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## **CO-WORKING AGREEMENT**

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between

**Sleep Easy (Pty) Ltd**

and

**Client**

## 1. INFORMATION TABLE

<b>1.1.</b>	<b>SERVICE PROVIDER</b>	
	NAME:	Sleep Easy (Pty) Ltd
	UIN NUMBER/ ID:	BW00000420813
	VAT NUMBER:	420813000533
	BANK NAME:	First National Bank Botswana
	ACCOUNT NUMBER:	62672598368
	BRANCH CODE:	283767
	ACCOUNT NAME:	Sleep Easy (Pty) Ltd
<b>1.2.</b>	<b>CLIENT</b>	
	NAME:	
	UIN NUMBER/ ID:	
	POSTAL ADDRESS:	
	PHYSICAL ADDRESS:	
	PHONE NUMBER:	
	EMAIL ADDRESS:	
	BANK NAME:	
	ACCOUNT NUMBER:	
	BRANCH NAME:	
	ACCOUNT NAME:	
<b>1.3.</b>	<b>MEMBERSHIP TYPE:</b>	
<b>1.4.</b>	<b>PREMISES</b>	
	OFFICE NUMBER:	
	NO. OF WORKSTATIONS:	
	NO. OF PARKING BAYS:	
	LOCATION:	The Hub, iTowers, Ground Floor Plot 54368, CBD, Gaborone, Botswana
<b>1.5.</b>	<b>COMMENCEMENT DATE:</b>	
<b>1.6.</b>	<b>TERMINATION DATE:</b>	
<b>1.7.</b>	<b>SERVICE FEE (EXCL. VAT):</b>	BWP per month
<b>1.8.</b>	<b>SECURITY DEPOSIT:</b>	BWP
<b>1.9.</b>	<b>ADDITIONAL SERVICES</b>	
	CONFERENCE ROOM:	YES NO
	COFFEE AND REFRESHMENTS:	YES NO
	DIRECTORY DISPLAY:	YES NO
	PRINTING:	YES NO
	PHONE LINE:	YES NO
	OFFICE GLASS BRANDING:	YES NO
	PARKING BAYS:	YES NO

**2. SIGNATURE**

2.1. By signature hereof, the Client and the Service Provider agree to the terms and conditions set out in the Rules, and are bound by the terms therein.

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_.

For and on behalf of the Client

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_.

For and on behalf of the Service  
Provider

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto



**3. SCHEDULE 1: RULES**



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## **THE RULES**

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Pertaining to the Co-Working Agreement

between

**SERVICE PROVIDER**

and

**CLIENT**

**CONTENTS**

<b>1</b>	<b>INTRODUCTION</b>	<b>3</b>
<b>2</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3</b>	<b>INTERPRETATION</b>	<b>4</b>
<b>4</b>	<b>DURATION AND RENEWAL</b>	<b>5</b>
<b>5</b>	<b>SERVICES</b>	<b>6</b>
<b>6</b>	<b>ADDITIONAL SERVICES</b>	<b>6</b>
<b>7</b>	<b>REMUNERATION</b>	<b>7</b>
<b>8</b>	<b>SECURITY DEPOSIT</b>	<b>7</b>
<b>9</b>	<b>RESTORATION</b>	<b>7</b>
<b>10</b>	<b>CLIENT MEMBERSHIP</b>	<b>8</b>
<b>11</b>	<b>ACCESS AND BUSINESS HOURS</b>	<b>8</b>
<b>12</b>	<b>OBLIGATIONS OF THE CLIENT</b>	<b>9</b>
<b>13</b>	<b>WAIVER</b>	<b>9</b>
<b>14</b>	<b>INDEMNIFICATION</b>	<b>10</b>
<b>15</b>	<b>BREACH</b>	<b>10</b>
<b>16</b>	<b>DISPUTE RESOLUTION</b>	<b>11</b>
<b>17</b>	<b>GOVERNING LAWS</b>	<b>11</b>
<b>18</b>	<b>SURETYSHIP</b>	<b>11</b>
<b>19</b>	<b>IMPLEMENTATION</b>	<b>11</b>
<b>20</b>	<b>DOMICILIA AND NOTICES</b>	<b>11</b>
<b>21</b>	<b>ADDITIONAL SERVICES RATES</b>	<b>12</b>

