

## **Terms & Conditions THE BUSINESS SPACE, Ibiza**

The following paragraphs outline the terms and conditions (Terms) on which THE BUSINESS SPACE, IBIZA (we, our, us and hereinafter referred to as “THE BUSINESS SPACE”) grants Membership to the Member (you, your and hereinafter referred to as “member”).

[THE BUSINESS SPACE, Ibiza is part of the registered SL:](#)

Lushmore Selection Group SL

C/ De Madrid 27 2-1

07800, Ibiza, Spain

**NIF: B16539140**

[info@thebusinessspaceibiza.com](mailto:info@thebusinessspaceibiza.com)

Phone: +34 871 115 699

### **General information:**

THE BUSINESS SPACE official opening hours:

Weekdays: 8 am – 8 pm

Exception on times:

Fixed Space Members and Private Space members will be provided by a key and can thus enter the office at all times. On evenings and in weekends the Business Space holds the right to organize events, which means Fixed Space and Private Space members should take this into account when entering the office and avoid disturbance of possible workshops, events or seminars in the main area and meeting rooms. If a certain type of silence for an event is required members will be informed beforehand.

### **COWORKING COMMUNITY CULTURE:**

We are an exclusive, but friendly community that likes its members to feel as if they enter a warm “work home” away from home. A safe heaven, where members treat everybody with the same respect as they wish for themselves. Feel free to choose your favourite spot in the office based on the options of your membership.

All-though there is management and/or staff to service the members we kindly ask you to be welcoming to other members too. If you happen to have a spare moment feel free to explain newbies how things work, because sharing = caring! On the other hand, we all need to respect the wishes of people who are in optimal focus or simply less social - just as much as the ones who like to have a chat. So we request you do not overdo networking and that you avoid making too much noise.

Furthermore we have a cleaner that takes care of general cleaning, but... **we all have to take care of keeping the place tidy and usable, so don't forget to refill the coffee machine when beans run out, throw away coffee litter, turn on the dishwasher, empty it, keep your desk tidy or put new glasses on the coffee table when they ran out. We all share the space and appliances and need to keep it pleasant for each-other.** In the end, the main objective is to all benefit from a relaxed, clean and comfy working place. Enjoy!

## 1. The Membership

- a) No relationship of landlord and tenant exists between THE BUSINESS SPACE and you. You are a member of a business club. Thus, the Spanish rental law does not apply. THE BUSINESS SPACE is a service provider that contains of a business club with full-service facilities and spaces for members to work in, but which also provides start-ups and existing companies other business-related advice, events & services.
- b) Your Membership is personal to you. You may not transfer your Membership to someone else.
- c) If one decides to buy a membership for any another member one stays responsible for the payment of that membership till the end of the agreement, even if the other member decides to leave or any personal problems between one-an-other occur.
- d) By becoming a member of THE BUSINESS SPACE you agree with our terms & conditions. If there is anything that you do not agree with or do not understand in these Terms contact us and we will try our utmost to address your concerns.
- e) In our price-list it is described what each of the memberships of THE BUSINESS SPACE contain. Existing rules and important fair use policies are described in these terms and conditions.
- f) You agree to comply with your obligations under these Terms, and with any additional obligations contained in our Policies.

g) The commitment given in your signed THE BUSINESS SPACE agreement can not be paused by periods of time. One of the reasons a commitment is contracted is to ensure that you can profit from such a low price. With this consistency of income, we make the low fees possible. If one wants to commit to a shorter period this can of course also easily be done by taking a different type of membership plan at the start of the agreement. Two exceptional reasons for a brief contract stop or ending are: Provable definite movement to another country or long-term sickness.

## 2. . The Spaces, General and Private Areas

a) SOUND AND CALLS - just as in any other Coworking office - we ask you to consider the presence of other Members and use the Spaces in a respectful way. A general space is lower in price and thus does not facilitate all the features of a private office. Since a lot members do not have a private office, but a general space, it means there is a limit to the noise that is allowed within a Coworking area.

