



## Agreement for the provision of an all-inclusive shared office with service package & business address at OFFIS Antwerp - Belguim

### **I. Partners**

Between the undersigned:

Kris Beyers, with branch office OFFIS in 2610 Antwerpen, Kernenergiestraat 19, BE 0753.367.821, here represented by Mr. Kris Beyers, director of OFFIS.  
Hereafter referred to as "**OFFIS**", on the one hand,

and

Name / company name: xxx

Company headquarters: xxx

Company phone number: xxx

OFFIS address: Kernenergiestraat 19/xx, 2610 Antwerp

Represented by: xxx, who assumes joint and several liability.

Private address: xxx

Phone number: xxx

Passport number: xxx

Function: xxx

Activity: xxx

Company number: xxx

hereinafter referred to as "**the user**", on the other hand.

Is agreed what follows:

## **SPECIAL CONDITIONS**

### **II. Object**

Office number: **xx** | Locker number: **x**

Furnished with a workstation and service package.

OFFIS makes available:

- Statutory headquarters with all business addresses for the company.
- Furnished shared office.
- Desk with locker with a lock and key.
- Use of meeting room (after reservation).
- Secretarial services: mail handling and reception between 10:00 hrs and 15:00 hrs on Wednesdays and by appointment.
- 24/7 access.
- Services: electricity, heating and water.
- Internet & wifi Telenet Business Fibernet. Guaranteed bandwidth, for business-critical applications: downstream 300 Mbps, upstream 30 Mbps, ∞.
- Shared print, scan and copy service & office supplies.
- Use of common sanitary facilities & kitchen.
- Property tax, council tax & insurance included.
- Weekly office maintenance & monthly window washing.
- Datasafe paper shredding container / Container service.

### **III. Duration and termination of the agreement**

This Agreement commences on **xx.xx.2024** and is entered into for a period of **1 month** to end on **xx.xx.2024**.

The modalities of termination are described in Article 11 of the General Terms and Conditions.

#### IV. Reimbursement

The user pays OFFIS a fee of **104 euros** per workstation / per **1 month** (excl. 21% VAT), being **125,84 euros** per **1 month** (incl. 21% VAT), for the services and infrastructure as described in Article II.

Fees are payable in advance **via SEPA transfer**.

The fees will be adjusted according to the index as provided for in Article 7 of the General Terms and Conditions.

#### V. Guarantee

To fulfil all the obligations that the user undertakes in this contract, the user undertakes to pay OFFIS a 3-month guarantee, i.e. **312 euros**. The user will receive an invoice for this (without VAT).

#### VI. Regulations

The user declares to have read and accepted the general terms and conditions, the description of the services and infrastructure of OFFIS and the service notes drawn up by OFFIS in order to ensure the proper and smooth operation of OFFIS.

#### VII. Signatories

Drawn up in duplicate, each party acknowledges having received and signed a copy.

Antwerp, **xx.xx.2024**.

For OFFIS

Mr. Kris Beyers

The user

**Mr. / Mrs. xxxx**

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## **GENERAL TERMS AND CONDITIONS**

### **1. Destination**

The user agrees to use the premises only as office space and will not be allowed to change this destination. If the user uses the offices referred to in Article II for any other activity than that stated in Article I without the consent of OFFIS, this constitutes a serious breach of contract which entitles OFFIS to demand the termination of this agreement before the competent court, plus damages.

The room may not be used as a residence or for exercising activities to which the law on commercial rent applies.

The user may only use room that is made available and ready to use for the exercise of his own activity mentioned in article I of the agreement. Possible changes or extension of the mentioned business purpose have to be submitted for approval and have to be accepted in writing by OFFIS in advance.

### **2. Use of the space**

The user shall keep the premises made available and the communal areas in good condition and use them with due diligence. He/she will not carry out any noisy activities there, nor will he/she engage in any activities which are likely to cause a nuisance to the other users of the building or to harm the reputation of the building in any way.

The user will not be able to make any changes to the premises without the prior written consent of OFFIS.

The user may only advertise in and around the building in the places, in the manner and under the conditions determined by OFFIS.

It is forbidden to keep or bring dogs or other pets.

### **3. Location description**

If the office provided contains other and/or more furniture than the standard furniture described above under Article II Special Conditions, the parties are free, at the start of and in addition to the present contract, to draw up a to the present contract to draw up an inventory of fixtures and fittings that will form an integral part of the present contract, on the basis of the with the present contract, at the common expense of both parties.

### **4. Other parties**

The user is expressly prohibited from renting out all or part of the space made available or transferring all or part of its rights and obligations under this agreement, without the written consent of OFFIS.

### **5. Payment**

The fee, plus the VAT due, is payable in advance by means of the above-mentioned SEPA transfer.

In the absence of (timely) payment, the user shall owe default interest of 1% per month on the outstanding invoice amounts from the invoice date, after invoice date after having received a registered notice of default.