**THIS DOCUMENT PROVIDES GENERAL TERMS AND CONDITIONS THAT APPLY TO THE CO-WORKING AGREEMENT**

**1 INTRODUCTION**

- 1.1 This document shall be read together with the Co-Working Agreement signed by the Parties and constitutes the whole agreement between the Parties.
- 1.2 The Service Provider, who has legal beneficial occupation of the Premises and is the owner of all furnishings therein, wishes to offer services to the Client for a Fee.
- 1.3 The Premises and operations thereon are managed by InnoSpace.

**2 DEFINITIONS**

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

- 2.1 "**Agreement**" means this document, also referred to as the Rules, read together with the Co-Working Agreement;
- 2.2 "**Client**" means the Party set out in clause 1 of the Co-Working Agreement;
- 2.3 "**Commencement Date**" means the first date that the Co-Working Agreement is in effect, as set out in clause 1 of the Co-Working Agreement;
- 2.4 "**Co-Working Agreement**" means the contractual agreement entered into between the Parties for the provision of serviced office space solutions by the Service Provider to the Client;
- 2.5 "**Initial Term**" means the duration the Co-Working Agreement is in effect, excluding any renewal periods, set out in the Co-Working Agreement;
- 2.6 "**Office**" means the space occupied by the Client within the Premises;
- 2.7 "**Premises**" means the property that the Service Provider has legal beneficial occupation of, this includes the Parking Bays as per clause 1 of the Co-Working Agreement;
- 2.8 "**Parties**" collectively means the Service Provider and the Client and "**Party**" shall mean either one of them individually;
- 2.9 "**Renewal Period**" means any period after the Initial Term that the Co-Working Agreement is in effect, as further defined in clause 4;

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- 2.10 "**Restoration Fee**" means an amount of BWP 350.00 per square meter of the Office(s) occupied by the Client;
- 2.11 "**Rules**" means this document, being the terms and conditions of the Premises by which both Parties are bound as amended from time to time;
- 2.12 "**Service Provider**" means Sleep Easy (Pty) Ltd as set out in clause 1 of the Co-Working Agreement, and any representative duly authorised to act on behalf of the Service Provider;
- 2.13 "**Signature Date**" means the date upon which the last Party duly executes the Co-Working Agreement;
- 2.14 "**Term**" means the duration the Co-Working Agreement is in effect; and
- 2.15 "**Termination Date**" means the last date that the Co-Working Agreement is in effect, as set out in clause 1 of the Co-Working Agreement; and

### **3 INTERPRETATION**

In addition to the definitions in the Agreement, unless the context requires otherwise:

- 3.1 the singular shall include the plural and vice versa;
- 3.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two.
- 3.3 All the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.
- 3.4 In this Agreement, unless the context clearly indicates a contrary intention, when any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in Botswana, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 3.5 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 3.6 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