This means in the general areas one shall not engage publicly in loud phone calls or face2face meetings. (Unless there is no one else around at that time). Short soft toned calls are allowed, of course of a reasonable amount per day. Playing music without headsets is not allowed.

- ✓ If a **“Spaces”** member requires any call, skype call, video meeting or face2face meeting one shall move to a meeting room, outside or another empty room for conversations. (Unless one is alone in the office) Soft toned short calls are allowed, but one can not expect others to be quiet in the main area while they make phone calls.
- ✓ **“Fixed Spaces”** members also have to take their fellow office mates in to account, so unless you share the office with somebody you work with, always find a private space for any calls, skype call, video meeting or face2face meetings.
- ✓ **“Private Space”** members can use a private office which means they can have meetings, invite business relations and take calls,

skype calls and video calls to whatever extent desired in their office. Still loud sounds, or other noise nuisance must be avoided. It is a historical building, so screaming or very loud conversations are not allowed.

b) Since no relationship of landlord and tenant exists both fixed spaces as private spaces can always be entered by the owners if required for showcasing the Business Club or because one needs to access the community balcony. Of course, with mutual consent in which private meetings, privacy and private situations in calls will be respected.

c) Address usage: The address of the Business Space is the tax related address to the company "Lushmore Selection Group SL/ The Business Space. This address can be used on business cards or in communication towards clients during the membership period of your choice.

The address of Vara De Rey 26 1-1 cannot be used as tax or legal registration of your company. The only clients that are allowed to use the address for these purposes are members with the private space membership. In this case; this can be agreed with prior notice, for only and without exception the period of the membership commitment – which fees needs to be paid in advance as proof of long-term presence in our building.

d) The general areas such as the kitchen are to be kept tidy by all people in the community. The cleaner will clean the premises and do proper cleaning, but glasses, groceries and other used or private items should be tidied up after usage. The fridge and kitchen is for general use, which means one cannot take too much space for oneself and this must be taken in account when adding groceries.

e) Offensive language, threatening behaviour, abuse of our staff or other Members and damage to our Property, or that of another Member, will not be tolerated. We reserve the right to remove offenders from the Space, and suspend or cancel their Membership and access to the Business Space.

f) You acknowledge that due to the shared nature of the Space, information may sometimes be overheard, and you agree to respect the right of privacy and confidentiality of other Members in such circumstances.

- g) Smoking is not allowed in any of the spaces or office areas. Also not on the balcony, unless it is during a special event and/or the management has agreed with this.
- h) In all Spaces areas furniture and installations are provided for the usage during your membership. Moving, adding, taking or changing furniture without prior approval of the management is not allowed.
- i) Advertising; if you like to promote your company in the general spaces or outside of the building ask the management about the possibilities. It is not allowed to hang on banners or stick things to the walls, windows, doors or balconys without agreement with the management.
- j) Where your Membership entitles you to access the Space, this is a license to use the Space, and does not give you an exclusive right to any part of the Space. We make no warranties or representations that the Space is suitable for the purpose you intend to use it for.
- k) You acknowledge that you will be liable for, and agree to indemnify us for any damage caused to the Space or our Property, or for any claim brought against us, by malfunctioning or incorrectly used equipment brought into the Space by you, your employees or your guests (excluding fair wear & tear).
- l) You are responsible for making good or indemnifying us (at our option) for any damage caused to the Space or Our Property by you, your employees or your guests (excluding fair wear and tear).
- m) We take all reasonable measures to ensure the Space is a safe and healthy working environment. You are responsible for your own safety (and that of your employees and guests) whilst in the Space. This includes using Our Property and Your Property safely, for the purpose it was intended for.

