceptional in case of emergency.

#### 8. Events

- Coworkers Kitchen encourages or organizes any events with purpose of communication among members and invited guests.
- Members shall conduct themselves when participating in all events in a sensible, safe and social manner to wards all other members.
- The event host is liable or responsible for any damage, loss or claim of incident with compensating cost and expense if required.

#### 9. Prohibited Matters

Members to agree that when participating in or using the services, you will not:

- 1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 2. Put out data/content that is patently offensive and/or promotes racism, discrimination, bigotry, hatred or physical harm of any kind against any group or individual.
- 3. Promote information that known false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous.
- 4. Damage, disable, overburden, or impair any Coworkers Kitchen's property or services.
- 5. Violate any applicable laws or regulations.
- 6. Duplicate the member key and /or transfer it to a third party.
- 7. Overstaying after the business hours.
- 8. Additional inappropriate behaviours that Coworkers Kitchen judges.

Entire risk of liability claim as to arising out of prohibited matters remains with the members.

# 10 Lost and Reissue of the membership key

- The member will be charged the cost of reissue for missing membership key.
- Coworkers Kitchen will invalidate the missing one and reissue a new one.
- If the lost one were found after reissuing new one, the missing one should be returned to Coworkers Kitchen. The paid cost is not refundable.

# 11. Termination

The members will be terminated with immediate effect if the member disobey these prohibited matters for whatever reason.

- 1. Unlawful or violation of Public Safety Regulations.
- 2. Relationship with crime syndication or antisocial forces.
- 3. Political campaigning or religious activity.
- 4. Pyramid scheme and related business.
- 5. Adult dating or any harmful site business to young generation.
- 6. Anything contrary to public order or morality.
- 7. Create false identity for the purpose of misleading others.
- 8. Possible violation to Coworkers Kitchen, other members and a third party.
- 9. Fee or any payment overdue.
- 10. Repeating behaviour of clause 8. Prohibited matters.
- 11. Additional inappropriate behaviours that Coworkers Kitchen judges.

# 12. Valuables and confidential Information

Coworkers Kitchen will not liable to members for any loss, damage or theft of any of your property or confidential information.

# 13. Indemnity

• Members to agree to release, indemnify and keep indemnified Coworkers Kitchen from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities or demands suffered or incurred by Coworkers Kitchen to the extent arising out of or in connection with member's arising out of his/hers negligent actions, errors and omissions, willful misconduct and/or fraud in connection with the participation in or use of the services and premises.

• It also keep indemnified Coworkers Kitchen from any business trouble or issue arising out of between members.

# 14. Liability

- The members shall be liable and obligated to compensate for all damages direct or indirect if they breach
  the rules, terms and condition in any case, for any loss, damage and expense to Coworkers Kitchen or
  other members.
- Coworkers Kitchen has right to claim the damages to the member and he/she should compensate for it immediately.

#### 15. Regulation out clause

Coworkers Kitchen will define any indifinite matters arising our servisce or member's usage as needed.

# 16. Member Service Change and Effect

Coworkers Kitchen may change or suspend services to the members without prior notice and members shall agree to this. All eligible change will be effect in all members.

Coworkers Kitchen establishes this service, terms and condition on Sep.01, 2017 and take effect on the same day.

# 17. Handling personal information guidelines

Our company, Unique Homes and Coworkers Kitchen as our crucial responsibility to fully recognize the need for protection of personal information and to promote the proper handling such information.

# 1. Purpose of use of personal information

Our company defines the purpose of use of personal information to the extent necessary to conduct business activities

- 1-1. We use such information only to the extent necessary to achieve the purposes of use such an event invitation, service or support implementation to members.
- 1–2. Personal information may be disclosed for our business statistics. If it is required in order to protect a person's life, health and property.
- 1-3. In other cases, personal information may be disclosed where required by law.
- 2. Provision of personal information to third parties
- 2-1. Our company does not provide personal information to any third parties without express prior consent.
- 2–2. The use of personal information may be entrusted to third parties to the extent necessary to achieve the purpose of our service, In this case, our company selects these third parties by verifying the implementation of sufficient security level for handling personal information and supervises such third parties exercise the required appropriate operations though contracts.
- 3. Our company responds to request for stoppage of events invitation letters or other notification.

- 4. Reference, correction or deletion of personal information
- 4-1. Our company responds to requests for reference, correction or deletion of personal information within the appropriate range after confirming the identity of the person making the request.

Our company also responds to complaints and requests for support in good faith.