In the event of non-payment, in addition and by operation of law and without any prior notice of default, a fixed compensation of 10% of the invoice amount (with a minimum of 77 and a maximum of 2.500 euro).

The material costs for each notice of default sent by the user amount to a flat-rate of 25 euro. In addition, OFFIS is entitled to the reimbursement of all costs such as collection costs and legal costs, costs and fees of the lawyer both for extrajudicial and judicial collection steps. These costs are not included in the These costs are not included in the flat-rate compensation.

In case the user fails to pay the fees owed for a period of more than seven (7) calendar days, OFFIS will also have the right also have the right, after notice of default, to suspend all services ipso jure and, if necessary, terminate the contract immediately in accordance with Article 11.

The protest against additional invoicing for certain services as stated in Article II must be made in writing, reasoned and registered within fourteen (14) calendar days after the date of the invoice and must mention the date and references of the invoice. When one of these conditions is not met, the protest is considered as non-existent and the invoice is considered as definitively accepted.

## **6. Deposit**

At the end of the contract, the deposit will be refunded to the user within two months of the expiry of the contract, after deduction of any damage costs or other payments owed by the user to OFFIS under this contract. The deposit shall not yield any interest for the user.

## **7. Indexation**

The contractual fees will be adapted once a year, ipso jure and without any action being required by the user and/or OFFIS, to the evolution of the health index, each time on 1 January.

The index-adjusted fees will be calculated by applying the following formula:  $(\text{base price} \times \text{new index}) / \text{initial index} = \text{new fee}$ .

## **8. Insurance**

- a. The user insures, in his own name and at his own expense, the civil liability which he/she may incur in relation to third parties by virtue of the exercising his professional activities in the property made available.
- b. OFFIS will ensure the liability of its users, should they be liable for damage to the OFFIS building by fire, explosion, water damage, natural disasters, broken glass.

This means that the users **do not** have to take out **a separate rental liability insurance for the workstations / infrastructure** they use at OFFIS.

For the account of the users, OFFIS also insures **an amount of 1,500 euros per workstation in actual value for the personal content of the user**. These assets are insured under a multi-risk policy: fire, explosion, water damage and natural disasters. These goods are not insured against theft and vandalism.

If the **user's personal content exceeds the amount of 1,500 euros per workstation**, the user **must take out his own content insurance** for this supplement.

Furthermore, the user expressly waives any recourse against OFFIS or any other user of the OFFIS offices and service centre in accordance with articles 1386 and 1721 of the Civil Code. This waiver does not apply in the case of serious or intentional fault.

OFFIS insures, both in his own name and for his own account, and in the name and for the account of the user:

- a. For its new value, the complex of which the rented object forms a part and this against fire, explosion, lightning, water damage and broken glass.
- b. The goods, the fittings, the materials and their furniture which are in the room made available which are personal property, for their replacement value and this against fire, explosion, lightning and water damage.

This policy should provide for waiver of recourse by OFFIS, the other users or their insurer (in the event of subrogation) on behalf of the user, if necessary exercised on the basis of articles 1302, 1382 to 1386 and 1733 of the Civil Code.

The user and OFFIS will have to prove the existence of the aforementioned insurances by submitting a copy of the signed policies when entering into this agreement. Furthermore, the insurances will have to stipulate that any interruption or reduction in the cover of the risks will only be enforceable thirty days after the insurers have given notice to the party by registered letter.

## **9. Establishment permit**

The user must comply with the legal formalities for the exercise of his/her activities. OFFIS cannot be held liable if the user is forced to suspend all or part of his business activities due to the lack of the necessary permits or facilities or if further special arrangements must be made.

## **10. Liability**

Whenever circumstances occur in the building, which are beyond the control of OFFIS, the user will not be able to claim for damages for the nuisance which could result from it, unless a contractual default of OFFIS is directly or indirectly at the

basis of this circumstance.

OFFIS is not liable for any work or services commissioned by or performed for the user through OFFIS. OFFIS is only liable for gross errors, deliberate misconduct or deceit which it or its employees may commit in the course of work or services performed on behalf of the user.

OFFIS will not be liable for any visible or invisible defects to the goods provided.

The performance of necessary maintenance and repair work will never entitle the user to compensation or a reduction in the agreed remuneration.

In the event of an administrative or legal dispute being brought against OFFIS due to the activity or presence of the user in the premises made available, the user undertakes to intervene voluntarily in any dispute brought against OFFIS and to fully indemnify OFFIS.

#### **11. Duration of the Agreement and termination**

The Agreement is concluded for a **fixed term as laid down in Article III** of the Special Conditions.

If the contract is concluded for a period of **1 month**, the contract will never end before the end of this period and **may be terminated by the user at any time with effect from the following month, by registered letter with a notice period of 1 month.**

If the contract is not terminated by contract or by agreement, or if the user remains in the office after the agreed period without objection from OFFIS, the **contract will be tacitly renewed for an indefinite period under the same conditions**, it being understood that, after renewal, the contract can be terminated at any time by registered letter with a notice period of 1 month.