### 3. Fair Use policy for Members

We can only provide the Services for the Fees quoted if Members use the Space fairly. We believe that using the Space fairly means that you:

- a) Use the part of the Space based on your “type of Space” agreement.
- b) **GUESTS:** Feel free to bring in guests, but do limit the number of guests you bring into the Space. Fair time is 1 and maximum 2 hours. If for whatever reason you need additional guest access or more time please talk to us to see what can be arranged;  
With group meetings one is welcome to use the meeting room.

+ **Private Space** members can use their office with a maximum of 5 people. Next to that they can invite several people for short term meetings – at the same terms as written above.

- c) **GUESTS 2:** If your guests would like to work in the Spaces for all or a large part of the day, they are welcome to purchase a day pass, or discuss membership options by contacting our staff live, or via phone, whatsapp or e-mail. (not applicable to private space members)
- d) **GUEST and waiting:** If guests have to wait for you to be ready please sit them down in either the meeting room or kitchen, so non of the general members are bothered by them. Also it is requested not to be too happy loud chatty in the main areas when guests arrive. Of course we understand you say hi, but always keep in mind there are people working in the spaces.
- e) **PRINTING:** limit printing to a reasonable amount, 10 prints per week is considered reasonable (fair use). If you exceed this amount keep in mind that it is 1 euro per 10 pages. We trust you know your usage and pay your total once a week or month in the piggy bank on the fridge. We kindly ask if you inform us if you used a lot of paper or ink, in that way we can make sure there is always enough paper and ink for everybody to be able to print.
- f) **DRINKS: Included in membership:** Enjoy water, coffee and tea, we trust you to not overdo it. As a business community we hope you keep in mind that you keep everything up and running together. We pay for these facilities, but when something is almost finished please be so kind to report this to the management. When water or coffee beans needs to be refilled in the machine do not hesitate to just do it. Of course, we will do that extra bit more, but we ask you to also throw away the garbage water or coffee leftovers and refill water and beans whenever you see it is necessary.
- g) **DRINKS: not included in membership:** Note that alcoholic & other chilled beverages such as cola and fanta are only provided and free of charge at the Happy Hours, when offered by THE BUSINESS SPACE management. On events and other special occasions the management will also provide extra's. If you would like to have a cold beverage from the fridge, if you can't help yourself you can put 1 euro per can of soda in the piggy bank on the fridge.

- h) **INTERNET:** You can use the internet to your preference, but it's not allowed to use the provided internet access for excessive downloads, pornographic streaming or for any illegal purposes.
- i) **SPACES:** Feel at home in our spaces, but keep the areas clean and if you are a general "spaces" member do not leave your desk filled with personal stuff. We can supply the option of using our cupboards if you like to leave anything in the office.
- j) **ACCESS & NEIGHBORS:** With THE BUSINESS SPACE key access to the Spaces is granted after office hours. Keep the amount of time you spend here reasonable and healthy for yourself and keep in mind that even when other spaces members are not in the building we do have neighbors who live in the same property. Loud music is thus not allowed, also not when you think you are alone.
- k) **FRIENDS:** Great if you like to invite your friends, of course they are welcome to stop by! Only many people are in a serious flow trying to get some work done so try to keep these social moments a bit exceptional. Having many friends over at the same time is not allowed unless agreed otherwise with the management.
- n) The member should follow any necessary directions or instructions provided with relation to safe and decent usage of the spaces.

#### 4. Membership Fees

- a) We will provide you with the Agreed Services in exchange for you paying the Fees.
- b) As agreed in the application and unless otherwise agreed between us, we accept payment of the Fees by automatic direct debit from a debit card nominated by you. The Fees will be debited monthly in advance from your nominated account on the 1st of each month, or the next available business day, and will continue to be debited until your Membership ends in accordance with your agreement. With shorter terms such as 3 months or 6 months we might require an advance payment in the form of a deposit.
- c) If a direct monthly debit is not possible, one is entitled to pay the full amount of the period of the agreement in advance.
- d) It is your responsibility to ensure that your payment details are kept up to date and that there are sufficient funds in your nominated account to enable the successful debit of the Fees each month. If the transaction is rejected for any reason you will be liable for any reasonable costs

incurred by us in recovering the debt, including but not limited to any legal, bank or collection agency fees.