#### **4 DURATION AND RENEWAL**

- 4.1 Subject to the Client's right of renewal, the duration of the Co-Working Agreement shall be for the Initial Term, commencing on the Commencement Date and terminating on the Termination Date, notwithstanding the Signature Date.
- 4.2 The Client shall have the right to renew the Co-Working Agreement, subject to the following conditions:
  - 4.2.1 The Client gives the Service Provider a minimum of 14 (fourteen) days notice in writing of its intention to renew the Co-Working Agreement, and
  - 4.2.2 The Client has no outstanding amounts owing to the Service Provider with respect to its obligations under the Co-Working Agreement as at the date of notice to renew or as at the Termination Date of the Term, and
  - 4.2.3 The Fee for the Renewal Period is negotiated and agreed by the Parties, provided that the Client is not in breach of any of its obligations under the Co-Working Agreement as at the date of notice to renew or as at the Termination Date of the Term.
- 4.3 Should the Client fail to notify the Service Provider of its intention to renew the Co-Working Agreement in terms of clause 4.2.1, then the Co-Working Agreement shall be automatically renewed on a month-by-month basis under terms and conditions prescribed by the Service Provider, subject to the Client having no outstanding amounts owing to the Service Provider with respect to its obligations under the Co-Working Agreement as at Termination Date of the Term.
- 4.4 The Co-Working Agreement shall automatically terminate on the Termination Date if there are any outstanding amounts owing to the Service Provider with respect to its obligations under the Co-Working Agreement as at the Termination Date of the Term or Renewal Period.
- 4.5 Either Party shall have the right cancel the Co-Working Agreement by giving the other Party a minimum of 1 (one) month written notice. The rights and obligations of both Parties shall remain in full effect until the date of termination of the Co-Working Agreement.

## 5 SERVICES

5.1 The Service Provider agrees to provide the following services to the Client:

- 5.1.1 Access to the Premises for the Initial Term and Renewal Period;
- 5.1.2 Access to the InnoSpace platform and application;
- 5.1.3 Unlimited wireless internet access;
- 5.1.4 Cleaning of the Premises;
- 5.1.5 Use of the Premises as the Client's business and postal address; and
- 5.1.6 Access to the Additional Services that the Client has selected "Yes" for, in terms of clause 1 of the Co-Working Agreement, for which the monthly rates of each are prescribed in the Rules.

## 6 ADDITIONAL SERVICES

6.1 The following services are available to the Client at an additional cost that shall be determined by the Service Provider, which cost shall be provided to and agreed upon by both Parties, then invoiced to the Client along with the Fee:

- 6.1.1 Conference Room: The Client shall have access to the Conference Room for 2 (two) hours per day, subject to availability;
- 6.1.2 Directory Display: The Client's name and branding of their choosing shall be displayed on the entrance of the Premises;
- 6.1.3 Coffee and Refreshments: The Client shall have access and be able to consume coffee and other refreshments as designated by the Service Provider, subject to availability;
- 6.1.4 Office Glass Branding: the Client shall have their name and branding displayed on the periphery of their office;
- 6.1.5 Printing, Scanning and Photocopying: The Client shall have access to the use of these services at a fee to be determined by the Service Provider on a per usage basis;
- 6.1.6 Phone line: The Client shall have access to a telephone line extension, at a fee to be determined by the Service Provider on a per usage basis.

**7 REMUNERATION**

- 7.1 Subject to the provisions hereof, the Fee payable by the Client to the Service Provider for the Initial Term and the Renewal Period (if any) shall be in the amount set out in clause 1 of the Co-Working Agreement.
- 7.2 The Fee shall be paid monthly in advance and without any deductions, bank charges or commissions whatsoever to the bank account as set out in clause 1 of the Co-Working Agreement on or before the 1<sup>st</sup> day of each month, unless otherwise notified by the Service Provider from time to time in writing to the Client.
- 7.3 Should any Fee remain unpaid for a period of 7 (seven) days after the 1<sup>st</sup> day of each month then interest shall be charged on such outstanding remuneration at 3% (three percent) above the prime lending rate on a daily basis and shall accrue from, and including, the second day of each month.
- 7.4 Should any Fee remain unpaid for a period of 30 (thirty) days after the 1<sup>st</sup> day of each month, then the Service Provider shall have the right to terminate this Agreement with immediate effect, following which the Client shall not receive any Services.