The notice period starts on the first day of the month following the date of sending of the registered letter.

OFFIS will be entitled to terminate the contract immediately by registered letter in the event of default by the user in the payment of the fee mentioned in Article IV, in the event of non-compliance with other provisions of this contract or in the event of bankruptcy, liquidation or in the event of obvious insolvency and a change in the user's legal situation.

In case of termination of the agreement the user shall immediately make all necessary changes concerning the postal address and registered office within 30 days after the termination of this agreement. If the change of registered office does not take place, a cost of 125 euros per month will be charged, without prejudice to the right to compensation for the actual damage suffered.

At the end of this contract, for whatever reason, the user will vacate the premises made available to him, with the exception of all the goods which, in accordance with Article II of the Special Terms and Conditions and a description of the premises drawn up by the parties at the start of the contract (Article 3 of the general terms and conditions), belong to the furniture of OFFIS, and will make them available to OFFIS properly cleaned and in their original state.

An outbound inventory of the furniture and inventory of the premises will be made, at the latest on the last day of the agreement, after the premises have been vacated by the user: the costs of this will be borne by both parties, each for half.

If after the termination of the contract there are still goods belonging to the user in the room made available, OFFIS may remove these by operation of law and without warning at the expense of the user, or regard them as having been obtained.

## **12. Judicial termination**

In the event of dissolution of the contract at the expense of the user, the latter will be liable to pay OFFIS compensation equal to three times the contractual monthly fee (excluding VAT), increased by any costs or expenses arising from the dissolution and without prejudice to the amounts arising from the contractual obligations under this contract.

## **13. Breaches of contract**

Any breach of the provisions of this contract shall be considered as a fact justifying the dissolution of the contract at the expense of the party in breach.

## **14. Access / surveillance**

It is expressly forbidden for users to enter the private area, marked off by private signs, with a vehicle.

The OFFIS site is accessible 24/7 through an electronic access control system. OFFIS is accessible through the central entrance door at the same times. Every user will receive a personalized key, for which a security deposit will be charged. Every user will receive a lock and key to close their personal locker, for which a security deposit is charged. The communal areas of OFFIS are equipped with camera surveillance. OFFIS is also equipped with an alarm system. If the user activates this system through improper use, a fee will be charged for this (extra patrols for the security company).

## **15. Use of common parts - Fair use policy**

OFFIS provides the users of the offices and service center with a container for paper and cardboard, and a container for residual waste.

Household waste and plastic can be disposed of in the dustbin in the communal kitchen.

It is expressly forbidden for users to dispose of or leave garbage elsewhere.

It is also forbidden to dispose of garbage in the center other than food or office



supplies consumed in the OFFIS building.

It is forbidden to store furniture or movable property on the OFFIS premises.

It is forbidden to use sound systems, telephones and the like in the OFFIS building.

It is forbidden to talk there, except in the garden or in the private meeting room (after reservation).

It is forbidden to keep in the locker: liquids, perishable products and illegal objects.

It is forbidden to receive visitors and partners in the OFFIS building, except in the garden or in the private meeting room (upon reservation).

It is strictly forbidden for the users to leave, in the OFFIS building, used eating and drinking utensils.

In order to allow all users to make use of the facilities and to avoid having to restrict the use of the meeting room and garden, the following rules apply:

- i. As OFFIS only has contractors who work outside the office more than inside, you will share your fixed desk with one or two other users. This is why OFFIS asks you to agree with your co-users who uses the desk, and when, and in case of discussion between them, to consult director Kris Beyers for mediation.
- ii. After using your desk, clean it.
- iii. You can reserve the private consultation room for a maximum of two consecutive half hours per day.
- iv. Tobacco and alcoholic beverages, weapons and drugs are prohibited.

## **16. IT infrastructure**

The users of OFFIS are required to use the network infrastructure provided by OFFIS. All additional telecommunication and data communication equipment used by the user must first be approved by OFFIS in order to maintain the quality of our IT environment.

## **17. Maintenance**

OFFIS takes care of the maintenance of the rooms made available once a week. Once a month, the windows of the building are cleaned on the inside and outside. It is expressly forbidden for users to hire their own cleaning staff for offices and windows.

## **18. Services**

OFFIS provides a print, scan and copy unit. A monthly statement is made of the consumption.

## **19. Jurisdiction**

Belgian law shall be exclusively applicable and the Belgian courts shall be exclusively competent for all disputes regarding the validity, the interpretation and the execution of this agreement.

The parties prefer to settle all disputes about the validity, the interpretation and the execution of this agreement before the courts of Antwerp, department Antwerp.

## 20. Acceptance

The user expressly acknowledges knowing and accepting, without reservation, all the provisions of the present agreement.

Antwerp, xx.xx.2023.

For OFFIS

Mr. Kris Beyers

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The user

Mr. / Mrs. xxxx

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EXAMPLE