e) Included in your fee:

- ✓ Access to the property subject to the type of membership
- ✓ Coffee, tea, water, fruits
- ✓ Access to standard THE BUSINESS SPACE events
- ✓ Access to THE BUSINESS SPACE pitch investor events
- ✓ Usage of the furniture, kitchen equipment and internet
- ✓ 1 hour of start-up coaching by management
- ✓ Happy hour drinks
- ✓ Print costs: fair use policy

f) Extra fees:

- ✓ Print costs after fair usage amount has been reached
- ✓ Lunches, cold beverages or other catering, on request
- ✓ Premium events or conferences (will be discounted for members)

#### 4. Making Changes or Cancelling

- a) You may change your personal address and billing address at any time by sending an email to: [info@thebusinessspace.com](mailto:info@thebusinessspace.com)
- b) You can change or cancel your Membership for a new period after your committed period has ended. You must do this at least 30 days prior to the day of your contract endings.
- c) At all times you are allowed to upgrade your membership – also during the committed period of your agreement. This needs to be done together with the management or staff and is only possible if there is space inventory to service your upgrade needs. No rights can be derived unless agreed by management.
- d) We may cancel your Membership with immediate effect if you:
  - ✓ fail to pay the Fees, and such failure is not remedied within 14 days; or
  - ✓ fail to comply with our Policies, provided that we have given you written notice of such failure and our required remedy, and a reasonable time to rectify the failure.

## 5. Security, Privacy & Confidential Information

- a) Confidential Information includes private information relating to either party's business, employees, Members, products and business processes. Any Confidential Information you give us, or we give you, remains confidential. We have adequate policies and procedures in place to protect Confidential Information you disclose to us and you agree to take reasonable care to protect any Confidential Information we may disclose to you and not disclose it to any third party.
- b) You are responsible for ensuring that your Confidential Information, and that of any of your employees, remains secure within the Space. We will not be liable for any unauthorized disclosure of your Confidential Information by others, unless such disclosure occurs as a result of a breach of our confidentiality obligations to you.
- c) We make no representations about the security of our internet connection, and you must take the reasonable security measures (i.e. encryption) as are necessary for your business or enterprise.
- d) All e-mail, normal address, demographic, and phone data that is collected from you as a Member will be used solely by THE BUSINESS SPACE as a way to contact you, inform you about our activities and services we offer. We will not disclose your personal or business data to any second or third-party partner unless otherwise agreed with you as member. If partners like to send out a message we will send it through our own channels if we think it is relevant, but we will never supply email addresses to third parties.
- e) Your bank account details will be used solely for the use of the direct debit of monthly payments as agreed on in your membership application. We will never share or disclose any bank details to any other partner.
- f) Keeping your property (laptops, books, phones, etc) in the office is allowed, we take pride in serving an honest and trustworthy community. That said it is on your own risk and we do not hold any responsibility and liability if things get stolen.
- g) Keys, cards or an electronic entrance system will be needed by all Members to access the Spaces and will be provided for a refundable deposit. If one loses one of the keys provided by The Business Space there is a 50 euro fine that will be charged.

- h) These keys are not transferrable and must be returned to us at the end of your Membership. To ensure security in the Space you must not lend your key or swipe card to any other person, and must notify us immediately if it is lost or stolen.

## 6. Intellectual property rights

All Intellectual Property Rights (including, without limitation, all database rights, rights in designs, rights in know-how, photographs, patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction) in any information, content, social gate, materials, print, data or processes contained in or to our website belong to the THE BUSINESS SPACE, Ibiza or its licensed source Lushmore Selection group SL. All rights of THE BUSINESS SPACE, Ibiza in such Intellectual Property Rights are hereby reserved.