**8 SECURITY DEPOSIT**

- 8.1 Before the Commencement Date, the Client shall pay to the Service Provider the Security Deposit without any deductions, bank charges or commissions whatsoever to the bank account as set out in clause 1 of the Co-Working Agreement. The Service Provider shall have the right to apply the whole or portion of the Security Deposit towards payment of the Fee, keys replacement, renovations or any other liability whatsoever for which the Client is responsible, which amount shall be agreed upon by both Parties prior to any deductions being made. If any portion of the Security Deposit is so applied, the Client shall forthwith reinstate the deposit to its original amount.
- 8.2 The Security Deposit shall be retained by the Service Provider free of any interest until the Termination Date or the end of the Renewal Period, the vacation of the Premises by the Client and the complete discharge of the Client's obligations to the Service Provider arising from this Agreement. The Client shall not be entitled to set off against the Security Deposit any Fee or other amount payable by it.

**9 RESTORATION**

- 9.1 The Client shall pay a Restoration Fee, to be determined by the Service Provider, upon the lapse of their Term or Renewal Period, or if the Client moves to another Office within the Premises. This fee will cover cleaning costs as well as any other costs associated with returning the Office to its original state.
- 9.2 The Restoration Fee shall be applicable only to the Client if their Co-Working Agreement is in effect for more than 3 (three) months.

## **10 CLIENT MEMBERSHIP**

- 10.1 The Client, as agreed in the Co-Working Agreement shall be deemed to have one of the following memberships to the Premises:
  - 10.1.1 Premium Membership
  - 10.1.2 Standard Membership
  - 10.1.3 Basic Membership
  - 10.1.4 Virtual Membership

## **11 ACCESS AND BUSINESS HOURS**

- 11.1 The Client shall have access to the Premises 24 hours per day 365 days per year only if they are defined as a Premium Membership Client in terms of the Co-Working Agreement, however access to the business lounge area will be limited to 30 minutes a day.
- 11.2 The Client shall have access to the Premises between 08h00 and 17h00 from Monday to Friday if they are defined as a Standard Membership or Basic Membership Client in terms of the Co-Working Agreement.
- 11.3 Standard Membership or Basic Membership Clients shall have access to the business lounge area for a duration that does not exceed four hours per visit and not more than two days per week.

11.4 The Client shall not have any access to the Premises if they are defined as a Virtual Membership Client in terms of the Co-Working Agreement.

## **12 OBLIGATIONS OF THE CLIENT**

12.1 In addition to the other conditions hereof, the Client shall be obliged to:

- 12.1.1 be aware of and comply with the Rules;
- 12.1.2 insure in accordance with generally acceptable sound practices, all the Client's contents to be brought upon or placed in the Premises;
- 12.1.3 refrain from using, and to ensure that the Premises are not used, in such a manner to be a nuisance to the Service Provider or other Clients occupying the Premises;
- 12.1.4 not to allow noisy, rowdy or disorderly conduct whatsoever upon or in the Premises that may be a nuisance, or cause nuisance, damage, annoyance or inconvenience other Clients in the Building;
- 12.1.5 keep the Premises in a clean, tidy and sanitary condition at all times;
- 12.1.6 refrain from interfering with or overloading the electricity and water supply to the Premises;
- 12.1.7 the Client shall use the Premises for office purposes only and shall not cede nor assign its rights or any portion thereof.
- 12.1.8 the Client shall not use or permit the Premises to be used for any illegal or improper purpose, nor shall the Client do or permit any act or thing which may reasonably be considered to be an annoyance or nuisance or cause damage or disturbance to the occupiers of the adjoining properties.
- 12.1.9 the Client shall not do or omit to do or permit to be done by any person anything which shall contravene the conditions of title under which the Service Provider owns the Premises or the terms of the Rules, any laws, bye-laws, planning regulations or proclamations pertaining to the Premises, or the area in which the Service Provider may be required to observe by reason of its ownership of the Premises or which the Client may be required to observe by reason of its occupation of the Premises.

## **13 WAIVER**

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13.1 The Service Provider shall not be liable for any interruption or error in the performance of the Services offered under this Agreement. The Client waives all liability against the Service Provider for any claims arising from such disruption of Services, specifically, any telecommunication utilities on the Premises. Furthermore, any loss, damage, expense, or injuries to persons or the Client's property arising out of mistakes, omissions, interruptions, delays, errors, or defects in any transmission occurring in the course of furnishing telecommunications services provided are not caused by the willful acts of the Service Provider, as well as any claim for business interruption and for consequential damage.

## 14 INDEMNIFICATION

14.1 The Service Provider shall not be liable for any damage or injury to the Client, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Client agrees to hold the Service Provider harmless from any claims or damages unless caused solely by the Service Provider's negligence. It is recommended that renter's insurance be purchased at the Client's expense.

## 15 BREACH

15.1 In the event that the Client:

- 15.1.1 fails to pay any Fee or any other amount payable by it in terms hereof on due date and fails to remedy the breach within 14 (fourteen) days from the date of a written notice to the Client from the Service Provider calling upon the Client to remedy such breach or;
- 15.1.2 commits any breach of any of the other terms and conditions of this Agreement and fails to remedy the breach within 14 (fourteen) days from the date of a written notice to the Client from the Service Provider calling upon the Client to remedy such breach;

Then the Service Provider shall be entitled in its sole and absolute discretion either:

- 15.1.3 to cancel this Agreement forthwith by written notice to that effect to the Client or;
- 15.1.4 to claim any remedy in law applicable and due to the Service Provider

15.2 In the event that Service Provider fails to continue to provide the mutually agreed services in totality or in part for a period of 7 working days, the Client reserves the right to deduct a mutually agreed amount from Service Provider's remuneration.

**16 DISPUTE RESOLUTION**

- 16.1 Should any dispute arise out of or in connection with this Agreement, any Party shall be entitled to require, by written notice to the other, that the dispute be resolved and that the Parties shall meet and endeavour, in good faith, to resolve the dispute amicably and expeditiously.
- 16.2 Should a meeting to resolve the issue fail, the matter may be referred to a court of competent jurisdiction of the Republic of Botswana where the unsuccessful Party will be liable to pay legal costs on attorney/own client scale.
- 16.3 In the event that this Agreement should terminate, for any reason whatsoever, then the provisions of this shall survive such termination.

**17 GOVERNING LAWS**

- 17.1 These Rules, together with the Agreement, shall be interpreted in accordance with, and be subject to, the laws of Botswana.

**18 SURETYSRSHIP**

- 18.1 The signatory of this Agreement, signing on behalf of the Client, is hereby bound as surety and co-principal debtor jointly and severally with the Client for any outstanding debts that may accrue flowing as a result of the Client's obligations to the Service Provider whether presently due, owing and payable or becoming due, owing and payable in the future. I hereby renounce the benefits of the legal exceptions and benefits as follows *Non numeratae pecuniae, non causa debiti, errors in calculation, revision of accounts and no value received, Beneficium ordinis seu excussionis, de duobus vel pluribus reis debendi and beneficium divisionis.*
- 18.2 The suretyship shall remain in force as a continuing covering security until such time as all of the obligations of the Debtor to the Creditor in terms of the Agreement (or any extension, renewal, amendment, breach or cancellation thereof) have been duly and properly fulfilled.

**19 IMPLEMENTATION**

- 19.1 The Parties undertake to do all such things, perform all such acts, take such steps and procure the doing of all such things, the performance of all such steps as may be necessary to give effect to the terms and conditions of this Agreement.

**20 DOMICILIA AND NOTICES**

- 20.1 The Parties choose, as their addresses to which all notices and any processes may be served, the addresses stated in clause 1 of the Co-Working Agreement.
- 20.2 Any Party shall be entitled to change that Party's domicilium by giving written notice of such fact to the other Party.